

## **VESTA® NEXT PORTFOLIO MASTER SERVICE AGREEMENT**

This Master Service Agreement (hereinafter “MSA”) is made as of July 24, 2018 (hereinafter “Effective Date”) between Martin County Board of County Commissioners, with its principal place of business located at 2401 SE Monterey Road, Stuart, FL 34996 (hereinafter “Customer”) and Vesta Solutions, Inc., a California corporation, with offices at 42505 Rio Nedo, Temecula, CA 92590 (hereinafter “Vesta Solutions”).

### **Recitals**

**WHEREAS**, Vesta Solutions is a provider of IP selective routing, database services, network services and call handling equipment and services used in the provision of emergency communication; and

**WHEREAS**, Customer desires to acquire certain services (“Services”) from Vesta Solutions;

**NOW THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

### **Terms and Conditions**

- 1. Scope of MSA.** This MSA, together with all exhibits, attachments, Service Order Agreements with all attachments (“SOA”), and applicable Vesta Solutions tariff(s) or price lists (“Tariff”), set forth the terms and conditions governing the purchase of Services by Customer. Vesta Solutions and Customer understand and acknowledge that the Services provided by Vesta Solutions and purchased by Customer are on an Individual Case Basis as developed on specific circumstances between Customer and Vesta Solutions.
- 2. Service Order Agreement (SOA).** In connection with a specific project (“Project”) for the purchase of Services, a SOA shall be prepared by Vesta Solutions, with the cooperation of Customer. A SOA shall detail the Services purchased, the pricing, and the term of the SOA for such Services. The SOA shall be expressly made pursuant to the terms and conditions of this MSA and shall be signed by both parties.
- 3. Service Support Plan.** Vesta Solutions agrees to provide certain support services (“Support Services”) as further described in **Exhibit A**, attached hereto and incorporated, in connection with Customer’s purchase of Services (“Service Support Plan”). The Support Services may be subject to change at Vesta Solutions’ sole discretion; provided, however, Vesta Solutions shall provide notice of any such change to Customer within ten (10) calendar days prior to such change. Any changes to the Support Services will not result in a material reduction in the level of services provided to Customer. If the changes affect Customer in a material and adverse manner, Customer may terminate this Agreement without liability by providing Vesta Solutions with written notice of termination within ten (10) calendar days after receipt of Vesta Solutions’ notice, unless within ten (10) calendar days of receiving Customer’s notice of termination, Vesta Solutions agrees to remove the material adverse effect on Customer.
- 4. Order of Precedence in the Event of Conflict.** Notwithstanding anything to the contrary in this MSA, in the event of any conflict or inconsistency among the documents associated with this MSA, that conflict shall be resolved pursuant to the following order of precedence: (i) the SOA, (ii) this MSA; (iii) the Service Support Plan, and (iv) the Vesta Solutions applicable Tariff at <http://tariffs.net/>.
- 5. Rates and Charges; Governmental Charges; Taxes and Fees.** Customer agrees to pay for the Services in accordance with the schedule of rates and charges as set forth in the applicable

SOA. If Customer purchases any Services after the expiration of the Initial Term (as defined below) or Extended Term (as defined below) of this MSA, Customer and Vesta Solutions shall negotiate a new MSA and SOA. Except as otherwise provided for in the SOA, Customer shall not be eligible to receive any other additional discounts, promotions and/or credits (tariffed or otherwise). The rates and charges set forth in a SOA shall be listed in the SOA pricing schedule and shall include a listing of the monthly recurring charges and applicable advance payments and/or non-recurring charges. The charges in the SOA do not include the following: (a) charges imposed by a third party other than Vesta Solutions (if any); (b) Governmental Charges (as defined below); and (c) charges related to customer premises equipment or extended wiring to or at Customer premises. Vesta Solutions shall give Customer notice of such changes in rates, charges, or fees pursuant to the notice provision set forth in **Section 21** herein or by other reasonable means. Vesta Solutions may add or adjust rates, charges, and fees in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to third parties in support of statutory or regulatory programs ("Governmental Charges"). Unless otherwise specified, prices in any SOA do not include applicable federal, state, or local sales tax, transportation tax, or other tax or fees required to be imposed upon the items ordered by reason of their sale or delivery. Such tax, if any, shall be charged and listed as separate items on the invoice unless Customer furnishes Vesta Solutions applicable tax-exemption certificates.

Vesta Solutions may modify its Tariff(s) from time to time, and any modification shall be binding upon Customer as provided in the applicable Tariff. However, if Vesta Solutions makes any changes to the applicable Tariff (other than to Governmental Charges) that affect Customer in a material and adverse manner, Customer may discontinue the affected portion of the Services without liability by providing Vesta Solutions with written notice of discontinuance within sixty (60) calendar days of the date of the change, unless within sixty (60) calendar days of receiving Customer's discontinuance notice, Vesta Solutions agrees to remove the material adverse effect on Customer. Customer may enroll to receive email notifications of Tariff changes by sending an email request to [Vesta.CustomerInquiry@motorolasolutions.com](mailto:Vesta.CustomerInquiry@motorolasolutions.com).

Customer is exempt from the payment of Florida sales and use tax in accordance with Florida Consumer's Certificate of Exemption No. 85-801262225C-7, Effective Date 6/30/2018 and Expiration Date 06/30/2023.

**6. Payment.** Invoicing and payment shall be made in accordance with the applicable SOA. Vesta Solutions shall provide Customer with invoices detailing all amounts due under the applicable SOA. Customer shall pay interest on any amount not paid in an amount and within the time frame specified in the SOA.

**7. Term of MSA.** This MSA shall commence on the Effective Date and shall remain effective for a base term of five (5) years (the "Initial Term"), unless earlier terminated in accordance with the provisions of this MSA. The terms and conditions of this MSA shall continue to apply during any Service specific commitments set forth in a SOA or other attachment that extends beyond the Initial Term.

