

PURCHASE, INSTALLATION, SUPPORT & MAINTENANCE AGREEMENT

This agreement is between Infotel Systems (Infotel, our, we, us) and the signatory (you, your, customer) who is purchasing goods and/or services from Infotel Systems.

1. Having a "Perfect Install"

1a. Customer must quality review and sign as accepted checklist, call flow charts, network diagrams and such.

1b. **Delay of planning documentation completion** will delay installations.

1c. **A punch list** must be provided to us with your desired system changes. List completed = agreement satisfied.

1d. **Administrative hand-off** to the customer occurs after consistent system performance and customer training is proven.

2. Telephone Numbers: New, Moves, or Porting (NMP) to another carrier

2a. **Disconnects of old service** are handled by the customer. Expect at least one lingering bill from their old carrier.

2b. **NMP** are scheduled at 11pm M-F unless specified. Do not publish assigned telephone numbers until in and working.

2c. **Carrier termination charges** will not be paid unless a written pre-defined fixed amount is negotiated.

2d. **Porting away from us** requires flat \$199 port-out fee and 60 day advance written notice to us or your port request will be delayed. Unlike other companies, we do not have long term agreements which would cost you far more than this fee.

2e. **Directory listings:** White & Yellow pages are obsolete. Customer is responsible for printed and online directory listings.

2f. We are not responsible for costs incurred from **International calling toll fraud**. We suggest you restrict your provider from allowing International calling or we can provide a carrier that restricts calling to high toll rate (fraudulent) destinations.

2g. **Delay or Denial of Service:** Infotel assumes no liability for orders rejected, delayed or "screwed-up" by any carrier. We don't allow changes to an assigned carrier due date.

3. Infotel Hosted Services and VoIP

3a. **Voice QoS** - is guaranteed to Internet connections we control, via wired LAN networks we control to hard VoIP phones we install. Wireless networks, shared LAN networks or VoIP softphones may compromise voice quality.

3b. **Voice over IP services delivered** over fiber Internet works best. If your Internet is Comcast coax, we require a static IP for quality monitoring and suggest Verizon 4G backup. More info is available at www.comcastrepair.com. We reserve the right to switch Internet customers to fiber and/or point-to-point microwave delivered Internet if the new service: costs less, is faster, has better uptime, and lower latency. In other words, "faster, better, cheaper".

3c. **"Unlimited" local & long distance:** is reasonable business use of customer only as is capped at 1000 minutes per phone/month. Thus, 9 phones would create a huge 9,000 minute (150 hours) shared pool. Outbound call centers, predictive dialers, and other high volume systems are prohibited.

3d. **Billing starts** when your voice numbers port to us and you are taking calls on your new system.

3e. **Denied Services are** – dialing 411, 900, fraudulent destinations (Sierra Leone) or free conference calling services.

3f. Systems port just a **single main number** unless you are paying for additional numbers.

4. Remaining POTS lines (Fax, Alarm, Postage, vendor diagnostic)

4a. **Your Fax number:** moves to our www.faxinbox.com platform that will email your faxes to you as a PDF and allow outbound faxing via our fax to print service. Use a scanner for outbound "faxing" or we can provide an outbound fax line for your existing fax machine if desired for a \$24.95/mo + tax added monthly fee.

4b. **Alarm Lines:** on POTS lines must be kept at customer's expense or we will help you move this to a cellular link.

4c. **Postage machines and credit card** We will help customer convert these to an IP connection.

5. Your Internet router

5a. Customer will provide **open ports** on router/firewall to allow remote access to the system for maintenance purposes.

5b. Unless quoted, you must cover **cost to reconfigure your IP network** to accommodate our equipment.

5c. Our quoted router becomes your **edge router** and likely your only router to maintain voice quality.

6. Environment & Access

6a. **A dedicated 15amp outlet** for our systems and adequate heating, cooling and humidity must be maintained.

6b. Systems must be installed in a **secure area**. Customer provides us **24/7/365 access** for routine or emergency access.

