



Dear: Mt Diablo Unified School District:

Date: Nov 17, 2009

Contract Extension

PBX's & Voicemail maintenance contract agreement expiration as of Dec 31, 2009.

Here is the same pricing for 2008 to the next contract a year extension 2010.

Same amount of NEAX PBX's cover from the previous years

Year Jan 1, 2008 – Dec 31, 2008 = \$40,800.00

Voicemail

Year Jan 1, 2008 – Dec 30, 2008 = \$11,250.00

Total \$52,050.00 for calendar year 2010

All other Terms and conditions of the existing contract will remain the same.

Customer: Mt Diablo Unified School District
 Authorized representative below

By: _____

Signed

Date

Vendor: Professional Convergence Solutions, Inc

By: Kie Ha

Signed

 11/17/09
Date



Maintenance Service Agreement
Voice mail Voice messaging system
Professional Convergence Solutions, Inc

This Agreement is made by and between **Professional Convergence Solutions, Inc** (PCS), having its principal place of business at 1235 Greenbrook Dr, Danville, CA 94526, and **Mt Diablo Unified School District**

I. SERVICE

PCS agrees to provide maintenance and repair services for the hardware equipment ("*Equipment*") and associated software listed in the **Schedule A of Maintenance Coverage** (collectively, such Equipment and software is referred to as the "*System*"), installed at **See Schedule A Maintenance (the "Premises")**, as set forth below.

(a) **Maintenance Services:** PCS shall, and the contracted period, furnish all parts and service necessary to maintain the System in good working order, or to provide such other maintenance coverage specified in the Schedule of Maintenance Coverage. PCS shall dispatch service personnel to the Premises to perform necessary repairs, unless PCS is able to perform the repairs from a remote location. PCS shall also conduct remote diagnostic testing, when applicable. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of PCS.

(b) **Response Time:** When on-site repairs are necessary, PCS shall respond during PCS service hours within 24 hours (excluding weekends and holidays) of PCS's receipt of Customer's service request. The service hours for PCS to provide routine maintenance and/or repair service for the System will be between the hours of 8am and 5pm prevailing local time, Monday through Friday, excluding days observed by PCS as holidays. *However*, in case of major System failure, PCS shall respond within 4 hours of PCS's receipt of Customer's service request. Service hours in case of a major System failure shall be 24 hours a day, 5 days a week. The response time will be the elapsed time between PCS's receipt of Customer's request and the arrival of PCS's service personnel at the site.

As used above, "*Major System Failure*" means:

- (1) A general inability of the System to function at 50%..
- (2) A customer discretion upon signing the contract.

(c) **Non-Covered Services:** PCS will attempt to respond to all requests for service. If service is required outside PCS's service hours, labor for such non-covered service calls will be chargeable to Customer in accordance with PCS's local prevailing hourly labor rates. However, parts and other material costs will be covered even for after-hours service under this Agreement, unless excluded under Section 5, hereof, "Exclusions".



2. TERM

The term of this Agreement shall be one years, commencing on January 1, 2008. Unless one party notifies the other of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the term (or at the end of any six-month or one-year extension of the term, which may occur as provided below), the term shall be automatically extended for an additional one (1) year period(s) ("Extensions"), upon the same terms and conditions contained herein, except PCS may adjust its service rates to conform to PCS's prevailing local service rates for the next extension. Unless Customer exercises its right to terminate as set forth above, the Customer shall be deemed to have agreed to the adjusted service rates for the next extension.

3. SERVICE FEE

- (a) Customer agrees to pay a service fee of **\$11,250.00** for the first twelve months of this Agreement.
- (b) If new or additional equipment is added to the System subsequent to the date of the initial installation of the System, a new service fee will be calculated, to reflect the increased scope of service and maintenance.
- (c) This service fee does not include federal, state, or local taxes which may be applicable, such taxes will be additional billable items, which Customer agrees to pay unless Customer provides PCS's with appropriate tax exemption documentation.
- (d) If Customer does not make timely payment to PCS of any amount payable under this Agreement, then in addition to the remedies available to PCS at law or equity or under other provisions of the Agreement, PCS's may collect interest on the sum then owing at the rate of 3% per month from the due date until payment by Customer, provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

4. LIABILITES

- (a) PCS EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.
- (b) PCS WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM A THIRD PARTY'S UNAUTHORIZED USE OF THE SYSTEM OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATIN WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER PCS OR IT SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.