**8. Termination of MSA.**

**A. For Cause.** Either party may terminate this MSA immediately, in whole or in part, for default or breach subject to the following provisions: (i) If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice in accordance with **Section 21** herein and thirty (30) calendar days from the date of the notice to cure; and (ii) if the defaulting party fails to cure the breach within the 30-calendar day cure period, automatic termination of this MSA shall be effective on the 31<sup>st</sup> calendar day.

**B. Termination for Convenience.** Subject to the terms of **Section 8(E)** below, Customer may terminate this MSA for convenience upon thirty (30) calendar day written notice in accordance with **Section 21** herein.

**C. Termination by Mutual Agreement.** This MSA may be terminated by mutual written agreement of the parties, without any liability for termination charges as described in **Section 8(E)** of this MSA if (i) upon thirty (30) calendar days prior written notice, Customer notifies Vesta Solutions that a state 9-1-1 agency seeks to directly pay for the services described within this MSA; and (ii) Vesta Solutions and state 9-1-1 agency have successfully negotiated and executed an agreement for the provision of the Services described in this MSA.

**D. Effect of Termination or Expiration.** In the event of termination of this MSA or SOA, Vesta Solutions shall be entitled to payment for Services ordered by Customer prior to termination of this MSA and delivered and/or rendered, as applicable.

**E. Termination Charges.** If Customer terminates this MSA or an SOA for failure to obtain appropriation or budget funding pursuant to the terms of **Section 11** entitled "Appropriation: Funding," Customer shall have no further liability under this MSA except as otherwise provided in **Section 11**. If: (a) Customer chooses early termination of this MSA or a SOA, or (b) Vesta Solutions terminates this MSA for Cause (as provided in **Section 8(A)**), then Customer shall pay to Vesta Solutions, within forty-five (45) calendar days after such termination, (i) if the termination is prior to installation of an ordered Service, an amount equal to 10% of the remaining monthly recurring charges as set forth in the pricing schedule in the applicable SOA or (ii) if the termination is after installation of an ordered Service, an amount equal to 50% of the monthly recurring charges as set forth in the pricing schedule in the applicable SOA for the period remaining in the applicable Term. If Customer terminates this MSA or an SOA for Cause (as provided in **Section 8(A)**), then Customer shall have no further obligation to pay the remaining monthly recurring charges. Notwithstanding anything to the contrary in this MSA, any non-recurring charges set forth in a pricing schedule are non-refundable.

**9. Quotes and Orders.** This MSA shall not be construed as a purchase order for any Services. Whenever Customer desires a quote from Vesta Solutions regarding the purchase of Services, Customer shall make a written request for a quote.

A quote shall be valid for a period of one hundred twenty (120) calendar days from the date of the quote unless otherwise stated on the quote. If Customer desires to purchase the Services identified in a quote, Customer shall sign a SOA. Upon a fully executed SOA, Vesta Solutions shall commence the requested Service on the Services Commencement Date (as defined in the applicable SOA).

**10. Notice of Service Interruption or Disconnection.** Vesta Solutions shall use reasonable efforts under the circumstances to avoid interrupting any Service without notice. Subject to applicable law, Vesta Solutions may interrupt Service with notice as necessary to protect the security and proper operation of Vesta Solutions' or Customer's facilities or Services. Except as otherwise provided in the foregoing, any other termination or disconnection of all or part of any Service shall be subject to prior written notice. Customer shall provide prior written notice pursuant to **Section 21** for the disconnection of Service.

**11. Appropriations; Funding.** Customer further agrees to request all appropriations and budget funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term or any Extended Term. In the event Customer is unable to obtain the necessary appropriations or budget funding for the Services, Customer may terminate the Services without liability for the termination charges set forth in this MSA upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or budget funding; (ii) despite Customer's reasonable best efforts, funds have not been appropriated or budgeted and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with Vesta Solutions to develop revised terms, an alternative payment schedule or a revised SOA, including any associated Attachments to accommodate Customer's appropriations or budget. Customer must provide Vesta Solutions with thirty (30) calendar days prior written notice pursuant to **Section 21** of its intent to terminate this MSA or an applicable SOA under this Section. Termination of this MSA or an applicable SOA for failure to obtain necessary appropriations or

budget funding shall be effective as of the last day for which funds were appropriated or budgeted or otherwise made available. If Customer terminates this MSA and/or an SOA under this Section, Customer agrees it shall pay all amounts due for Services incurred through the date of termination, and reimburse all unrecovered, non-recurring charges.

**12. Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES SHALL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK. ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, AVAILABILITY, SECURITY, RELIABILITY, SPEED OR TIMELINESS OF TEXT MESSAGE DELIVERY AND UNINTERRUPTED OR ERROR-FREE SERVICE AND TRANSMISSION QUALITY ARE NOT GUARANTEED. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN VESTA SOLUTIONS' PRIVACY POLICY (AS PROVIDED IN [HTTP://WWW.VESTAPUBLICSAFETY.COM/](http://www.VESTAPUBLICSAFETY.COM/)) AND INCORPORATED HEREIN, VESTA SOLUTIONS HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY VESTA SOLUTIONS' EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON SUCH INFORMATION.

CUSTOMER AND VESTA SOLUTIONS UNDERSTAND AND ACKNOWLEDGE THAT THE SERVICES PROVIDED HEREIN RELY ON ALL DATABASE INFORMATION PROVIDED BY TELEPHONE SERVICE PROVIDERS TO ROUTE 9-1-1 CALLS FROM A CALLER TO A PUBLIC SAFETY ANSWERING POINT. VESTA SOLUTIONS DOES NOT RETAIN COMMUNICATIONS CONTENT OR USER IDENTIFIABLE CONTENT IN THE PROVISION OF THE SERVICES, EXCEPT AS OTHERWISE DIRECTED BY CUSTOMER IN ORDER TO FACILITATE HELP DESK RESOLUTION.

