



**A Service Agreement for
Kenton County Of
Q-00002647**

DOCUMENT CREATED DATE: 03/24/2020

Table of Contents

- Section 1: Signatures 3
- Section 2: Pricing 4
 - 2.1 Location: 1840 Simon Kenton Way, COVINGTON, KY, United States, 41011 4
- Section 3: General Terms and Conditions 5
 - 3.1 Term 5
 - 3.2 Early Termination Fees 5
 - 3.3 Terms and Conditions of Service 5
 - 3.4 Out-of-Scope Items: General 6
 - 3.5 CBTS Provided Equipment 6
 - 3.6 Billing 7
 - 3.7 Suspension or Restriction of Service 7
 - 3.8 Service Agreement Change Control 7
 - 3.9 Support and Repair Processes 8
 - 3.10 Trademarks and Logo; Advertising 8
 - 3.11 Customer or Third-Party Network or Service Failure; CBTS Limited Liability 9
 - 3.12 Security Technology Industry Unknown Attacks 9
 - 3.13 Procedures Regarding Third Party Complaints 9
 - 3.14 Data Security And Data Privacy 9
- Section 4: WebEx Supplemental Terms and Conditions 10
 - 4.1 Webex Service Definition 10
 - 4.2 Service Offering Details 10
 - 4.3 Customer Obligations 12
 - 4.4 Liability 12
- Appendix 1. Service Definitions 13
- Appendix 2. Contract Change Request Form 15

Section 1: Signatures

Kenton County Of ("Customer") and CBTS Technology Solutions LLC, for itself and its Affiliates ("CBTS") agree to engage for the Services described in this Service Agreement: Q-00002647 ("Service Agreement"). This Service Agreement shall be governed by the terms of the Master Services and Products Agreement between CBTS and Kenton County Of dated as of 03/24/2020 (as amended, supplemented, restated, or replaced from time to time, the "Master Agreement") between CBTS and Customer.

This Service Agreement is effective as of the date of last execution below (the "Effective Date") and entered into by and between CBTS, a Delaware corporation, with its principal place of business at 221 East 4th Street, Cincinnati, OH 45202 and Kenton County Of with a place of business at 303 Court St Ste 307, Covington, KY 41011-1627.

This Service Agreement provides details of the Services (detailed in Section 2 below), related Products if any, Service Level Agreements, Service-specific terms, Customer rights and responsibilities, one-time and recurring fees, early termination charges, change control, and third party license agreements as applicable.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives.

CBTS Technology Solutions LLC

By: _____
Print Name: _____
Title: _____
Date: _____

Kenton County Of

By: _____
Print Name: _____
Title: _____
Date: _____

Kenton County Of Point of Contact:

Name: _____
Office: _____
Mobile: _____
E-Mail: _____

Section 2: Pricing

2.1 **Location:** 1840 Simon Kenton Way, COVINGTON, KY, United States, 41011

General Pricing

Line Item	Product	Description	QTY	MRC per	MRC Subtotal	NRC per	NRC Subtotal
1	Webex	Named User	5	29.99	149.95	-	-
2	Webex	Cisco Audio	1	-	-	0.00	0.00
3	Webex	Meetings Bridge Country Call Back Audio	5	5.00	25.00	-	-
4	Webex	Webex Assist Services Enabled	1	-	-	0.00	0.00
Subtotal					174.95	Subtotal	0.00
MRC Total					USD 174.95	NRC Total	USD 0.00

Section 3: General Terms and Conditions

CBTS will deliver the capabilities and entitlements of the Service Agreement, utilizing tiers of experienced resources, proven methodologies, processes, and unique tools.

3.1 Term

Unless otherwise provided in the Supplemental Terms (as applicable):

The initial term of this Service Agreement will be twelve (12) months beginning on the date that CBTS first invoices Customer for the Minimum Commitment Amount (as defined in the Pricing sections) for each individual service, and shall remain in effect unless earlier terminated pursuant to the terms herein, or until all CCRs or Addenda issued pursuant to this Service Agreement have been terminated or expire, whichever is last to occur ("Initial Term"). Following the expiration of the Initial Term, this Service Agreement shall automatically renew at the current contract rate for additional twelve (12) month periods (each a "Renewal Term") unless either Party terminates this Agreement by providing sixty (60) days advance written notice of termination to the other Party prior to the expiration of the then current Term ("Term" shall mean collectively Initial and/or Renewal Term).