5. EXCLUSIONS

(a) This Agreement will not cover repair work in replacement of battery back up or expendable items such as headsets, paper, diskettes, and printer ribbons. This Agreement also will not cover service required when due to (I) Customer's unauthorized maintenance or repair of the Equipment, (ii) Customer's unauthorized add, move, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, **flood**, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the System (as stated in (b) below), **(viii) improper wiring**, installation repair, or alteration of the Equipment by anyone other than PCS or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by PCS, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by PCS at PCS's prevailing local rates for such services and/or materials.

(b) The Customer is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include, but not be limited to, the provision of proper electrical power, air conditioning, humidity control, and other environmental requirements described in Schedule B of the System Installation Agreement. Air Conditioning needs to be sufficient to maintain a switch room temperature between 60 degrees F and 78 degrees F at all times, and relative humidity between 15% and 65%. The presence of asbestos, other hazardous materials, or unsafe conditions ("Hazards") on the premises shall be deemed an unsuitable environment for the System and PCS shall be entitled to cease performance under this Agreement until such Hazards have been cured to PCS's satisfaction. Furthermore, Customer will indemnify and hold harmless PCS or its subcontractors or agents for harm caused by, or measures taken to deal with, such Hazards.

6. FORCE MAJEURE

If either parties performance is prevented, delayed, or otherwise made impractical by reason of any flood, riot, fire, strike, explosion, war, governmental action, or regulation, or any similar cause beyond the reasonable control of PCS, PCS shall be excused from such performance until the abatement of such causes(s).

7. ACCESS

Customer agrees to provide full accessibility to the Premises for PCS's employees to perform services and will make available to PCS a reasonable amount of secure space for storage by PCS of such repair or maintenance parts as agreed by the parties

8. TERMINATION

(a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.

(b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights



and remedies provided in the Agreement by law) terminate this Agreement immediately upon notice.

(c) Cancellation - either party may with or without cause cancel this Agreement with thirty (30) days written notices to the other.

(d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

9. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of PCS. PCS may assign this contract to any parent company, subsidiary, or affiliate of PCS, or in connection with the sale of substantially all of the assets of PCS, without Customer's consent.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California, with venue in the Superior Court of Contra Costa County.

11. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and sent to each party at the address indicated below by certified U.S. mail or other delivery service providing the sender a signature upon receipt. Such notice shall be effective upon receipt.

Customer: Mt Diablo Unified School District
Address: 1936 Carlotta Drive
Concord, CA 94519-1397
Telephone: (925) 682 - 8000 ext:4501
Attention: Joe Estrada

Vendor: Professional Convergence Solutions, Inc (PCS)
Address: 1235 Greenbrook Dr
Danville, CA 94526
Telephone: (925) 556-1800 ext 202
Attention: Contract Administration

12. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.



13. COSTS

In the event of a dispute, the prevailing party shall be awarded costs and attorneys fee.

14. ENTIRE AGREEMENT

This Agreement, when executed by PCS and Customer, and approved by PCS, constitutes the entire agreement between PCS and Customer with regard to Customer's service and maintenance by PCS. Any alterations or modifications to this Agreement must be in writing, and must be executed by both an officer of PCS and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

IN WITNESS WHEREOF, Customer and PCS have entered into this Agreement, as indicated by the signatures of there authorized representative below.

Customer:	_____	Vendor:	Professional Convergence Solutions (PCS)
By:	_____	By:	_____
Print Name:	_____	Print Name:	_____
*Title:	_____	Title:	_____
Date:	_____	Date:	_____

**If Customer is a corporation, indicate the position or office held by the person signing this Agreement on the title line. If Customer is a partnership, the Agreement must be signed by all partners (or at least a "managing partner") with the word "partnership" on the title line. If the Customer is an individual, insert the phrase "sole proprietor" on the title line.*



SCHEDULE A OF MAINTENANCE COVERAGE

Mt Diablo Unified School District

FEE CALCULATION

Based on all service and support items that have been included in this service offering, PCS has determined an average cost per port as part of your service proposal. The fees are specifically based on providing parts and service support for the Baypoint Voice Memo Voice Processing System. Labor Support is described within.

The total Equipment consists of: 1 Model 640, Release 6.1B 40 Ports, 200 Hours, 2 Model C70, Redundant Hard drives.

PCS has provided a monthly Voice Memo Voice Processing System of \$937.50 the first year. Our fee calculation is based on the total Ports count used and hardware in the Voice Memo Voice Processing System.