**13. Limitation of Liability.** EXCEPT FOR THE OBLIGATIONS SET FORTH IN SECTION 14, IN NO EVENT SHALL VESTA SOLUTIONS', ITS AFFILIATES', AGENTS', SUPPLIERS' OR SUBCONTRACTORS' COLLECTIVE TOTAL LIABILITY FOR SERVICES PROVIDED UNDER THIS MSA AND/OR SOA EXCEED CUSTOMER'S MONTHLY RECURRING CHARGES DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, WHICH COLLECTIVE TOTAL LIABILITY SHALL NOT EXCEED SIX (6) MONTHS OF CUSTOMER'S MONTHLY RECURRING CHARGES. IF CUSTOMER'S SERVICE IS INTERRUPTED, VESTA SOLUTIONS' LIABILITY SHALL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT VESTA SOLUTIONS' LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES SHALL VESTA SOLUTIONS BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES OR FOR ANY DELAY OR FAILURE TO PERFORM UNDER THIS MSA AND/OR SOA DUE TO CAUSES BEYOND VESTA SOLUTIONS' REASONABLE CONTROL, INCLUDING, BUT NOT LIMITED TO SERVICE INTERRUPTIONS. VESTA SOLUTIONS IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN, MISUSED, OR IF CUSTOMER IS THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO VESTA SOLUTIONS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER ACKNOWLEDGES THAT WITHOUT ITS AGREEMENT TO THE LIMITATIONS CONTAINED HEREIN, THE FEES CHARGED FOR THE SERVICES WOULD BE HIGHER.

**14. General Indemnity.** Vesta Solutions shall indemnify Customer from any claim against Customer for personal injury, including death, or direct damages to property to the extent such death, injury, loss or damage is attributable to the willful or negligent act or omission of Vesta Solutions, its employees, agents or sub-contractors; provided that Customer provides Vesta Solutions with (i) written notice within thirty (30) calendar days of the date Customer first becomes aware of such a Claim; (ii) sole control over the defense or settlement thereof; and (iii) reasonable assistance, information and authority to settle and/or defend any such Claim.

**15. Vesta Solutions-Provided and Owned Equipment.** Any equipment provided and owned by Vesta Solutions and installed on Customer's premises (such as the Channel Service Unit/Data Service Unit, interface cards, Channel Bank and routers, if applicable) shall remain at all times the property of Vesta Solutions. The equipment shall remain in good condition, less normal wear and tear. Vesta Solutions shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees, agents, or contractors, in which case Customer shall reimburse Vesta Solutions for the cost of any necessary repairs or replacement of the equipment as determined by Vesta Solutions in its sole discretion. Customer shall provide Vesta Solutions reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Vesta Solutions does not have access to Customer's premises within thirty (30) calendar days after Customer terminates this MSA, or if Vesta Solutions requests Customer to return the equipment and Customer does not return the equipment within thirty (30) calendar days of termination, Customer shall reimburse Vesta Solutions for the full purchase price of the equipment. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to repair or replace the equipment. For the avoidance of doubt, Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Vesta Solutions and ensuring such equipment is compatible with Vesta Solutions' network.

**16. Confidentiality and Nondisclosure.**

**A. Confidential Information.** By virtue of this MSA, the parties may have access to information that is confidential to one another ("Confidential Information"). Such Confidential Information may include, but shall not be limited to the following types of information (whether or not reduced to writing), which are acknowledged to be trade secrets of Vesta Solutions: proprietary system protocols, inventions, drawings, file data, documentation, diagrams, specifications, know-how, processes, formulas, models, flow charts, software in various stages of development, source codes, object codes, research and development procedures, test results, product features and functionality (current and pending development), marketing techniques and materials, marketing and development plans, price lists, pricing policies, business plans, information relating to Customers and/or suppliers' identities, characteristics and agreements, financial information and projections, and employee files and other related or similar information otherwise specifically identified in writing to the Customer and constitutes a trade secret in accordance with Section 812.081, Florida Statutes. Confidential Information shall also include all reports, summaries, compilations, analyses, notes or other information prepared by the recipient that are based on or reflect any Confidential Information. It is the express intent of this Section that neither party disclose to any third party any Confidential Information, however, a party may disclose such information to contractors of a party who, by virtue of the duties assumed by such contractors, have a need to know such information, provided that prior to such disclosure the party has obtained from the contractor a written agreement to abide by confidentiality obligations substantially equivalent to those stated herein.

**B. Nondisclosure.** The parties agree not to disclose Confidential Information as defined in Section 16(A) provided to it by the disclosing party to the maximum extent allowable under Section 812.081, Florida Statutes, unless it obtains the disclosing party's written consent to such disclosure. The parties agree to use reasonable efforts to avoid making the other's Confidential Information available in any form to any third party and to avoid using the other's Confidential Information for any purpose other than the implementation of this MSA or in the

exercise of rights conferred by this MSA. Each party agrees to use the same degree of care that it uses to protect its own confidential information of a similar nature and value, but in no event less than a reasonable standard of care, to ensure that Confidential Information is not disclosed or distributed by its employees or agents in violation of the provisions of this MSA. Each party agrees that it shall not reverse-engineer, decompile or disassemble any Vesta Solutions product disclosed to it and shall not remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information it obtains from the other party. Each party represents that it has an appropriate agreement with each of its employees who may have access to any Confidential Information that is sufficient to enable it to comply with all of the terms of this Section.