CBTS reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to the stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

3.2 Early Termination Fees

Customer may terminate the Service Agreement for convenience at any time by providing one hundred twenty (120) days prior written notice to CBTS. If Customer terminates the Service Agreement for convenience prior to the end of the Initial Term, or CBTS terminates Customer for cause, Customer will be responsible for:

- I. one hundred percent (100%) of all deferred payments and a pro-rata portion of any charges previously waived by CBTS;
- II. one hundred percent (100%) of all non-cancellable third-party charges;
- III. all outstanding amounts under all invoices; and
- IV. an Early Termination Fee equal to: one hundred percent (100%) of Customer's Monthly Recurring Charges amount under the Services Agreement (calculated as trailing six-month average MRC preceding termination) multiplied by the number of months remaining in the Initial Term.

Customer will pay such amounts owed and termination fees within thirty (30) days after the termination date.

3.3 Terms and Conditions of Service

Item	Short Name	Definitions
1	Misuse of Service	Customer will not use, or permit use of, the Services in a manner which is (i) illegal; or (ii) infringes the patent, copyright, trademark, confidential information or intellectual property rights of a third party; collectively "Service Misuse". Customer shall be responsible for any such Service Misuse.
2	Management: Points of Contact	<ul style="list-style-type: none"> • Customer shall provide and maintain a contact list: <ul style="list-style-type: none"> ○ with correct telephone and email information for service escalation that indicates who to contact, at what priority level, and the precedent of the contact order, and ○ for Change Management authorization • Customer shall identify points of contact with decision-making and approval authority. • All Points of Contact must be reachable so CBTS can report alarms, outages,

		emergencies, etc. CBTS will not be responsible for any actions taken or not taken as a result of Customer's failure to respond.
3	Access	Customer shall provide onsite and remote network and system access as required for CBTS Employees and for ENOC Systems.
4	3 rd Party License Agreements	Customer agrees to comply with each third party end-user license agreement ("EULA"). Terms in the EULA may require that Customer execute the EULA by an authorized signature.
5	Security Disclaimer	CBTS does not guarantee that Services will eliminate all risk or prevent damage from network or system security breaches.
6	Taxes, Surcharges and Fees	Customer will pay all applicable taxes, regulated fees including but not limited to, the Universal Service Fund (USF), Administrative Recovery Fee (ARF), 911 charges, and any additional charges or fees (non-reoccurring charges (NRC) that are not specific to a DID); Pricing on Services Agreement does not include these amounts.

3.4 Out-of-Scope Items: General

In addition to any Service-specific items that are out-of-scope as provided herein, the following items are generally out-of-scope:

Item	Short Name	Definitions
1	Scope of Engagement	Customer is responsible for any items not explicitly listed in this Service Agreement. Changes to the Service Agreement may require a CCR.
2	Project Management	Other than those defined within this Service Agreement, or another Service Agreement, or CCR, or Right to Engage (RTE), the application of processes, methods, knowledge, skills and experience to achieve project objectives are out of scope.
3	Direct End User Support	End user help-desk support / single user issues submitted to CBTS directly from an end user.
4	3rd Party Applications	Troubleshooting of 3rd party applications that are not a part of the Service.
5	Application Support	Application support of non-supported applications.
6	Application Installation	Application installation of non-supported applications.
7	Network	Customer is responsible for configuration and support of their network.
8	Physical IMAC	Customer is responsible for physical installs, moves, adds and changes excluding any activities/services that the Customer pays CBTS to perform during Service Implementation.
9	Customer Activities	As noted by an 'X' in the Customer column in any Roles and Responsibilities table throughout the Service Agreement.
10	Security Compliance and Audit(s)	Customer is responsible for its security compliance and all associated costs (including audit costs).

3.5 CBTS Provided Equipment

3.5.1 License to Customer

CBTS may make available to or provide Customer with material, equipment, or software as required for Customer to use the Service(s) ("CBTS Provided Equipment") and CBTS grants Customer a non-exclusive, non-transferable, non-sub licensable, limited license to use the CBTS Provided Equipment in accordance with this Service Agreement.