6c. **Hazards:** Area of install must be free of any www.OHSA.GOV hazards.

6d. We require **cooperation** from your IT staff. IT costs incurred are not part of our agreement unless stated in writing.

7. System Performance, Support & Warranty

7a. Discussions may cover features never purchased. Only items on a written quote will be delivered. We can provide: demo equipment, system manuals, web links, call flow charts and training to clarify the capabilities of the system sold.

7b. **Maintenance plans** extend the **manufacturer's warranty**. (Keeps the car running but not driving lessons). **Support plans** cover training, and general support questions. (Driving lessons but does not keep the car running).

7c. **Warranties and plans are null and void** when persons other than Infotel Systems employees adjusts, modifies or adds to any part of the system without written permission from Infotel.

7d. **Customer attached goods and services** must be professionally installed to manufacturer's and industry specifications & under a warranty/support plan. Examples: network cabling, computers, switches, VoIP QOS enabled routers, power devices.

7e. **Force majeure** law applies to everything we do.

7f. **Changes** – allowed if replacement device or service is the manufactures indicated equivalent, replacement or upgrade.

7g. **We answer** 804-266-6600 24/7/365. For onsite, equipment, we provide 2 hour response to critical failures.

7h. **Utility cost savings are based** on an audited bill before we install. We are not responsible for your (other) Internet provider or alarm/fax POTS line provider increasing your service costs. Cost savings are on what we see and not taxes and fees that may appear in the future from other providers. Infotel Systems does NOT invent new revenue producing fees. Our taxes and fees are only government required and are a 100% government pass-through.

8. Payments and Agreement Term

8a. **Payment is due** for goods and services when such goods and/or services are rendered. Payments are first applied to outstanding labor and interest, then to equipment, then to hosted monthly services. Deposits may be required.

8b. **If legal action** is taken, the customer agrees to pay reasonable cost of; attorney's fees, courts, equipment repossession.

8c. Infotel retains **Title to equipment** until paid in full. Any system or service not paid for upon delivery is considered financed as a "purchase money security interest" granted to Infotel. Delivered equipment is used as a security against any financing agreement.

8d. **Tenants of landlords** may need to send us written approval that "(landlord name) will not file a lien against or claim a security interest in, or deny access to the above property"

8e. **Auto-pay:** Periodic payments under \$50/mo are by auto-pay credit card. Credit card accounts that fail to process will be contacted for credit card information update. Failure to pay will result in service suspension only after multiple phone calls!

8f. **Agreement terms** are for the stated initial term in the sales agreement or if not stated are for an initial 12 months. All terms then auto renew for successive 12 month terms unless terminated 30 days prior to the end of the term.

9. Security

9. **Security PCI** – We will not certify PCI compliance if your accounting systems retain card information a local storage device such as a PC. Work with your CRM or business operations software vendors to store credit card information only at a PCI certified credit card processor. Do not accept card information by email or fax. Shred all written credit card information. If you take information by voice, enter such information directly into a secure PCI certified web portal operated by your credit card processor.

Security Network We used sophisticated network auditing tools to insure your network is safe. Yet, all customers are vulnerable to viruses. Regular “air gapped” and 3-2-1 Industry standard backup is required to protect your data. You must schedule with us 4x per year test restore of your data whereas you delete a file from your server and ask us to restore it.

10. Customer duties

10a. Understand the mission of www.statuslights.com,

10b. 6 step troubleshooting process as defined at www.infotel.com/service

10c. Reboot a device or move a patch cord for us, proctor all 3 party vendors such as Comcast or Verizon.

11. Mutual NDA/ Non-compete / Non solicit

11a. Infotel Systems and it’s customer identify as the two “parties” and are bound by the terms in this section. Neither party may hire staff of the other party. Nether party may disclose proprietary or trade secrets of the other party. Nether party may solicit customers of the other party for business that competes with the other party.

Client Signature

Print full Name

Date