**C. Chapter 119, Florida Statutes.** Notwithstanding the foregoing, Vesta Solutions acknowledges that Customer is a public entity subject to Chapter 119, Florida Statutes. If Customer receives a public records request for public records received from Vesta Solutions, including any records that may be or may contain Confidential Information, Customer shall promptly notify Vesta Solutions. The notice shall inform Vesta Solutions that it must promptly inform Customer, in writing, whether or not Vesta Solutions claims an exemption to the release of part or all of the requested public record. If Vesta Solutions claims that part or all of a public record is exempt from exemption and copying, that writing shall state the basis of the exemption that it contends is applicable to the record, including the statutory citation to an exemption created or afforded by statute. If Vesta Solutions claims that an exemption applies to part of a requested public record, Vesta Solutions shall, in that writing, identify for redaction the part of that public record to which the exemption is asserted and validly applies, and the remainder of that public record shall be produced for inspection and copying. If Vesta Solutions promptly notifies Customer of a claim of exemption, Customer shall review the exemption claimed and decide whether to release the public records. If Vesta Solutions fails to promptly notify Customer that it claims an exemption to the release of the requested public record, that failure constitutes a waiver of any claim of trade secret or confidentiality, and Customer shall release the record as requested.

**17. Customer Consent to Use of Customer Proprietary Network Information (“CPNI”).** Vesta Solutions acknowledges that it has a duty, and Customer has a right, under federal and/or state law to protect the confidentiality of Customer’s CPNI. CPNI includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of the telecommunications services Customer purchases from Vesta Solutions and made available to Vesta Solutions solely by virtue of Customer’s relationship with Vesta Solutions. With Customer consent, Vesta Solutions may share Customer CPNI and other Confidential Information among its affiliates, agents, and contractors so that all may use this information to offer Customer the full range of products and services offered by Vesta Solutions and its affiliates. By signing this MSA, Customer consents to Vesta Solutions using and disclosing Customer CPNI as described above. Customer may refuse CPNI consent by signing this MSA and by notifying Vesta Solutions in writing at [Vesta.CustomerInquiry@motorolasolutions.com](mailto:Vesta.CustomerInquiry@motorolasolutions.com) of Customer’s decision to withhold Customer’s consent to use CPNI. Customer’s consent or refusal to consent shall remain valid until Customer otherwise advises Vesta Solutions. Customer’s refusal to consent shall not affect Vesta Solutions’ provision of Services to Customer.

**17.1** Vesta Solutions shall protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. Vesta Solutions may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, regulations and this MSA.

**17.2** Vesta Solutions may provide Customer CPNI to Authorized Customer Representatives (as defined below) via any means authorized by Vesta Solutions that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to the Customer’s email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives; to the Customer’s telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives; to the Customer’s postal (US Mail) address(es)

of record or to other postal addresses furnished by Authorized Customer Representatives; or via Vesta Solutions' on-line customer portal or other on-line communication mechanism.

**17.3** Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Vesta Solutions, who have existing relationships on behalf of Customer with Vesta Solutions customer service, account, or other Vesta Solutions representatives and all other persons authorized in written notice(s) (including email) from Customer to Vesta Solutions. Authorized Customer Representatives shall remain such until Customer notifies Vesta Solutions in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and shall cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Vesta Solutions in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

**17.4** Customer's notices of authorization or deauthorization must be sent to Vesta Solutions, and must contain the following information: (i) the name, title, postal address, email address, and telephone number of the person authorized or deauthorized; (ii) that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI; and (iii) the full corporate name of the Customer whose CPNI (and whose affiliates' CPNI) the person can access (or can no longer access, if applicable).

## **18. Compliance with Applicable Laws.**

**18.1** Vesta Solutions shall comply with all applicable federal, state and local laws and regulations in providing the Services, including the following:

A. Pursuant to Florida Statutes § 119.0701, to the extent Airbus DS Communications is performing services on behalf of the Customer, Airbus DS Communications shall:

(i). Keep and maintain public records that ordinarily and necessarily would be required by the Customer in order to perform the service;

(ii) Upon request from the Customer's custodian of public records, provide the Custodian with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes or as otherwise provided by law.

(iii) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MSA and following completion of the MSA if Airbus DS Communications does not transfer the records to the public agency.

(iv) Upon completion of the MSA, transfer, at no cost, to the Customer all public records in possession of Airbus DS Communications or keep and maintain public records required by the Customer to perform the service. If Airbus DS Communications transfers all public records to the Customer upon completion of the MSA, Airbus DS Communications shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Airbus DS Communications keeps and maintains public records upon completion of the MSA, Airbus DS Communications shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records, in a format that is compatible with the information technology systems of the Customer.

**IF AIRBUS DS COMMUNICATIONS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA**

## **STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MSA CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

By email: PUBLIC\_RECORDS@MARTIN.FL.US

By phone: (772) 419-6959

Mail or hand delivery: MARTIN COUNTY

Attn: PUBLIC RECORDS LIAISON

2401 SE Monterey Road

Stuart, Florida 34996

**B. Public Entity Crimes.** Vesta Solutions has been made aware of the Florida Public Entity Crimes Act, Florida Statutes § 287.133, specifically section 2(a), and the Customer's requirement that Vesta Solutions comply with it in all respects prior to and during the term of this MSA.

**18.2** Vesta Solutions agrees to obtain and maintain all interconnection and commercial agreements, permits, licenses, and governmental approvals necessary to perform its obligations under this MSA.

**18.3** Vesta Solutions is solely responsible for ensuring that its employees, agents, vendors, subcontractors, and authorized representatives ("Authorized Vesta Solutions Representatives") comply with (i) the terms and conditions of this MSA and applicable SOA; (ii) when provided to Vesta Solutions by Customer, all applicable safety rules and regulations and all applicable licensing requirements for the purpose of performing any and all work required under this MSA and SOA; and (iii) when provided to Vesta Solutions by Customer, all rules, regulations, and procedures to which an employee of Customer would be subject while performing similar activities on Customer's premises to the extent that the Authorized Vesta Solutions Representatives are performing work on Customer's premises.

