

Reach Communications, LLC.

## VOIP SUPPORT SERVICES

### 1. PARTIES

- A. Reach Communications, LLC., a limited liability corporation incorporated in the Territory of the United States Virgin Islands, having its principal place of business at 2112 Fisher St., Christiansted, VI, 00820 (the "Provider"); and
- B. Plessen Healthcare, LLC., a limited liability corporation incorporated in the Territory of the United States Virgin Islands, having its principal place of business at 3004 Orange Grove, Ste. 2, Christiansted, VI, 00820 (the "Customer").

**2. Introduction:** This Support Service Agreement describes the Commercial Support Services for Supported Products and supersedes all prior descriptions or contract supplements relating to such support. This document is an optional attachment to the Commercial Service Agreement with Reach, and shall serve as the Support Service Agreement with respect to such support service offerings. In the event of a conflict between this Support Service Agreement and the Commercial Service Agreement with Reach, the terms and conditions of the Commercial Service Agreement will control. Reach will provide the support services specified herein to the Customer. This description is valid in the United States Virgin Islands.

### 3. Definitions

**Billing Period:** begins on the first day of every month and ends on the last day of every month.

**Charges:** means the following amounts:

- A. The amounts specified in Support Service Charges (see Attachment 1);
- B. Such amounts as may be agreed in writing by the parties from time to time; and
- C. Amounts calculated by multiplying the Provider's standard time-based charging rates as notified by the Provider to the Customer before the date of this Agreement by the time spent by the Provider's personnel performing support Services rounded up by the Provider to the nearest hour.

**Commercial Service Agreement:** Means, as the context requires, a direct Customer Agreement, a Reseller Agreement, a Value Added Reseller Agreement, a Distributor Agreement, a Service Provider or Systems Integrator Agreement.

**Commercial Support Agreement:** Means, as the context requires, a direct Commercial Support a Reseller Support Agreement, a Value Added Reseller Support Agreement, a Distributor Support Agreement, a Service Provider or Systems Integrator Support Agreement.

**Customer:** Means, as the context requires, any of the following: an end user customer, Reseller, Value Added Reseller, Distributor, Systems Integrator or Service Provider purchasing support services directly from Reach for the Supported Products.

**Effective Date:** Means the date of execution of this Agreement

**Force Majeure Event:** means an event, or a series of related events, that is outside the reasonable control of the party affected, including, but not limited to failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, hurricanes, explosions, fires, floods, riots, terrorist attacks and war).

**Handset:** Any two-way, voice and or video desktop telephone base and corded handset device

**Handset Accessory:** Any device intended to work in concert with a handset.

**PBX/VPBX:** Private Branch Exchange, Virtual Private Branch Exchange; The centralized, actual or virtual equipment that controls incoming and outgoing calls.

**Provider:** Means Reach Communications, LLC.

**Radio:** Any device designed to provide wireless internet connectivity to devices.

**Router:** Any device designed to forward data packets between computer networks.

**Schedule:** Means any schedule attached to the main body of this Agreement.

**Service Description:** The Service Description may also be referred to as a Service Agreement Supplement or Customer Service Agreement Information.

**Services:** Means any services that the Provider provides to the Customer, or has an obligation to provide to the Customer, under this Agreement.

**Standard Business Hours:** Monday through Friday between the hours of 8:00 am and 5:00 pm AST, excluding Reach-observed holidays. A list of Reach observed holidays is available upon request.

**Supported Products:** Reach provided products as listed in attachment 2 and specified non-Reach products as listed in attachment 3.

**Switch:** Any computer networking device that connects devices together on a computer network, by using packet switching to receive, process and forward data to the destination device.

**UPS (Uninterruptible Power Supply):** Any device designed to supply consistent backup power in case of primary power delivery failure.

## **4. General**

**4.1 Overview:** Reach offers Commercial Support Service on Reach and selected non-Reach products and components. You can choose from the following three types of support, which are more fully described below:

- 1. Remote Support**
- 2. On-Site Support**
- 3. Advanced Parts Replacement**

The type of support and supported products will be designated on the applicable order or associated quote sheet and support will commence on the in-service date of the Supported Product. The coverage described in this document is limited to Supported Products.