3.5.2 Right of Access

Customer agrees to give CBTS access during regular business hours, or at any time in the event of an emergency, to service or remove the CBTS Provided Equipment at CBTS's sole discretion. Without the prior written consent of CBTS, Customer will not access, or attempt to access, any equipment or facilities furnished by CBTS in connection with this Service Agreement. Loss, theft, or physical damage to the CBTS Provided Equipment is Customer's responsibility.

3.5.3 Return Upon Termination

Upon termination of this Service Agreement by either party, Customer agrees to return all CBTS Provided Equipment in good condition (allowing for reasonable wear and tear) to CBTS within thirty (30) days of the termination date. If CBTS Provided Equipment is not returned timely, Customer will be charged a "Non-Return Fee – [CBTS Service]", calculated as the depreciated value of all materials, equipment, and software related to this Service Agreement prorated by the remaining tenure of the then-current Term. If Customer requests CBTS to remove the CBTS Provided Equipment, Customer will be charged a "Removal Fee – [CBTS Service]" based on the number of pieces of hardware to be removed and CBTS or third party resources required for the removal. The equipment non-return and equipment removal fees will appear on Customer's next CBTS bill.

3.6 Billing

3.6.1 Billing; Deposits; Creditworthiness

CBTS shall send notice to Customer that service is ready for commercial use ("Service Activation Date") and billing will commence within five (5) business days thereafter. CBTS reserves the right to examine Customer's credit record and to require a deposit or other security, including payment by credit card, before it provides or continues Service to Customer. CBTS will determine, at its discretion, how Customer's deposit or other security will be allocated to satisfy outstanding amounts owed by Customer to CBTS. By subscribing to the Service, Customer authorizes CBTS to investigate Customer's creditworthiness and agrees, from time to time, to provide appropriate authorizations and financial information as CBTS may reasonably request for this purpose.

3.7 Suspension or Restriction of Service

3.7.1 Cause for Suspension

CBTS may suspend or restrict the use of Service (i) upon prior notification if the operations or efficiency of the Service is impaired by Customer's use; or (ii) at any time any amount is past due from Customer to CBTS; or (iii) at any time there has been or is any breach of this Service Agreement. CBTS shall have no responsibility to notify any third party of such termination or suspension.

3.7.2 Unauthorized Use

CBTS reserves the right to immediately terminate or modify Customer's Service(s) if it is determined by CBTS in its sole discretion that Customer has used the Service(s) for any prohibited or unauthorized purpose or activity. In such instances, Customer is responsible for the termination fees as outlined in section 3.2 "Early Termination Fees".

3.8 Service Agreement Change Control

3.8.1 Contract Change Request

A Contract Change Request ("CCR") is the method for communicating changes to the services outlined in this Service Agreement. CBTS will review any CCRs with Customer to discuss the impact the change will have on the services, deliverables, SLAs, terms and conditions, and pricing. A CCR template is included as an Appendix to this Service Agreement. Both parties will be required to approve the proposed change by authorized signature of the CCR. In the event of a conflict in terms, the CCR will be subordinate to the terms of this Service Agreement unless explicitly stated otherwise.

3.8.2 Move/Change of Service Location

If Customer moves its Service(s) location prior to the expiration of the then current Term, Customer will be responsible for relocating the CBTS Provided Equipment unless Customer pays CBTS for all standard installation and Service charges associated with relocating the Service(s) ("Move Charges"). The applicable Service

Agreement will continue in effect at the new location (including the original expiration date and rate structure). Early termination fees will apply if Customer terminates any existing Service(s).

If Customer cancels, in whole or in part, any requested addition, rearrangement, relocation or other modification to the Service(s) prior to completion thereof, Customer will reimburse CBTS for the actual expenses incurred by CBTS in connection with such activity prior to CBTS's receipt of notice of cancellation; provided, however, the amount of such reimbursement will not exceed the charges that Customer would have otherwise incurred (for example, construction or installation charges associated with such activity).

3.9 Support and Repair Processes

3.9.1 Technical Support

Customer will receive technical support from the CBTS Support Team which is available 24/7 and provides traditional tier 1 and tier 2 service desk support. CBTS will provide engineering escalation for Tier 3 support.