**19. Cooperative Purchasing.** A public agency may purchase Services pursuant to the terms of this MSA: (i) to the extent that a jurisdiction is authorized under applicable law; and (ii) provided that the purchasing jurisdiction and Vesta Solutions have entered into a separate MSA and applicable SOA. A "public agency" is defined as any federal governmental or federal department or agency; state, county, city, county and city, municipality agency, or other political subdivision of state, any public agency of any such political subdivision, any public authority, and, to the extent provided by law, any other entity which expends funds for the procurement of services for 9-1-1 emergency communication.

**20. Force Majeure.** Neither party shall be liable for the delay nor failure to perform its obligations (excluding payment obligations) caused by circumstances beyond their reasonable control.

**21. Notices.** All notices given under this MSA shall be in writing and shall be delivered to the addresses specified below. Notices shall be effective upon receipt, and shall be deemed to have been received as follows: (i) if personally delivered, when delivered; (ii) if by certified mail return receipt requested, on the date it is officially recorded as delivered to or refused by the intended recipient by return receipt or equivalent; or, (iii) if by expedited messenger service (e.g. FedEx), when delivered as confirmed by delivery receipt.



**For Customer:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Attn: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

**For Vesta Solutions:**

Name: Vesta Solutions, Inc.

Address: 42505 Rio Nedo  
Temecula, CA 92590

Attn: Legal Department

Tel: (951) 719-2100

Fax: (951) 296-2727

**22. Amendment or Waiver.** No provision of this MSA or SOA shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification is in writing and contains the signature of an authorized representative of the each party. For purposes of this **Section 22**, an electronic mail shall not constitute a writing. Either Party's failure to enforce any of the provisions of this MSA or SOA shall not be construed as a waiver of such provisions or rights, or affect the validity of this MSA or any SOA.

**23. Severability.** If any part, term or provision of this MSA or SOA is held to be void, illegal or unenforceable, the validity of the remaining portions or provisions shall not be affected thereby.

**24. Governing Law, Attorneys' Fees.** The validity, performance, and all matters relating to this MSA or SOA and any amendment associated therewith shall be governed by the laws of the State of the Florida without reference to conflicts of law principles. The parties hereby consent to jurisdiction and venue in the federal and state courts in and for Martin County, Florida. If any legal action or other proceeding is brought to enforce the provisions of this MSA, each party shall be responsible for its own attorney's fees and other costs incurred in the action or proceeding, both at trial and on appeal.

**25. Assignment and Subcontracting.** Except as hereinafter provided, neither this MSA nor any right or obligation hereunder may be transferred, assigned or delegated by either party without the prior written consent of the other, which consent shall not be unreasonably withheld. Any attempted assignment, delegation or transfer shall be void except in the case of assignment by a party to its parent, or to any subsidiary or to a successor in interest in the course of a merger or sale of all/substantially all of a party's assets.

**26. Authority.** Each party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this MSA and SOA and to perform and carry out its obligations hereunder; (ii) the persons executing this MSA and SOA on its behalf have express authority to do so, and, in so doing, to bind the party thereto; (iii) the execution, delivery, and performance of this MSA and/or SOA do not violate any provision of any bylaw, charter, regulation, or any other governing authority of the party; and (iv) the execution, delivery and performance of this MSA and SOA have been duly authorized by all necessary partnership, corporate or governmental action and this MSA and SOA are valid and binding obligations of such party, enforceable in accordance with its terms.

**27. Survival of Provisions.** The parties agree that where the context of any provision indicates an intent that it shall survive the term of this MSA, then it shall survive.

**28. Entire Agreement.** This MSA, SOA and applicable Tariff(s) shall constitute the entire understanding between the parties concerning the subject matter hereof and supersede all prior

discussions, agreements and representations, whether oral or written and whether or not executed by Customer and Vesta Solutions.

**29. Captions.** Article and section headings used herein are for convenience only and are not a part of this MSA and shall not be used in construing it.

**30. Counterparts.** This MSA and any SOA may be executed in one or more counterparts, all of which taken together shall constitute one instrument. Once fully executed, it shall become effective as of the Effective Date stated above. Delivery of an executed signature page of this MSA by facsimile transmission or electronic photocopy (i.e., "pdf") shall be equally effective as manual delivery of an original signed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have executed this MSA as of the Effective Date provided above.

**VESTA SOLUTIONS, INC.**

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print - Block Letters)


Title: \_\_\_\_\_  
(Print - Block Letters)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print - Block Letters)

Title: \_\_\_\_\_  
(Print - Block Letters)

**ATTEST:**

By:   
Carolyn Timmann, Clerk of the  
Circuit Court, and Comptroller

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

By:   
Edward V. Giampi, Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By:   
Sarah W. Woods, County Attorney

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## **1.0 SUPPORT PLAN SUMMARY**

### **1.1 Introduction – Serving Our Customer’s Needs**

A customized Support Plan has been tailored to the specific needs of your agency. Our Service Delivery Team is focused on the health, system performance and reliability of the VESTA Router, Location Database and Network solution as part of your VESTA® *NEXT* service. Your Service Manager maintains close and constant communications with you and will continually monitor and assess our service delivery over the full lifecycle of the engagement. They will also report in a fully transparent manner on our performance in meeting your specific needs and recommend any changes or adaptations where necessary.

Our goal is to build a support relationship you can trust and count on.

### **1.2 Service Management Overview – VESTA® Services**

Service Management is the key to effective service delivery and relationship building. Our VESTA Services program offers end-to-end Service Management and includes:

- Service Manager
- Service Desk
- Network & Security Operations Center (NSOC)
- Technical Support Center
- Support Engineers
- Location Database Management

The Service Desk, Network & Security Operations Center (NSOC), and the Technical Support Center are co-located to ensure Airbus maintains a holistic view of your service delivery environment.