It is important to understand how hardware support is different from your warranty coverage. Warranty under your commercial contract generally provides that the hardware will work in accordance with the product's specifications. In the event that the product does not operate in accordance with specifications, customer will contact manufacturer who will repair or replace the affected product. Remote support includes remote telephone support, remote diagnostics, troubleshooting, problem resolution and firmware updates/fixes; none of which are included under warranty.

Reach's remote support options are standardized and generally available throughout the world. On-site and advance parts replacement services specifics, however, may vary from place to place. Therefore, if you are purchasing on-site services, it is important for you to read the on-site and advance parts service which describes where advanced parts and on-site services are available and the limitations associated with these services.

**4.2 Certification:** Newly purchased products, used products and products that have not been continuously covered are all eligible for coverage. However, certification of the products is sometimes required to ensure that the products are properly installed and in good working order. Certification is required when one of the following criteria is met:

Reach, a Reach Authorized Business Partner, or for non-Reach products, a manufacturer or manufacturer-authorized service provider did not install equipment which is not classified as "customer installable."

Reach, or for non-Reach products, a manufacturer or manufacturer-authorized service provider previously installed the equipment, and Reach service coverage has lapsed for more than ninety (90) days.

Equipment not classified as "customer installable" is not installed or moved by Reach or an authorized Business Partner to a new site.

Certification is not included in the services or support described in this document. The cost of the certification will be charged at Reach's then current standard rates.

**4.3 Remote Access:** You must install or arrange for the installation of a remote access methodology for systems/devices that support remote access no later than the delivery date of the Reach-installed systems/devices or prior to the commencement of service in all other situations. Remote access is made possible through internet-equipped products or through a Reach-approved access solution. The line number or IP address must be provided to Reach as soon as it is available. The remote access methodology must be available to provide access on demand or there may be degradation to the service and support you receive from Reach.

**4.4 End of Support:** Periodically, Reach may declare "end of life," "end of service," "end of support," "manufacturer discontinued" or similar designation ("End of Support") for certain Supported Products. Unless your commercial service agreement specifies how End of Support products will be treated, Reach will continue to provide the same level of support described in this document for End of Support products, with the following exceptions:

- A. Certain faults or functionality issues may not be resolvable without upgrading the system to a version currently supported by the manufacturer. You will be responsible for the costs associated with any upgrades.
- B. Replacement parts, products or components may become increasingly scarce or require replacement with substitute parts.
- C. You may experience delays in response or repair intervals.

A list of products that are currently supported is included in this agreement (See Attachment 2).

**4.5 Customer Obligations:** Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to the Provider, or procure for the Provider, such:

- A. Co-operation, support and advice;

- B. Information and documentation;
- C. Governmental, legal and regulatory licenses, consents and permits;
- D. access to the Customer's facility, computer hardware, software, networks and systems,

as are reasonably necessary to enable the Provider to perform its obligations under this Agreement.

## 5. Charges

- A. The Provider shall issue invoices for the Charges to the Customer at least 10 days prior to the payment being collected.
- B. The Customer authorizes regularly scheduled charges to their valid credit/debit card on file.
- C. The Customer will be charged the agreed upon amount (see attachment 1) for each billing period.
- D. The Customer agrees that no prior notification will be provided unless the date or amount changes, in which case you will receive notice from us at least 10 days prior to the payment being collected.
- E. The Provider may elect to vary any element of the Charges by giving to the Customer not less than 30 days written notice of the variation.

**6. Payments:** The Provider will automatically charge the billed amount to the valid credit card/debit card we have on file on the first business day of the month. A receipt for each payment will be emailed to you and the charge originated from StratusTalk, Inc will appear on your charge card statement. A statement will be sent to the email address on file detailing the monthly charges from us at least 10 days prior to the payment being collected.

6.1 If the Customer does not pay any amount properly due to the Provider under this Agreement, the Provider may charge the Customer interest on the overdue amount at the rate 1.5% interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month.

