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MANAGED SERVICE AGREEMENT:
MVaaS Standard - 1 Year - 871 Users

San Leandro Unified School District
Quote #Q-00035590

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INTRODUCTION

Delivering voice services is a necessity but not where IT wants to or can afford to spend their time. Many organizations are using managed services to take care of routine maintenance of their on-premise voice solution. AMS.NET's MVaaS Agreements free up IT resources for other innovative projects and delivers hosted voice maintenance benefits for your on-premise solution.

MVaaS Agreements & Features

Our MVaaS offering is designed specifically to provide our customers with complete technical support and assistance for your Cisco Unified Communications Applications and all voice service related issues.

Our MVaaS provide:

- Professional Technical Support
- Full access to AMS.NET TAC Department
- Remote and on-site support
- Monthly or yearly billing per phone payment options
- Minimum 1 year contract with 3, and 5 year options

Our service offerings include, but are not limited to:

- Troubleshooting
- Break/Fix issues
- Latency issue
- Software updates and upgrades
- Configuration changes
- Monitoring
- Moves, adds, and changes (If customer purchased MVaaS - Premium or MVaaS - MAC)

Agreement Features	Upgrades/ Updates	Technical Support/ Troubleshooting	Moves, Adds & Changes	Installation of Replacement Equip.	Remote Monitoring & Reporting
MVaaS - Standard	✓	✓	-	✓	✓
MVaaS - Premium	✓	✓	✓	✓	✓
MVaaS – MAC	-	-	✓	-	-

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CONTACTS

Sales:
For sales based inquiries, please contact our Support Contract Specialist, Michael Bruington.
mbruington@ams.net
925-245-6165

TAC:
To open a TAC case against an existing MVaas Agreement, please contact our TAC team.

Phone
925-245-6111
800-893-3660, Option 2, 2
925-245-6100, Option 2, 2

Email
mvaas@ams.net

Web
http://www.ams.net/customer

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AMS.NET OFFICE LOCATIONS

Corporate Headquarters
502 Commerce Way
Livermore, CA 94551
Telephone: 800-893-3660
Fax: 925-245-6150

Livermore Regional Office
5914 Las Positas Road
Livermore, CA 94551

Sacramento Regional Office
1200 Creekside Drive
Folsom, CA 95630
Telephone: 800-893-3660

Central Valley Regional Office
North Pointe Business Park
1155 E. North Ave., Suite 106
Fresno, CA 93725
Telephone: 800-893-3660

Southern California Regional Office
12130 Mora Drive, Suite 1
Santa Fe Springs, CA 90670
Telephone: 800-893-3660

Southern California Regional Office
41690 Enterprise Circle North, Suite 230
Temecula, CA 95290
Telephone: 800-893-3660

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CERTIFICATIONS AND SPECIALIZATIONS

Cisco Gold Certified

Cisco Certifications and Specializations

- Cisco Advanced Enterprise Networks Architecture
- Cisco Advanced Collaboration Architecture
- Cisco Advanced Data Center Architecture
- Cisco Advanced Security Architectures

REFERENCES

Brentwood Unified School District
Grant Jondahl
(925) 513-6340
gjondahl@brentwood.k12.ca.us
255 Guthrie Lane
Brentwood, CA 94513

The Buckley School
Robert Williams
(818) 461-6758
rwilliams@buckley.org
3900 Stansbury Avenue
Sherman Oaks, CA 91423

City of Hercules
Faye Flores
(510) 245-4802
fflores@ci.hercules.ca.us
111 Civic Drive
Hercules, CA 94547

Lammersville Unified School District
Shawn Yohannan
(209) 836-7473 ext 2303
syohannan@sjcoe.net
300 Legacy Drive
Mountain House, CA 95391

Oro Grande Elementary School District
Andrew Mercado
(760) 243-5884 ext 221
andrew_mercado@orogrande.org
PO Box 286
Oro Grande, CA 92368

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MVaaS Agreements Offerings

MVaaS – Standard provides:

- Professional Technical Support (See eligible technical Support on page 10)
- Remote and on-site support (See eligible technical Support on page 10)
- Troubleshooting Voice related service requests
- Break/Fix issues on Covered Hardware, UC Applications (Call Manager, Unity Connections)
- IPCC Express, E911, Informacast, and other applications can be included if customer purchases add ons for these applications
- Voice Quality of Service
- System updates and upgrades – (Manufacturer Support contract required) -(See eligible technical Support on page 10)
- Configuration changes - (See eligible technical Support on page 10)
- Monitoring
- Quarterly Checks of E-911 (remotely)
- Quarterly Reviews/Evaluations with AMS.NET Managed Services Team

MVaaS – Premium provides:

- Same as MVaaS - Standard with the following additions :
- Unlimited moves, adds, and changes for phones and Voicemail settings - (See eligible technical Support on page 10)

MVaaS – MAC provides:

- Unlimited moves, adds, and changes for phones and Voicemail settings only - (See eligible technical Support on page 10)

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MVaaS CONDITIONS

AMS.NET Billing and Services:
MVaaS customers will be covered under the following terms and conditions for billing and scheduling.