## 2.0 SERVICE DELIVERY AND SUPPORT

### 2.1 Service Desk

The Airbus Service Desk is the central point of contact to report incidents and submit requests. Co-located with the Technical Support Center within the Network & Security Operations Center (NSOC), our Service Desk provides:

- 24x7x365 availability to assist with your service needs
  - The Service Desk can be reached via:
    - Telephone 844.373.6427
    - Email: [NSOC@airbus-dscomm.com](mailto:NSOC@airbus-dscomm.com)
    - MyVESTA® Services web portal
- Note: Critical and High priority incidents should not be reported via email or the web portal.
- Product and system technical resources are ready to receive and take action on requests for service
  - The Service Desk will:
    - Open a case and categorize the issue or request
    - Resolve incidents based on priority
    - Perform remote analysis to assist in identifying a corrective action plan
    - Escalate the incident/request to technical or service experts when required
    - Dispatch Support Engineers where remote corrective actions are not possible
    - Engage next level management to ensure timely problem resolution
    - Provide regular status updates for escalated incidents

#### 2.1.1 MyVESTA® Services Web Portal

The MyVESTA® Services Portal is the front-end into our support structure. The portal provides direct access into our Incident Management system where you will have access to the same information as our engineers and managers. The Portal provides the ability to:

- Create cases, provide updates or to obtain status updates for an existing case
- Run Real-time (ad hoc) or schedule performance metrics for Uptime, Network Health, Response Times and Performance reports
- Query statistical data or export to Excel, CSV, or PDF formats
- Submit or obtain status on Service Requests
- The portal also provides access into our Monitoring tool, where Customers are presented an interactive topology map using Green, Yellow and Red depictions for the status of a device. This helps both our NSOC and Customers quickly understand where problems may reside along with the impact to their environment.

### 2.2 Network Security & Operations Center

The Network Security & Operations Center (NSOC) monitors and provides on-going management of VESTA® NEXT services, which includes VESTA® Router, and works closely with the Service Desk. The NSOC provides:

- Management of the VESTA® NEXT solution on a 24x7x365 basis
- Continuous monitoring of the performance and availability of the solution

- Monitoring of throughput, latency, jitter and packet loss
- Creation of alerts based on thresholds and parameters and distributes notifications appropriately
- Monitoring of the environment at all data centers or points of presence where critical components are housed to ensure functionality
- Automatic notification emails sent to designated contacts for certain classifications of incidents
- Firewall and SBC Monitoring / Management - IP Packet Security on the Ingress and Egress portions of the solution
- Intrusion Detection - User and Environmental Behavioral Analysis (UEBA) looks at patterns of human (user) behavior, and then apply algorithms to detect meaningful anomalies from those patterns
- Authentication, Authorization and Accounting (AAA) is leveraged to ensure only those allowed access, are able to access while logging what they were doing while connected
- Disaster Recovery through the buildout of Failure Domains and system Backups

## 2.3 Technical Support Center

The Technical Support Center, co-located with the Service Desk and NSOC, is available 24x7x365 and staffed with subject matter experts ready to handle escalated cases/incidents.

For technical issues, the escalation process is as follows:

Escalation Level One – NSOC Manager

Dave Catron

[Dave.Catron@airbus-dscomm.com](mailto:Dave.Catron@airbus-dscomm.com)

Office: 951.719.2188

Escalation Level Two – Director, Network Operations

Beau Kinsey

[Beau.Kinsey@airbus-dscomm.com](mailto:Beau.Kinsey@airbus-dscomm.com)

Office: 951.719.2844

## 2.4 Support Engineer

While most incidents and service requests can be handled remotely, Airbus will:

- Dispatch technicians should on-site technical expertise be required
- Access and maintain critical spare hardware components at each data center
- Manage scheduled maintenance via a formal operational and validation review within Airbus following the Airbus Change Management process

## 2.5 Originating Service Provider

Acting as the single point of contact, Airbus will engage the originating service providers (OSPs) (e.g. LEC, Wireless, VoIP providers, etc.) on your behalf and remain engaged with you and the OSP from incident inception through resolution.

- Through the use of a Letter of Authorization (LoA), Airbus will be able to support any service incident related to the solution/network functionality of the OSP

- Airbus will coordinate with the OSP to ensure timely updates and resolution are provided

## 2.6 Location Database

Airbus, through partnership with 911 Datamaster, is providing location services for proper routing of 9-1-1 calls and for providing ALI to your PSAPs. 911 Datamaster will interface daily with all OSPs to manage location data to include:

- Subscriber Record Management, which is the collection of service order records from Telephone Service Providers (TSPs),
  - Validation of those records against the MSAG
    - Interface with you to resolve MSAG issues
  - Storage of the records for the generation of the ALI database
  - Service order processing and error resolution are included in the service
- After processing and validating subscriber record updates, ALI records are posted for call routing and for retrieval and display at the PSAP during 9-1-1 calls.
- ALI Discrepancy Management – Performs investigation of ANI/ALI discrepancy reports and refers each discrepancy to the respective TSP for resolution.
- Assist with the resolution of misroutes. An ANI/ALI misroute occurs when a 9-1-1 call is delivered to the incorrect PSAP. Investigates ANI/ALI misroute reports and refers each misroute report to the TSP for resolution.
- In addition 911 Datamaster performs the following:
  - Monitor LNP migrations
  - Investigate NRF errors
  - User account management for OSPs

911 Datamaster has a number of methods available to ask questions, notify 911 Datamaster of an incident, or submit a request:

- Call the Customer Help Desk line: 913.231.5591
- Visit the 911 Datamaster website at [www.911datamaster.com](http://www.911datamaster.com)
- Submit an online request for help through the Help Desk Portal <https://helpdesk.911datamaster.com>
- Email Datamaster at [911DM\\_helpdesk@911datamaster.com](mailto:911DM_helpdesk@911datamaster.com)

## 2.7 Service Manager

The Airbus Service Manager is assigned to work with you to support all aspects of your contracted services. Your Service Manager:

- Works with the Service Desk to report on the delivery of services to ensure service levels are maintained
- Works with you and our Service Desk to establish and refine policies and procedures to ensure support is consistently delivered
- Serves as a Point of Escalation when service or support levels are not meeting expectations
- Serves as the liaison between you and our internal departments for escalated incidents

- Provides timely and frequent informational updates about progress towards resolving incidents
- Reviews with VESTA® NEXT Customers prior month service performance metrics and incident resolution status.