**7. Warranties:** The Provider warrants to the Customer that:

- A. The Provider has the legal right and authority to enter into this Agreement and to perform its obligations under this Agreement;
- B. The Provider will comply with all applicable legal and regulatory requirements applying to the exercise of the Provider's rights and the fulfillment of the Provider's obligations under this Agreement; and
- C. The Provider has or has access to all necessary knowledge, expertise and experience to perform its obligations under this Agreement.

7.1 The Customer warrants to the Provider that:

- A. The customer has the legal right and authority to enter into this Agreement and to perform its obligations under the Agreement.
- B. All of the parties' warranties and representations in respect of the subject matter of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into the Agreement or any related contract.

## 8. Remote Support

### 8.1 Benefits of Remote Support

Following are the benefits you will receive under the Remote Support option. Unless otherwise noted, these benefits are available during Standard Business Hours.

## **8.2 Troubleshooting**

- If you experience a problem with a Supported Product, you can report it via phone or email. You will also have unlimited access to documentation, and other information via Reach's support website. Reach may require that only those individuals you have identified as Reach authorized contacts are able to initiate requests, access the support website or check on problem status, and Reach may request you limit the number of authorized contacts.
- Reach will respond to, diagnose, and clear system-generated alarms received via phone or email. Any problem that cannot be automatically cleared by Reach technicians will be responded to according to response intervals designated in this document.
- Reach will troubleshoot, analyze and resolve problems with Supported Products via telephone or remote connection.
- Reach will identify inconsistencies or errors in Reach product documentation.

## **8.3 Telephone Support**

During Standard Business Hours, you will have access to telephone support, which includes:

- Answering general usability or product-specific questions, such as non-programming issues and general information around the functionality of a Supported Product. Usability information can be provided without knowing the specific programming and configuration details of your system. This general support does not include consultation on appropriate methods and procedures for your environment nor does it include custom programming.
- Providing advice, which includes directing you to sections of the documentation that may answer a question, clarifying the documentation or recommending possible training courses.
- Working with trained individuals from your company to enhance understanding of the use and features of Reach products.

## **8.4 Exclusions from Remote Support**

Remote Support does not include the following:

- Parts replacement and/or on-site support
- Customized system features, configuration changes or reports (unless specifically included in the Reach solution)
- Provisioning or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Supported Product
- Services and all troubleshooting support not directly attributable to a fault in Supported Products (including faults in the Customer's own network or the public network)
- Support for any products other than Supported Products. In the event that a fault or problem is traced to products other than Supported products and other Reach coverage does not apply, customer will be responsible for Reach's time and materials charges for such support

## **8.5 Response Intervals of Remote Support**

Response intervals define Reach's objectives for responding to a request for support. The interval is defined as the elapsed time between receipt of an assistance request with Reach Customer Service and the commencement of problem resolution efforts by the remote engineer.

Reach's remote response objective is two (2) hours for Major Failures and next business day during Standard Business Hours for Minor Failures.

## 9. On-Site Support

Reach determines whether the outage or fault constitutes a Major or Minor Failure. The following are the guidelines for Major and Minor Failures according to product group: PBX and VPBX, Network devices, Handsets and accessories and Supported Non-Reach devices.

### **PBX/VPBX:**

**Major Failure:** The PBX or VPBX is out of service; Twenty-five percent (25%) or more of the handsets and/or stations supported by Reach are out of service at any time due to the failure of products provided by Reach; or twenty-five percent (25%) or more of the network capabilities supported by Reach are out of service at any time due to the failure of products provided by Reach. Twenty-five percent (25%) or more of the user community is out of service at any time due to the failure of a Supported Product not provided by Reach.

**Minor Failure:** Any failure of PBX or VPBX provided by Reach that is not included in the definition of a Major Failure.

### **Network Equipment:**

**Major Failure:** Network equipment failures that materially affect the operation of your telecommunications system.

**Minor Failure:** Any failure of network equipment provided by Reach that is not included in the definition of a Major Failure.