INCLUDED SERVICES

PCS will assign a primary technician to be responsible for supporting Mt Diablo Unified School District. When other technical resources are required, an assigned project manager will familiarize the additional resources required for the School District.

The following listing includes PCS's minimum service and maintenance commitment to Mt Diablo Unified School District:

Service

- 24-hour response time for non-emergency service requests
- Bundled service request orders for more effective and cost efficient completion of work
- 2-hour emergency response

Routine Maintenance

- Annual Voice Memo Voice Processing System Diagnosis



ON-SITE/OFF-SITE LABOR SUPPORT

PCS will exercise its ability to provide remote diagnosis and repair via a dial-in modem to the Voice Memo. Whenever on-site service is required, PCS will respond in the manner described in the contract.

DISCOUNTED LABOR RATE

While under your PCS service plan, other requested billable work will be billed at \$65.00 per hour during normal business hours (\$97.50 per hour overtime rate).

DISASTER RECOVERY PLAN

PCS will provide the following in the case of a system crash:

- 2 to 4 hour emergency response time
- Replacement of failed parts within 24-48 hours

Monitoring

- For monitoring Alarms hardware and software could be provided upon request.

PAYMENT

Payment for the PCS's annual service plan is paid in two payment (bi-annually).



Maintenance Service Agreement
Professional Convergence Solutions, Inc

This Agreement is made by and between *Professional Convergence Solutions, Inc* (PCS), having its principal place of business at 1235 Greenbrook Dr, Danville, CA 94526, and **Mt Diablo Unified School District**.

1. SERVICE

PCS agrees to provide maintenance and repair services for the hardware equipment ("*Equipment*") and associated software listed in the **Schedule A of Maintenance Coverage** (collectively, such Equipment and software is referred to as the "*System*"), installed at **See Schedule A Maintenance** (*the "Premises"*), as set forth below.

(a) **Maintenance Services:** PCS shall, and the contracted period, furnish all parts and service necessary to maintain the System in good working order, or to provide such other maintenance coverage specified in the Schedule of Maintenance Coverage. PCS shall dispatch service personnel to the Premises to perform necessary repairs, unless PCS is able to perform the repairs from a remote location. PCS shall also conduct remote diagnostic testing, when applicable. Any replacement parts may be either new or refurbished but equivalent to new in operation. Parts will be furnished on an exchange basis, and any parts removed shall become the property of PCS.

(b) **Response Time:** When on-site repairs are necessary, PCS shall respond during PCS service hours within 24 hours (excluding weekends and holidays) of PCS's receipt of Customer's service request. The service hours for PCS to provide routine maintenance and/or repair service for the System will be between the hours of 8am and 5pm prevailing local time, Monday through Friday, excluding days observed by PCS as holidays. *However*, in case of major System failure, PCS shall respond within 4 hours of PCS's receipt of Customer's service request. Service hours in case of a major System failure shall be 24 hours a day, 7 days a week. The response time will be the elapsed time between PCS's receipt of Customer's request and the arrival of PCS's service personnel at the site.

As used above, "*Major System Failure*" means:

- (1) A general inability of the System to function at 50%..
- (2) A customer discretion upon signing the contract.

(c) **Non-Covered Services:** PCS will attempt to respond to all requests for service. If service is required outside PCS's service hours, labor for such non-covered service calls will be chargeable to Customer in accordance with PCS's local prevailing hourly labor rates. However, parts and other material costs will be covered even for after-hours service under this Agreement, unless excluded under Section 5, hereof, "*Exclusions*".



2. **TERM**

The term of this Agreement shall be one years, commencing on January 1, 2008. Unless one party notifies the other of its intent to terminate this Agreement at least thirty (30) days prior to the expiration of the term (or at the end of any six-month or one-year extension of the term, which may occur as provided below), the term shall be automatically extended for an additional one (1) year period(s) ("Extensions"), upon the same terms and conditions contained herein, except PCS may adjust its service rates to conform to PCS's prevailing local service rates for the next extension. Unless Customer exercises its right to terminate as set forth above, the Customer shall be deemed to have agreed to the adjusted service rates for the next extension.