Response Times:
AMS.NET provides a customer service number as well as an online portal to review service requests. For service requests opened via these methods, the following response applies during standard working hours.

Response Time and Escalation Schedule:

Priority	Description	Response Times	Escalation Policy
Critical (P1)	Core UC System down or critical impact to system operations. AMS.NET and end user will provide full time resources to resolve.	1 Hour Callback/ 2 Hours Assigned/ 4 Hour On-Site (if required)	1 Hour: Technical Support Manager 8 Hours: VP of Technical Services 24 Hours: VP of Operations
High (P2)	Severe issues on the UC System that highly affect functionality. AMS.NET and end user will provide full time standard business hour resources to resolve.	1 Hour Callback/ 4 Hours Assigned/ 8 Hour On-Site (if required)	4 Hour: Technical Support Manager 24 Hours: VP of Technical Services 48 Hours: VP of Operations
Standard (P3)	Standard/Non-Critical issues that are negatively affecting the functionality of the UC System. AMS.NET and end user will provide resources during standard business hours to resolve.	4 Hour Callback/ 6 Hours Assigned	24 Hour: Technical Support Manager 48 Hours: VP of Technical Services 72 Hours: VP of Operations
Low (P4)	Low/Non-Critical issues such as Moves, Add, or Changes (MAC's). AMS.NET and end user will provide resources during standard business hours to resolve.	4 Hour Callback/ 8 Hours Assigned	

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Response Times and Escalation Definitions:

The service priority Critical, High, or Standard is set at the initiation of the service request and remains at that level until service request is closed. All times listed above are based on standard working hours. The clock starts on all issues once the support request has been added to our Service ticketing system.

- Critical Priority is defined as a complete Cisco UC System down issue or an event that has a critical impact to operation of the system. AMS.NET may assign multiple concurrent resources to critical events.

- High Priority is defined as issue or an event where operations of a Cisco UC System is severely degraded and business operations are negatively impacted. AMS.NET may assign multiple, concurrent resources to critical events.

- Standard Priority is defined as an issue of event that impairs the operational performance of the Cisco UC System. Business operations remain functional but may be degraded. AMS.NET and the customer are willing to commit resources during normal business hours to restore service.

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Standard Labor Terms:

Standard Rates Apply

Coverage:
Standard: 8:00am to 5:00pm Monday through Friday PST

Holidays:
New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

Billing Information:
AMS.NET will invoice against the contract once Purchase order is received and processed by AMS.NET. Failure to pay invoices may lead to delays or suspension of AMS.NET services.

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Eligible Technical Support:

Troubleshooting/Repair- Troubleshooting, Repair, Reconfiguration, Preventative Maintenance on UC Applications (UCM, Unity Connections, CER (Extra cost), IPCC (Extra Cost), UC Appliances (Cisco UCS) and other applications, voice gateway routers, and analog gateways.

Upgrades/Updates- Software configuration changes, UC Application upgrades (UCM, Unity, CER (extra cost), IPCC (Extra Cost), and other applications, updates on existing servers and voice routers as needed to keep systems up and running to optimum performance. New major software upgrade (10.x to 11.x) will require approval from AMS.NET NOC to validate compatibility with current hardware and stability of the product. AMS.NET may delay upgrade to new version until it has been approved by AMS.NET NOC technical standards and hardware compatibility review.

Moves, Adds, and Changes- AMS.NET will perform all MAC's if customer has purchased that option only. This is not included in the MVaaS – Standard.

Installation of Replacement Equipment- If replacement hardware is received from Cisco SMARTnet contracts on UC Appliances, Cisco voice gateway routers, and Cisco analog gateways.

Non-Eligible Technical Support:

Reconfiguration Changes- Reconfiguration changes of existing Hardware or Software due to misuse, virus removal, vandalism, or replacement of new Upgraded hardware.

Replacement of Phone - Customer will physically replace faulty phone with (Spare, New, or RMA Phone) but can call AMS.NET for configuration assistance of new or replacement phone. AMS.NET can assist in RMA for faulty phone if under warranty. Customer must ship phone to AMS.NET. Customer can purchase Cisco Smartnet from AMS.NET for faulty phone (if available).