3.9.2 Support Hours

CBTS's Service(s) are subject to the information in the table below.

Item	Short Name	Information
1	Incident Support	Support for business impacting Priority 1 & Priority 2 incidents are 24 hours per day, 7 days a week, and 365 days a year. Support for all other events: 7:00 a.m. to 7:00 p.m. EST, five days a week, excluding U.S. Holidays identified below.
2	Service Request Support	Service Requests are performed during Normal Business Hours.
3	Scheduled and Non-Business Hour Service Request	Scheduled and/or Service Request that need to be performed outside of Normal Business Hours or require additional resource planning will be exempt from SLA.
4	Normal Business Hours	Defined as 7:00 a.m. to 7:00 p.m. EST Monday through Friday, excluding U.S. Holidays.
5	Holidays	U.S. statutory holidays applicable to each Service location including: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
6	Routine Maintenance Window for CBTS Multitenant Tools and Environments	Upgrades and patches to monitoring systems may be performed, if necessary, during maintenance windows on Sunday from 12:00 a.m. to 6:00 a.m. EST and Tuesday from 7:00 p.m. to 11:00 p.m. EST, except for emergency repairs that CBTS reasonably determines cannot wait for a scheduled maintenance window.

3.10 Trademarks and Logo; Advertising

3.10.1 Trademarks and Logo

Customer agrees to grant CBTS the rights to use its logo, trademarks, service marks, trade names and the like in CBTS's advertising, press releases, sales promotion, and other publicity matters relating to this Agreement. Each party acknowledges that it will acquire no rights in any other intellectual property of the other party without express written permission of the other party.

3.10.2 Results-Orientated Documentation: Case Studies and Testimonials

Customer agrees to grant CBTS the right to use Customer's name and likeness in sales promotion materials (for example: case studies and testimonials).

CBTS also desires to create sales promotion materials that demonstrate the quantifiable improvements that Customer realizes as a result of the Services. For clarity, CBTS will assure that it does so without divulging sensitive financial details (for example: percentages of efficiencies gained, rather than actual dollar amounts saved).

3.10.3 Social Media and Services Review

Customer agrees to grant CBTS the right to use Customer's name and likeness in CBTS's social media activity. Customer also agrees, upon request, to provide CBTS with a written review or testimonial of the Services.

3.11 Customer or Third-Party Network or Service Failure; CBTS Limited Liability

Under no circumstance shall CBTS be liable for any indirect, incidental, special, punitive, or consequential damages that result in any way from the: (i) installation of the CBTS Provided Equipment and/or internet connectivity; (ii) use of the Service or Customer's ability to use the Service; (iii) access to the Internet or any part thereof; (iv) Customer's reliance on or use of information, services or merchandise provided on or through the Service; (v) mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance of the Service; (vi) the site survey process; or (vii) security incidents, breaches of data, unauthorized access to the Customer network, or denial of service attacks.

3.12 Security Technology Industry Unknown Attacks

Customer agrees to hold CBTS harmless (i) in the event an unknown source originating from the Internet causes harm to Customer or any CBTS Internet user of this solution, (ii) in the event of harm arising from an Unknown Attack, (iii) if a user's security profile allows known harmful content to reach its private enterprise space, (iv) harm results from a device that is infected at the time the CBTS Provided Equipment is activated, or (v) or harm resulting from an attack by an acceptably privileged insider. Notwithstanding the foregoing, CBTS shall employ its reasonable efforts to protect the Customer's network from Unknown Attacks. As used herein, "Unknown Attack" means an attack method that has not been published by the Security Technology Industry as of the most recent update to the Customer's CBTS Provided Equipment.

3.13 Procedures Regarding Third Party Complaints

If CBTS receives a complaint that any content provided by Customer through the use of the Service, or provided by any party using Customer's account as permitted by this Agreement, infringes any copyright, trademark, service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract or applicable law; CBTS reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Copyright Act (including providing the required notices), (ii) removing or disabling Customer's access to the Service, and/or (iii) terminating Customer's Service Agreement, with or without prior notice to Customer.

3.14 Data Security And Data Privacy

CBTS and our third party partners are committed to data security and data privacy.

