

GOLD PARTNER SUPPORT AGREEMENT

_____ Date: _____

In consideration of the mutual agreement herein contained TOTLCOM Inc. (TOTLCOM) agrees to service the “SYSTEM” described in Attachment A and CUSTOMER agrees to provide payment to TOTLCOM in accordance with the following terms & conditions.

1. **SYSTEM:** The following items make up the SYSTEM: *See Schedule A*

2. **TERM:** This agreement commences on _____ and is effective until cancelled by CUSTOMER with written notice to TOTLCOM not less than 30 (thirty) days prior to the anniversary date of this agreement or by TOTLCOM with written notice to CUSTOMER not less than 60 (sixty) days prior to any anniversary of the commencement date of this agreement.

3. **PAYMENT:** The monthly \$_____, annual \$_____ or triennial \$_____ payment (circle one) to TOTLCOM Inc. is for this support agreement. The rate may not be increased without 60 day’s notice by TOTLCOM prior to any anniversary date, except for additions to the system as covered in paragraph 6 of this agreement. Support service will be temporarily suspended if payments are not received within 10 days of the due date. TOTLCOM reserves the right to suspend all service if any CUSTOMER invoices are not paid within the terms of said invoices.

4. **SUPPORT:** Subject to the conditions hereof, TOTLCOM shall, without additional charge to the CUSTOMER, furnish all necessary parts & labor to maintain the SYSTEM covered hereby in good working condition and repair. TOTLCOM shall provide regular service on the average within twenty-four (24) hours of receipt of notice from CUSTOMER. Emergency Service, however, will be rendered on the average within four (4) hours of CUSTOMER’S request being received by TOTLCOM. For the purpose hereof, “emergency service” shall mean the repair or replacement of any SYSTEM component, part or program designated by the CUSTOMER, in its sole discretion, as critical to its operations. Service will be provided during normal business hours (8:00 a.m. to 5:00 p.m., except holidays). Emergency service outside of normal business hours will be provided seven (7) days a week & twenty-four (24) hours a day. A Travel/Expense surcharge may be added if an on-site visit is required for CUSTOMER locations outside a 75 mile radius of a TOTLCOM office, or for emergency call outs after hours.

Additional benefits of Gold PARTNER Support include:

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| <ul style="list-style-type: none"> • No labor charges for moves, adds, or changes, to system during regular business hours* • 10% Equipment, software and license discount for adds to system. • No charge for “No Trouble Found” • No charge on parts or labor for repairs • Software releases/revisions are at no charge • Free software diagnostics • Labor to reprogram systems after magnetic media or software crashes at no charge. • Nightly back-up of server programming*. • Priority queuing & dispatch • Network services ordering and coordination. (phone lines, T1, PRI, DSL, VPN, SIP Trunking, MPLS networks, etc.) • 24 hr troubleshooting of network service issues free when orders have been placed through TOTLCOM agent partnerships. | <ul style="list-style-type: none"> • Additional training upon request, no charge • Emergency back-up equipment stored in TOTLCOM warehouses strictly for Gold Seal, Gold Partner and CTAP Partner support • Wiring and cabling problem identification • Review of communications system expenses with cost-saving recommendations • Replacement of defective cords • Free consultation • Free remote programming as requested. |
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** New cabling excluded and please see paragraph 9.*

Guarantee:

One thousand dollars (\$1,000)
if TOTLCOM fails to meet published emergency response times

5. **ASSIGNMENT:** This agreement may not be transferred or assigned to any third party without the written consent of TOTLCOM.
6. **ADDITIONS and CHANGES:** If new or additional equipment, software or licenses are added to the SYSTEM subsequent to the date of this agreement, the monthly payment will increase by 1.15% of the list price of those items. For pre-paid contracts, TOTLCOM will prorate and invoice CUSTOMER. Changes or additions to the system not performed (or preauthorized) by TOTLCOM may void this agreement.
7. **PERFORMANCE:** In the event of material breach of this agreement, either party may cancel this agreement, this being the exclusive remedy available. TOTLCOM does not make any warranties in respect to the equipment either expressed or implied, except as provided in this agreement. All warranties shall be void as to equipment damaged, or rendered unserviceable by negligence, misuse, theft, vandalism, fire, water, or other peril, or by moving, repair, relocation, or alteration not authorized by TOTLCOM or caused by the actions of the employee, agents or representatives of CUSTOMER. TOTLCOM shall in no event be liable for any special, incidental, or consequential damages for loss, damages or expense directly or indirectly arising from customer's inability to use the equipment either separately, or in combination with any other equipment or software, or from any other cause, including toll fraud, spam, hacking, virus or worms. Repairs necessitated by any of the above excepted causes shall be made by TOTLCOM, and the reasonable cost of the labor and materials for these various services, shall be paid by the CUSTOMER. CUSTOMER hereby grants TOTLCOM full and unrestricted access to each of the premises on which the SYSTEM is located for the sole purpose of maintaining the SYSTEM.
8. **ENTIRE AGREEMENT:** The provisions contained in this agreement, when approved, accepted & executed, constitute the entire agreement between TOTLCOM & the CUSTOMER with regard to the subject matter hereof and any alterations or modifications hereto must be in writing, referring to this agreement, and must be executed by TOTLCOM and CUSTOMER.
9. **EXCLUSIONS:** New Server Operating System licenses (e.g. Microsoft) and advanced applications (e.g. custom software, database integration, specialized call recording, etc.) are excluded. Peripheral "plug in" items such as headsets, dialers, answering machines & cordless/wireless telephones are not covered by this agreement & should be returned directly to the manufacturer's service center. Firewall associated subscriptions are excluded. Battery costs are not covered by this agreement. "Acts of God", lightning and water damage are excluded. Automatic discounts and free labor do not apply to added new site locations, ECC and Mobility Systems. They will be quoted separately, but at a discount.
 *Nightly back-up of your covered server applies when there is a TOTLCOM provided drive (thumb or other) on your server. We provide this solution on the servers we install or on yours upon request. If this solution has been removed, this benefit is voided. If you the customer provide the server, virtual or otherwise, it is your responsibility to back up the server regularly.

MISCELLANEOUS: Paragraph headings are only for the fulfillment of the parties hereto and shall not be invalidate the remaining provisions hereof. *If any of the provisions of this agreement are held to be illegal, invalid, or unenforceable, such shall not invalidate the remaining provisions thereof.*
 TOTLCOM shall have the rights to delegate the performance of warranty work to subcontractors, but in any event shall remain responsible to customer for the performance thereof.

By signing this Support Agreement, CUSTOMER acknowledges having read the terms and conditions and agrees to same.

TOTLCOM Inc.

(Customer)

By _____
 (Signature)

By X _____
 (Signature)

 (Printed Name)

 (Printed Name)

Title: _____

Title: _____

Date: _____

Date: _____