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Guidelines and Limitations:

MVaaS are billed annually. Option available for monthly billing. Response time is determined from priority level.

Regular business hours are Monday to Friday, 8am to 5pm PST. Service requests opened after hours will be handled on the next open business day.

Service requests opened on weekends or Holidays will be handled the next open business day.

Customer is subject to Early Termination fees for the remaining value on contract if contract is terminated before the contract end date.

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Customer Responsibilities:

- Customer must provide AMS.NET with remote and on-site access to their network.
- Customer must provide AMS.NET with all password and user names that are required.
- Customer must designate a resource to be the technical contact for AMS.NET engineers.
- Any additional hardware and materials needed to resolve issues will be the responsibility of the customer.
- Customer must have the necessary manufacturer warranties/support agreements in place to provide troubleshooting and hardware replacement. This entails Valid Cisco SMARTnet contracts on Cisco UC servers and Cisco Voice Gateways, Cisco SMARTnet Essentials, and ECMU for all collaboration applications.
- Customer must provide AMS.NET with vendor account numbers, contract numbers, serial numbers, circuit ID's and contacts for third-party vendors.
- Customer must provide AMS.NET with any additional information that is requested in order to resolve Cisco UC issues.

AMS.NET is not responsible for service or SLA agreement degradation delays due to lack of customer compliance with the above items

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Customer Price Quote

Customer
San Leandro Unified School District 14735 Juniper St San Leandro CA, 94579-1222 US ATTN: Brian Feeley

Quote Description
MVaaS Standard - 1 Year - 871 Users

Quote #	#Q-00035590
Contract Start	7/1/2019
Contract Expiration	6/30/2020
Contract Term	1 Year
Modified	4/23/2019
Account Mgr.	Dave Zieker
AM Phone	(925) 245-6160
AM Email	dzieker@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net

Line	Item Description	Qty	Service Term	Unit Price	Qty Months	Extended Price
1	**AMS-MS-MVaaS-STD-500-999** 1 Year Cisco MVaaS - Support/Upgrades 500-999 Phones	871	1 Year	$2.25	12	$23,517.00
2	**AMS-MS-MVaaS-SYNAPPS** 1 Year Cisco MVaaS - Support/Upgrades Syn-Apps Software	1	1 Year	$200.00	12	$2,400.00

Order Summary

Monthly Total	**$2,159.75**
Total	**$25,917.00**

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Sign and return this page to your account manager to accept this proposal for AMS.NET MVaaS.

I, the undersigned ("Customer"), hereby accept this Proposal for MVaaS Services as detailed in the quote number **Q-00035590.** I also agree to the following:

Terms and Conditions

Payment Conditions	
☐	**Yes,** Customer chooses to purchase services from AMS.NET. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired.

Term: 1 Year
Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. Incremental increases in the quantity of any of the MVaaS services provided (e.g. for new Access Points in an existing site, or for additional sites) are allowed under the terms of this agreement for an addition per Access Point charge.

Year 1 Cost - Quote Total	Qty	Service Term	Unit Price	Qty Months	Extended Price
AMS-MS-MVaaS-STD-500-999 1 Year Cisco MVaaS - Support/Upgrades 500-999 Phones	871	1 Year	$2.25	12	$23,517.00
AMS-MS-MVaaS-SYNAPPS 1 Year Cisco MVaaS - Support/Upgrades Syn-Apps Software	1	1 Year	$200.00	12	$2,400.00

Monthly Total	$2,159.75
Annual Total	$25,917.00
Total	$25,917.00

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This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

Submitted by	Acknowledged and Agreed
AMS.NET, Inc.	San Leandro Unified School District
Signature	Signature
Name	Name
Title	Title
Date	Date

Payment Terms and Conditions:

1. AMS.NET will require a Purchase Order referencing this Quote # and an authorized representative must sign this proposal.

2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.

3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.

4. The laws of the State of California will apply to this sale.

5. The term "start date" means the first business day on which the service starts. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the start date. Seller shall use its best efforts to make timely delivery of start date. HOWEVER, ALL STATED DELIVERY AND START DATES ARE APPROXIMATE AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SELLER SHALL, UNDER NO CIRCUMSTANCE, BE DEEMED TO BE IN DEFAULT HEREUNDER OR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES OR COMMERCIAL LOSS RESULTING FROM DELAYS IN DELIVERY OF START DATE.

6. Early Terminate Fee (ETF): Customer is subject to Early Termination fees for the remaining value on contract if contract is terminated before the contract end date. AMS will deduct contract total minus total paid by customer to calculate value of the ETF. ETF Payment terms are subject to same payment terms listed above.

7. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If You do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If You determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629
C7 License: 763508