3. **SERVICE FEE**

- (a) Customer agrees to pay a service fee of **\$40,800.00** for the first twelve months of this Agreement.
- (b) If new or additional equipment is added to the System subsequent to the date of the initial installation of the System, a new service fee will be calculated, to reflect the increased scope of service and maintenance.
- (c) This service fee does not include federal, state, or local taxes which may be applicable, such taxes will be additional billable items, which Customer agrees to pay unless Customer provides PCS's with appropriate tax exemption documentation.
- (d) If Customer does not make timely payment to PCS of any amount payable under this Agreement, then in addition to the remedies available to PCS at law or equity or under other provisions of the Agreement, PCS's may collect interest on the sum then owing at the rate of 3% per month from the due date until payment by Customer, provided, however, that in no event shall the aggregate interest charges exceed the maximum rate of interest which could be charged under applicable law.

4. **LIABILITES**

- (a) PCS EXTENDS NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO CUSTOMER FOR THE SERVICES PROVIDED BY THIS AGREEMENT.
- (b) PCS WILL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS, DAMAGE, OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM A THIRD PARTY'S UNAUTHORIZED USE OF THE SYSTEM OR ITS COMPONENTS, EITHER SEPARATELY OR IN COMBINATIN WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, REGARDLESS OF WHETHER PCS OR IT SUBCONTRACTORS HAD BEEN ADVISED OF SUCH POSSIBILITY.



5. EXCLUSIONS

(a) This Agreement will not cover repair work in replacement of battery back up or expendable items such as headsets, paper, diskettes, and printer ribbons. This Agreement also will not cover service required when due to (i) Customer's unauthorized maintenance or repair of the Equipment, (ii) Customer's unauthorized add, move, or changes to the Equipment, (iii) negligence, (iv) abuse, (v) connection to inappropriate power supplies, (vi) fire, **flood**, wind, lightning, or other similar acts of God, (vii) failure of Customer to maintain proper environmental conditions for the System (as stated in (b) below), **(viii) improper wiring**, installation repair, or alteration of the Equipment by anyone other than PCS or its agents, (ix) software changes or attempted software changes in the System by persons not authorized by PCS, or (x) data base reprogramming required because of Customer error of any kind. If requested by Customer, repairs necessitated by any of the above excluded causes shall be performed by PCS at PCS's prevailing local rates for such services and/or materials.

(b) The Customer is responsible for maintaining suitable environmental conditions for the System. Suitable conditions shall include, but not be limited to, the provision of proper electrical power, air conditioning, humidity control, and other environmental requirements described in Schedule B of the System Installation Agreement. Air Conditioning needs to be sufficient to maintain a switch room temperature between 60 degrees F and 78 degrees F at all times, and relative humidity between 15% and 65%. The presence of asbestos, other hazardous materials, or unsafe conditions ("Hazards") on the premises shall be deemed an unsuitable environment for the System and PCS shall be entitled to cease performance under this Agreement until such Hazards have been cured to PCS's satisfaction. Furthermore, Customer will indemnify and hold harmless PCS or its subcontractors or agents for harm caused by, or measures taken to deal with, such Hazards.

6. FORCE MAJEURE

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7. ACCESS

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8. TERMINATION

(a) If either party is in default of its obligations under this Agreement and such default continues for thirty (30) days after written notice is given by the party not in default, such non-defaulting party may (in addition to all other rights and remedies provided in the Agreement or by law) terminate this Agreement.

(b) Notwithstanding (a) above, if either party becomes insolvent, enters voluntary or involuntary bankruptcy, or takes any measures generally designed for the relief of debtors, then the other party may (in addition to all other rights and remedies provided in the Agreement by law) terminate this Agreement immediately upon notice.



(c) Cancellation - either party may with or without cause cancel this Agreement with thirty (30) days written notices to the other.

(d) Upon termination, cancellation, or expiration of this Agreement, each party shall promptly return to the other party all papers, materials, and properties of the other held by such party.

9. ASSIGNMENT

Customer may not transfer or assign this Agreement to any third party without the express prior written consent of PCS. PCS may assign this contract to any parent company, subsidiary, or affiliate of PCS, or in connection with the sale of substantially all of the assets of PCS, without Customer's consent.

10. GOVERNING LAW

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Attention: Joe Estrada

Vendor: Professional Convergence Solutions, Inc (PCS)
Address: 1235 Greenbrook Dr
Danville, CA 94526
Telephone: (925) 556-1800 Ext 202
Attention: Contract Administration

12. NON-WAIVER

The waiver by either party of any default or any obligation will not operate as a waiver of any subsequent default or excuse any future obligation.



13. COSTS

In the event of a dispute, the prevailing party shall be awarded costs and attorneys fee.