### **Handsets and Accessories:**

**Major Failure:** Handsets cannot make or receive calls. Accessories do not function.

**Minor Failure:** Any failure of Products provided by Reach that is not included in the definition of a Major Failure.

### **Supported Non-Reach Devices:**

**Major Failure:** The device is not functioning or not accessible by more than 50% of users.

**Minor Failure:** Failure of Supported Products not provided by Reach that is not included in the definition of a Major Failure.

## 9.1 Benefits of On-Site Support

If a fault cannot be resolved remotely, and Reach determines on-site intervention is required, Reach will dispatch a field technician or designated resource, including engineering support, consistent with the response intervals set out below.

The following is also included for on-site support options:

- Installation of technician installable updates during Standard Business Hours.
- Routine inspection and maintenance for Reach products.
- Correction of damage to voice hardware products where lightning or a power surge is the direct cause of damage to the voice hardware products, provided that:
  - a. You complied with all documentation, installation, electrical code standards and site requirements

- b. All power feeds for the switching products, analog central office facilities connected to the switching product, and ancillary equipment are protected by a properly installed electrical protection device

## **9.2 Exclusions from On-Site Support**

Reach field technician remaining on-site after resolution of a problem in the Supported Products

Reach field technician remaining on-site outside of coverage hours

Providing standby service, such as requesting field technicians to be present on your premises during electrical power shutdowns, disaster recovery tests, or special events

Replacement of parts that are consumables, accessories or minor materials, including, but not limited to: batteries (as specified below), headsets, remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, designation strips, technical documentation, labels and removable media.

Batteries associated with Uninterruptible Power System (UPS) and direct current batteries are considered a consumable product and replacements must be purchased and installed by the Customer.

Wireless batteries are not considered major components of the various Wireless solutions supported by Reach; therefore, these batteries are considered a consumable product and replacements must be purchased and installed by the Customer.

Additional charges may apply if a Reach field technician is scheduled to service equipment and the technician must wait one (1) or more hours after arriving on-site for equipment to become available for servicing.

## **9.3 Response Intervals of On-Site Support**

Response intervals define Reach's objectives for responding to a request for support. If Reach deems the fault cannot be cleared remotely, the interval is from the time the Reach Service Center identifies an on-site visit is required to the time the technician arrives at your site.

### **9.3.1 Major Failures**

Reach will dispatch a field technician to your site within two (2) business hours for Major Failures at Customer sites located within STX Zone 1, as defined by Reach (see attachment 4). This response is available during the hours of 8:00 a.m. to 5:00 p.m. AST, Monday through Friday, excluding Reach observed holidays. The two (2) hour response interval is not applicable between the hours of 5:00 p.m. & 8:00 a.m. if the 24x7 option is elected.

Reach will dispatch a field technician to your site within four (4) business hours for Major Failures for Customer sites located within STX Zone 2, as defined by Reach (see attachment 4). This response is available during the hours of 8:00 a.m. to 5:00 p.m. AST, Monday through Friday, excluding Reach observed holidays. The four (4) hour response interval is not applicable between the hours of 5:00 p.m. & 8:00 a.m. if the 24x7 option is elected.

### **9.3.2 Minor Failures**

Reach will dispatch a field technician to your site within two (2) business days. This response is available during the hours of 8:00 a.m. to 5:00 p.m. AST, Monday through Friday, excluding Reach observed holidays.

### **9.3.3 All Other On-site Support**

As scheduled by you and Reach.

## **10. Advance Parts Replacement**

### **10.1 Benefits of Advance Parts Replacement**

Advance Parts Replacement will provide for advance replacement by mail or hand delivery of any covered part of any Supported Product that Reach determines to be inoperative. This includes advance parts for Supported Products, but does not include system hardware upgrades that may be required. You must follow the procedure outlined below to receive advance parts.