CBTS maintains a security risk management framework and security program with policies and procedures based on common practices with guidance from National Institute of Standards and Technology Standards (NIST) 800-53. The framework includes administrative, physical, and technical safeguards to ensure the availability, confidentiality, and integrity of the solutions we provide for our customers.

As a technology partner and service provider, CBTS adheres to industry standards for:

- I. Risk Management
- II. Security Governance
- III. Physical Security
- IV. Network Security
- V. Computing Device Security
- VI. Application Level Security
- VII. Personnel/Employee Security
- VIII. Security Assessment
- IX. Security against Malicious Software and
- X. Protection of Customer Information

Governance of the CBTS risk-management framework and security program is performed by a cross-functional, executive-level security council. CBTS conducts an annual risk assessment as part of the risk management and security program. CBTS also conducts service continuity exercises and maintains a Security Incident Response policy. CBTS monitors network fault and performance 24 hours a day, 365 days a year to quickly detect and respond to service degradation or impairment.

It is the intent of the parties that any additional data requirements that CBTS must meet will be detailed in each Service's supplements.

Section 4: WebEx Supplemental Terms and Conditions

This 'Webex' Service Supplement is attached to and can be made a part of either an MSA, MSPA, and/or Agreement Number Q-00002647 (as applicable, the "Agreement") and contains additional terms specific to Webex Services.

4.1 Webex Service Definition

The CBTS Webex Collaboration Suite solution (collectively "Webex" or the "Service") provides Customer access to Cisco Webex Web Conferencing Services, including Cisco Webex Meetings and Cisco Webex Teams. Webex also includes audio conferencing options as defined herein that are fully integrated with Cisco Webex Web Conferencing Services.

4.2 Service Offering Details

4.2.1 Definitions

Webex Meetings - Web conferencing and meeting solution that delivers real-time meeting and event services,

Webex Teams – team collaboration application that allows team work spaces, secure messaging, file sharing, white board capabilities, meetings and calling.

Knowledge Workers – an employee or contractor who utilizes a computing device as part of their job duties.

Bridge Country Call Back – provides each entitled user access to connect to a Webex Meeting by having their phone number called by the application; must be within the United States. Available as a fixed monthly rate or as a per min usage rate.

Global Call Back - provides each entitled user access to connect to a Webex Meeting by having their phone number called by the application; must be within the then-current predefined countries list. Available as a fixed monthly rate or as a per min usage rate.

Bridge Country Toll Free Call-In - Toll free access for users to dial into a Webex from within the United States. Bills at a per minute rate.

Global Toll Free Call-In - Toll free access for users to dial into a Webex from pre-approved country list. Bills at a per minute rate.

Cloud Audio Ports – Concurrent call paths which Customer will utilize for audio conferencing.

4.2.2 Webex Licenses

Webex requires a License for the Service to function. Webex Licenses can be consumed as follows:

1. **Named User** – Licenses are assigned on an individual basis and may not be shared or used by anyone other than the employee that it is assigned to. Available quantities to purchase from 5 to 249.
2. **Enterprise Agreement (EA) User** – requires that subscription licensing must be purchased for all Knowledge Workers within Customer's organization. Minimum subscription quantity of two hundred fifty (250) licenses.
3. **Active User (AU)** – Provides full Knowledge Worker provisioning while only requiring the license purchase of those users

that actively host a meeting. Initially calculated as fifteen (15) percent of Customer's Knowledge Worker count. At end the of the twelfth (12) service month, CBTS will take the average usage from months nine (9), ten (10) and eleven (11). If Customer's usage surpasses 15% of Knowledge Workers, CBTS will invoice customer at the revised rate for the following twelve (12) month term. If Customer's usage is at or below 15% of Knowledge Work base, CBTS shall continue to invoice at the 15% threshold. Minimum subscription quantity of forty (40) licenses. For clarity, this pricing true-up will reoccur every twelve months (e.g., beginning in month twenty-five, based on months twenty-one, twenty-two, and twenty-three) during the Term.

NOTE: Customer is not able to subscribe to Active User and Enterprise Agreement User at the same time.