## 3.0 INCIDENT REPORTING AND RESPONSE

### 3.1 Reporting Incidents

The Service Desk is staffed with technicians trained in the VESTA® NEXT solution. Support staff personnel will access the solution remotely to fully understand the incident being reported.

- Customers contact the Service Desk via our toll-free number at 844.373.6427 to report an incident, inquire on the status of an incident, or place a Service Request
- At a minimum, when reporting an incident the Service Desk will require:
  - Customer name
  - Caller's name
  - Caller's contact number (supply alternate call back number)
  - Description of the problem or request
  - Operational impact of the problem (Severity)
- Upon notification of the incident, the Service Desk will supply a case number for reference
  - **NOTE:** For Critical and High severities, the Service Desk will continue working with you to begin troubleshooting the reported incident immediately.

### 3.2 Response and Severity Level Definitions

**Response Time** – shall be defined as the amount of time expired between the time in which the issue is either (a) detected by the Airbus NSOC or (b) reported to the NSOC by the Customer to the time that a qualified technician is actively troubleshooting the issue.

**Response Time Coverage** – Seven (7) days per week, 24 hours per day, 365 days of the year with a four (4) hour (maximum) response time to have an Airbus technician on site for Critical or Major severity issue related hardware, software, network repair/maintenance issues or events. This includes all Holidays. When on site repair may be necessary for Minor Severity issue they will be addressed next business day.

**Reporting Trouble** – The 1.844.373.6427 number is provided to all PSAP's for both 9-1-1 network and equipment repair issues. This also improves response times whereas the PSAP's do not need to call two different numbers to open a repair 9-1-1 call. If the issue that was called in cannot be resolved through our Airbus remote diagnostics by the Network Security Operations Center (NSOC), then a technician shall be on-site within the above stated response times. The Airbus NSOC has a call-answering objective of answering 90% of all 9-1-1 calls within 20 seconds.

**Incident Time** – means the period of time during which the service or any service component suffers an Incident. Incident Time shall commence upon either the issue is (a) detected by the Airbus NSOC or (b) reported to the NSOC by the Customer. Incident Time shall end upon completion of the repair or restoration of the service or service component. Incident Time shall not include downtime attributable to (a) Force Majeure Conditions; or (b) scheduled preventive maintenance of which the Customer was notified and to which it consented in advance.

**System Spares** – To assure that Airbus meets the service commitments, Airbus will maintain maintenance components at locations within the region.

For each reported or alert generated Critical or Major incident, the Service Desk will apply a Severity Level classification with an assigned target Response Time. This classification provides the means to manage the appropriate response and engagement process.

Severity	Description	Notification Timeline	Examples	Communication Interval
<b>Critical Incident</b>  <b>24 x 7</b>	<b>Service Outage</b>  Routing and location service failure and/or degradation which causes a failure of calls to route to the PSAP with ANI and location information on 30% or more of the calls received from the OSPs.  Any issue that would be categorized as a Major Service Degradation that is repetitive within a 3-month time.	<ul style="list-style-type: none"> <li>Within 15 minutes, notification will be provided.</li> <li>30 to 45 minutes: Provide a status notification to designated personnel.</li> </ul>	<ul style="list-style-type: none"> <li>PSAP(s) not receiving calls</li> <li>Audio is not working if even only intermittent</li> <li>OSP traffic is not able to reach PSAP(s)</li> <li>Unable to deliver location and caller information</li> <li>Network hardware or circuit failure at PSAP or datacenter.</li> </ul>	Hourly until issue is resolved
<b>Major Incident</b>  <b>24 x 7</b>	<b>Service Degraded</b>  Routing and location service degradation which causes a failure of calls to route to the PSAP with ANI and location information on fewer than 30% of the calls received from the OSPs	<ul style="list-style-type: none"> <li>Within 30 minutes, notification will be provided.</li> <li>1 hour: Provide a status notification to designated personnel.</li> </ul>	<ul style="list-style-type: none"> <li>Reduced ingress capacity</li> </ul>	Every 2 hours
<b>Minor Incident</b>  <b>8x5</b>  <b>Next Business Day</b>  <b>(Excluding Holidays)</b>	<b>Service or Device Malfunction</b>  The failure of a device, component or service that only impacts a single component or non-call delivery service feature. Does not cause an impact to the delivery of 9-1-1 calls as defined under	<ul style="list-style-type: none"> <li>Next Business Day.</li> </ul> <p>NOTE: All Critical and Major severities will be prioritized over any Minor issue.</p>	<ul style="list-style-type: none"> <li>The loss of non-critical functionality / not-service impacting</li> </ul>	Daily  (Business Days only)

Severity	Description	Notification Timeline	Examples	Communication Interval
	<p>Critical and Major Severities.</p> <p>Inaccurate ALI Information for individual telecommunication subscribers affect Allegheny's ability to access reports and or manage call delivery</p>			

Notes:

1. Any loss of a redundant service components but services are functioning with reduced capacity or service elements are no longer redundant will be treated as a Major incident for purposes of service response.
2. If purchased, any loss/degradation of the disaster alternate trunking will be treated as a Major incident for puposes of service response.