### **10.2 Advance Parts Replacement Procedure**

Contact Reach Customer Service for replacement of faulty component or device during Standard Business Hours. If Reach determines the component or device to be inoperative, a replacement will be shipped to arrive next business day or hand delivered by Reach Field Technician. If mailed, receive and replace the field-replaceable component/device. Ship the faulty component or device to be received by Reach within ten (10) business days of receipt of replacement component/device, using industry-standard material handling processes (including the use of Electrostatic Discharge or ESD preventive measures and protective packaging) and the return procedures provided. You may be charged for the replacement device if Reach does not receive the faulty part within this time frame. Certain minor materials, such as internal cabling, fans, fan assemblies, transformers, embedded operating system software, power supplies, fuses and firmware may not be independently replaceable. In these circumstances, Reach may require and will send the larger component to be replaced rather than the minor material.

### **10.3 Exclusions from Advance Parts Replacement**

The following exclusions apply to Advance Parts Replacement coverage:

- Media or Hardware replacement for damages or malfunctions caused by: (1) actions of non-Reach personnel or the attachment of products not supported by Reach; (2) failure to follow manufacturer's installation, operation, or maintenance instructions; (3) failure of products not serviced under this Service Description; (4) abuse, misuse, or negligent acts of non-Reach personnel; (5) repair to products if the Customer or the Customer's authorized party modified the product in any manner, shall not be covered.
- Replacement of parts that are consumables, accessories or minor materials, including, but not limited to: remote controls (TV & video), printer ribbons, back-up tapes or other blank media, wall brackets, rack mounting and other hardware kits, face plates, bezels, blank panels, technical documentation, labels and removable media.
- Batteries associated with Uninterruptible Power System (UPS) and direct current batteries are considered a consumable product and replacements must be purchased by the Customer.
- Wireless batteries are not considered major components of the various Wireless solutions supported by Reach; therefore, these batteries are considered a consumable product and replacements must be purchased by the Customer.

### **10.4 Response Intervals of Advance Parts Replacement**

Response intervals define Reach's objectives for responding to a request for Advance Parts Replacement. The interval is defined as the elapsed time between confirmation of a faulty part on a Supported Product by Reach Customer Service and the shipment or delivery of the components or devices.



Attachment 1: SUPPORT SERVICE CHARGES

# SUPPORT SERVICES ORDER

**FOR:**

Plessen Healthcare, LLC.  
 ATTN: Rob Banter

**DATE:** 11/30/2015

**CUSTOMER #:**

**P.O. #:**

**INVOICE #:**

<b>ITEM#</b>	<b>DESCRIPTION</b>	<b>QTY</b>	<b>RATE</b>	<b>AMOUNT</b>
	Remote Support Service	17	\$5.00	\$85.00
	On-Site Support Service	17	\$10.00	\$170.00
	Advance Parts Replacement Service	17	\$10.00	\$170.00
			<b>Total Monthly Charges</b>	<b>\$425.00</b>

## Attachment 2

### Currently Supported Products

Following is the list of Currently Supported Products.

#### 1. Routers:

- a. Cisco RV042
- b. Cisco RV042G
- c. Cisco RV082
- d. Edimax BR-6624
- e. TP-Link Archer C7

#### 2. Switches

- a. TP-Link TL-SG1008P
- b. TP-Link TL-SG1008PE
- c. TP-Link TL-SG3210
- d. TP-Link TL-SG3216
- e. TP-Link TL-SG3424
- f. TP-Link TL-SG3424P

#### 3. UPS

- a. Eaton 5P 500va
- b. Eaton 5P 700va
- c. Eaton 5P 1440VA
- d. Eaton PW5110-500
- e. Eaton PW5110-700
- f. Eaton PW5110-1500

#### 4. Radios

- a. Engenius 2611P
- b. Engenius 5611P
- c. Engenius ENH200
- d. Engenius ENH202
- e. Engenius ENH500

#### 5. Handsets

- a. Yealink T20P
- b. Yealink T42G
- c. Yealink T46G
- d. Yealink T48G
- e. Yealink CP860
- f. Yealink VP530

#### 6. Handset Accessories

- a. Yealink EXP40
- b. Yealink CPE80
- c. Yealink YHS532
- d. Yealink BT40



Attachment 4

On-Site Support Zones, STX