4.2.3 Audio Options

Audio conferencing can be connected via Integrated VoIP calling using an application on a user's computer or mobile device or via Cloud Connected Audio. Webex comes with two (2) Cloud Connected Audio options that natively integrate into Webex and provides internal and external users with audio connectivity to Webex Meetings: either Cisco Audio or CBTS Cloud Connected Audio.

A single call-in number is provided to enable participants to join a Cisco Webex online meeting. The service includes Toll and Toll free, billed at a per minute rate, to provide access for audio conferencing.

4.2.3.1 Cisco Audio

Customer may select an audio connection that uses Cisco for PSTN connectivity. Cisco Audio offers the following additional audio options at an additional cost:

- Bridge Country Call Back
- Global Call Back
- Bridge Country Toll Free Call-In
- Global Toll Free Call-In

4.2.3.1.1 CBTS Cloud Connected Audio

Alternatively, Customer may select an audio connection that uses CBTS provided PSTN connectivity via Cloud Audio Ports. Customers that have CBTS voice service can integrate their Webex calling with their CBTS voice service. This allows customers to keep Webex voice traffic on-network. For any off-network utilization, customers will use the long-distance calling plan associated with their CBTS voice service. CBTS Cloud Connected Audio includes Bridge Country Call Back at no additional monthly fee and Bridge Country Toll Free Call-In, billed at a per minute rate.

4.2.3.2 Webex Assist Services

Customer may elect for CBTS to enable or disable access to Webex Assist Services. Webex Assist Services are outlined in this supplement, and are administered solely through Cisco. All charges associated with Webex Assist Services will be invoiced via customer's CBTS Webex billing account.

4.2.3.2.1 Requesting Webex Assist Services

Customer must request Webex assist service directly through Cisco via the link below, which could be subject to change. (All reservations are booked on a first come, first served basis.)

<https://app.smartsheet.com/b/form/c9a21fd750b046248c85f33846c53fd5>

4.2.3.2.2 Levels of Assistance

EVENT ASSIST: Includes live event support (1 hour Event) with a certified Cisco producer. The assumption for this level of service is that the Webex host has scheduled and tested the meeting on their own and would like support ONLY on the day of the meeting (Can be used with Webex Events, Webex Meetings, or Webex Training). \$750 one time charge per assisted session

LIFECYCLE ASSIST: Includes live event support (1 hour Event) AND pre-event planning as well. This option is for a Webex host who would like additional help with best practices for scheduling their meeting and a technical rehearsal with their Cisco producer prior to the live event date. This is more comprehensive support for the entire lifecycle of the meeting (Can be used with Webex Events, Webex Meetings, or Webex Training). \$2,000 one time charge per assisted

session

If additional time is needed for an assisted event, the customer will be billed an hourly rate of \$300/hour.

4.2.3.2.3 Webex Assist Cancellation Policy

Customer must contact Cisco to request cancellation of an assisted event. They may contact their Webex assist producer directly, or by emailing ps-operations@cisco.com.

- If customer provides greater than 2 weeks cancellation notice prior to a scheduled event date, their assisted event can be cancelled with no fee.
- If customer provides less than 2 weeks cancellation notice prior to a scheduled event date, their account will be billed a \$150 cancellation fee.
- If customer provides less than 2 days cancellation notice prior to event date, the customer will be responsible for 100% of Event Assist or Lifecycle Assist fee.

4.2.3.2.4 Additional Webex Assist Information

Additional information regarding Webex Assist may be found at this link: <https://help.webex.com/en-us/nblu3u3/Cisco-Webex-Assist-Services-for-Webex-Meetings-Webex-Training-and-Webex-Events>

4.3 Customer Obligations

Customer shall be solely responsible for all access to the Audio/Web Conferencing Service (hereinafter "Service") through Customer's own local or long-distance carrier as applicable. Customer agrees to comply with CBTS's policies respecting the Service as provided from time to time, or to which you are directed when using the Service. While using the Service, Customer shall not transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or CBTS's policies. In addition, without incurring liability, CBTS may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block service to a particular authorization code, if it deems such action is necessary, either to prevent Improper Use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.

4.4 Liability

Client agrees to comply with CBTS's policies respecting the Service as provided from time to time, or to which Customer is directed when using the Service. While using the Service, Client shall not transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or CBTS's policies. In addition, without incurring liability, CBTS may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block Service to a particular authorization code, if it deems such action is necessary, either to prevent Improper Use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.