14. ENTIRE AGREEMENT

This Agreement, when executed by PCS and Customer, and approved by PCS, constitutes the entire agreement between PCS and Customer with regard to Customer's service and maintenance by PCS. Any alterations or modifications to this Agreement must be in writing, and must be executed by both an officer of PCS and the Customer. ANY ALTERATIONS OR MODIFICATIONS TO THIS AGREEMENT, UNLESS MADE IN ACCORDANCE WITH THE ABOVE, SHALL BE VOID AND OF NO EFFECT.

IN WITNESS WHEREOF, Customer and PCS have entered into this Agreement, as indicated by the signatures of there authorized representative below.

Customer:	_____	Vendor: Professional Convergence Solutions, Inc (PCS)
By:	_____	By: _____
Print Name:	_____	Print Name: _____
*Title:	_____	Title: _____
Date:	_____	Date: _____

**If Customer is a corporation, indicate the position or office held by the person signing this Agreement on the title line. If Customer is a partnership, the Agreement must be signed by all partners (or at least a "managing partner") with the word "partnership" on the title line. If the Customer is an individual, insert the phrase "sole proprietor" on the title line.*



SCHEDULE A OF MAINTENANCE COVERAGE

Mt Diablo Unified School District

FEE CALCULATION

Based on all service and support items that have been included in this service offering, PCS has determined an average cost per port as part of your service proposal. The fees are specifically based on providing parts and service support for the NEC 2400 PBX. Labor Support is described within.

The total Equipment consists of the first year:

3 NEAX 2400 PBX, 3 NEAX 2000 (Shore Acres, MNO, AYERS) PBX, and added 13 NEAX2000 IPS (Concord High, Eagle Peak YV, Meadow Home, Delta View, Cambridge, BELAIR, El-Monte, Fair oaks, Sun Terrance, Wren Elementary, Olympic High School, Oak Grove Middle school).

PCS has provided a monthly PBX per port fee of \$ 1.70. Our fee calculation is based on the total trunk and line ports used in the PBX. There are currently 2000 PBX ports in use. Total monthly cost is \$3,400.00. **Dent Center will have new PBX, but using existing Line and trunk ports.**

INCLUDED SERVICES

PCS will assign a primary technician to be responsible for supporting Mt Diablo Unified School District. When other technical resources are required, an assigned project manager will familiarize the additional resources required for the School.

The following listing includes PCS's minimum service and maintenance commitment to Mt Diablo Unified School District:

Service

- 24-hour response time for non-emergency service requests
- 2-hour emergency response

Routine Maintenance

- Annual systems backup



Covered Equipment

The First year

- 3 NEAX 2400 PBX
- 3 NEAX 2000 PBX
- 13 NEAX 2000 IPS PBX

Not Covered Equipment

- **KENTROXs**
- **Battery backup**
- **PC & Printer**
- **Voicemail**
- **Phones**

SWITCH PARTS SUPPORT

As part of this service offering, PCS will replace or repair any NEC PBX (excluding PC, printer, server) part that becomes defective during the term of this warranty. This warranty is based on a total number of 2000 Mt Diablo Unified School District PBX ports.

Additional parts, which may be added during the maintenance year, will be covered by all benefits of this warranty at no additional cost, if those parts are purchased from PCS. Parts not purchased from PCS are not covered. Labor associated with the replacement or repair of non-PCS purchased parts will be billed at PCS's prevailing local labor rates.

This warranty does not include any telephones and non-NEC components. Labor support is included in this service offering and is described below, in the "On-Site/Off-Site Labor Support" Section.

ON-SITE/OFF-SITE LABOR SUPPORT

Labor is for Service and Support only. PCS will provide guaranteed service and support for the NEC PBX network.

PCS will exercise its ability to provide remote diagnosis and repair via a dial-in modem to the PBX. Whenever on-site service is required, PCS will respond in the manner described in the contract.

DISCOUNTED LABOR RATE

While under your PCS service plan, other requested billable work will be billed at \$69.50 per hour during normal business hours.



DISASTER RECOVERY PLAN

PCS will provide the following in the case of a system crash:

- 2 to 4 hour emergency response time
- Replacement of failed parts within 24-48 hours
- Restored dial-tone (if available from the PSTN) within 24-48 hours

Monitoring

- For monitoring Alarms hardware and software could be provided upon request.

PAYMENT

Payment for the PCS's annual service plan is paid in two payment (biannually).