Appendix 1. Service Definitions

Change Management – the process for controlling the lifecycle of all Changes. The primary objective of Change Management is to enable beneficial Changes to be made, with minimum disruption to IT services.

Configuration Item (CI) - Any component managed in order to deliver an IT Service. Information about each CI is recorded in a configuration record within the Configuration Management system and is maintained throughout its lifecycle by Configuration Management. CIs are under the control of Change Management.

Configuration Management - The process responsible for maintaining information about Configuration Items required to deliver an IT Service, including their relationships. This information is managed throughout the Lifecycle of the CI. Configuration Management is part of an overall Service Asset and Configuration Management Process.

Contract Change Request (CCR) - the addition, modification, or removal of anything that could have an effect on the scope of IT services as defined in this SOW.

Critical Business Function - Vital function (such as production and sales) without which a firm cannot operate or remain viable. If a critical business function is interrupted, a firm could suffer serious financial, legal, or other damages or penalties.

Event (record) - A Change of state which has significance for the management of a Configuration Item or Service. The term Event is also used to mean an alert or notification created by any IT service, Configuration Item, or monitoring tool. Events typically require IT operations personnel to take actions, and often lead to Incidents being logged.

Event Management - To filter and categorize Events and to decide on appropriate actions. Event Management is one of the main activities of Service Operations.

IMAC – Install, Move, Add, and Change – A modification of service, tracked through the Service Request Process.

Incident - An unplanned interruption to an IT service or reduction in the quality of an IT service. Failure of an IT Service that has not yet impacted service is also an Incident, for example failure of one disk from a mirror set.

Incident Management - the process for dealing with all Incidents; this can include failures, questions or queries reported by the users (usually via a telephone call to the Service Desk), by technical staff, or automatically detected and reported by Event monitoring tools.

interLATA – A call between two different LATAs. This is a call outside your local calling area and constitutes this call to be defined as Long Distance (LD).

interstate – A call between two different states. The majority of time, this is an interLATA call.

intraLATA – A call within the same LATA. This is a call within your local calling area.

intrastate – A call within the same state. This can be an intraLATA or an interLATA call based on FCC defined LATAs within the state.

IT Service - A Service provided to one or more Customers, by an IT Service Provider. An IT Service is based on the use of Information Technology and supports the Customer's Business Process. An IT Service is made up from a combination of people, and technology and should be defined in a Service Level Agreement.

LATA - Local Transport and Access Area which is a contiguous geographic area (or local calling area) as defined by the United States Federal Communications Commission (FCC).

Local call – An outbound intraLATA call.

Long Distance (LD) call – An outbound interLATA calls.

Priority Code - A simple code assigned to Incidents, Problems and Known Errors, indicating the seriousness of their effect on the quality of IT service.

Problem - A cause of one or more Incidents. The cause is not usually known at the time a Problem Record is created.

Problem Management - To manage the lifecycle of all Problems. The primary objectives of Problem Management are to prevent Incidents from happening, and to minimize the impact of Incidents that cannot be prevented. Proactive Problem Management analyses Incident Records, and uses data collected by other IT Service Management processes to identify trends or significant Problems.

Repair Time - Repair Time is a measurement of the amount of time it takes to restore Service for a given Incident.

Service Design - An activity or process that identifies Requirements and then defines a solution that is able to meet these Requirements.

Service Request - A Customer request to move, add, or change a supported Configuration Item contained within a Service or Services.

Service Transition - A change in state, corresponding to a movement of an IT Service or other Configuration Item from one Lifecycle status to the next.

Service Operation - Day-to-day management of an IT Service, System, or other Configuration Item. Operation is also used to mean any pre-defined activity or transaction. For example loading a magnetic tape, accepting money at a point of sale, or reading data from a disk drive.

Appendix 2. Contract Change Request Form

Customer Name:		Date:	
Change Request #:			
Statement of Work Reference:			
Project Name:			
Customer Contact:			
CBTS Contact:			
Detailed Description for Change and Pricing Impact			
Description of the change that is being requested			
Customer Approval			
Name:			
Title:			
Signature:			
Date:			