### 3.2.1 Service Credits

Severity Level	Incident Time	Service Credit
Critical Incident	< 4 hours	No Credit
	Over 4 hours	The Customer will receive a service credit of 1% of the Monthly Recurring Cost (MRC) for each hour or part thereof for each Incident Time, as defined in Section 3.2 exceeding 4 hours.
Major Incident	< 4 hours	No Credit
	Over 4 hours	The Customer will receive a service credit of 0.5% of the Monthly Recurring Cost (MRC) for each hour or part thereof for each Incident Time, as defined in Section 3.2 exceeding 4 hours.
Minor Incident	N/A	No Credit

The maximum cumulative Service Credits available per month shall be capped at 10% of the Monthly Recurring Cost (MRC).

### EXCLUSIONS TO SERVICE CREDITS

The following exclusions apply to all Service Credits:

1. No Service Credits will be due where routing failures are related to routing database inaccuracies.
2. No Service Credit will be due to the extent the Incident Time is not met because the incident is the result of an act or omission on the part of the Customer, or its contractors.
3. If the Incident Time is not met because Airbus is delayed in or prevented from responding to or restoring a service component or equipment because of any act or omission on the part of the Customer, then the time used to measure the Incident Time will be correspondingly stayed to reflect the amount of time that Airbus was delayed in or prevented from responding or restoring such service component or equipment.
4. No Service Credit will be due to the extent the Incident Time is not met because of a Force Majeure event (as defined in the applicable Master Service Agreement) directly impacting the Customer or Airbus infrastructure.
5. No Service Credit will be due during periods of scheduled work by Airbus including maintenance and new installations of hardware and/or software that have been approved through the Change Management Request Process or Customer approval. Notwithstanding the foregoing, Airbus will take commercially reasonable efforts to prevent scheduled maintenance and new installations from impacting support and the Incident Time. However, should an incident occur during periods of scheduled work by Airbus that persists beyond completion of the scheduled work or should an incident occur which is caused by service components not reasonably related to the scheduled work, a Service Credit will apply where applicable.
6. No Service Credit will be due if the incident is resulting from network devices or malware (e.g., viruses, worms, etc.) unless Airbus is determined to be solely responsible for introducing such unapproved device or malware.
7. No Service Credits will be due if the parties agree that the incident results in a “No Trouble Found” trouble ticket.
8. No Service Credits will be due if the Incident Time is not met because of the Customer’s material non-compliance with any obligation under the Agreement to the extent such non-compliance is a substantial contributing factor to Airbus’s failure to meet the Incident Time.
9. No Service Credits will be due if the cause of non-performance arises from or is related to the Customer provided network.

## 4.0 PERFORMANCE METRICS

VESTA NEXT services are deployed to the following performance metrics:

### 4.1 IP Network Performance Metrics

Metric	Implementation	In Service
IP Circuit Availability	Tested for connectivity and failover performance.	Measured on a monthly basis to achieve 99.9% availability on a per circuit basis. IP network service provider SLA in effect.
Network Jitter	Tested for compliance to $\leq 20$ ms.	Measured on a monthly basis the network jitter shall be less than 20 ms between demarcation points.
Network Throughput	Tested for compliance to bandwidth specified.	Performance monitored not to exceed design limits
Network QoS	Tested prior to cutover to verify QoS standards are being met.	Voice traffic should be marked to DSCP (Differentiated Services Code Point) EF (Expedited Forwarding) per the QoS Baseline and RFC 3246.
Network Packet Loss	Tested for compliance to $\leq 0.5\%$ .	Measured on a monthly basis the average packet loss between demarcation points shall not exceed 0.5%.
Network Latency	Tested for compliance to $\leq 35$ ms.	Measured on a monthly basis the network latency shall be less than 35ms between demarcation points.

### 4.2 VESTA Router Service Performance Metrics

Metric	Performance Measure
Throughput	The service is designed to meet the following throughput. Throughput is based on a single data center site supporting 100% of the peak call volume for a 24 hour period. Peak call volume is based on the busiest PSAP average call volume times ten (10), with a 10% incremental adder for SMS messages.
System Failover	The service core elements shall automatically re-route all traffic in the event of a failure of the network or other any service core element. In many failure scenarios, the system shall perform the re-route function without dropping calls in process.

Voice Quality	The Mean Opinion Score (MOS) goal is 4.0. The network security operations center (NSOC) will actively monitor the network's quality using the industry standard MOS that automatically activates alarms on the service if the MOS score dips below a specific value. If the MOS score drops to 4.00 or below, the NSOC/system will enable alternate paths when available.
Service Availability	The VESTA Routing Service is architected to provide 99.999% availability to deliver 9-1-1 calls to the service demarcation point identified as the egress port located at the PSAP host site or up to the point where path diversity no longer exists. This equates to a cumulative service downtime not to exceed 5.26 minutes per year. VESTA Routing service availability is measured by the cumulative number of minutes of downtime when the VESTA Routing service is unable to deliver 9-1-1 calls to the service demarcation point. The duration of the VESTA Router service downtime will be determined by data contained in the VESTA Router system log files.

### 4.3 VESTA Location Service Performance Metrics

Metric	Performance Measure
Service Availability	The VESTA Location service is architected to provide 99.999% availability to deliver location data in response to the location demarcation point in response to a location request. Location Service availability is measured by the cumulative number of minutes of downtime when the Location Service is unable to deliver a location response to the location demarcation point.

## 5.0 CHANGE REQUESTS

### 5.1 Requesting a Service Change

A service change request is coordinated through the Service Desk. The change is initiated by completing a Request for Change (RFC) form. The RFC is used to document the requested service change. Airbus service and engineering staff will assess and identify potential impact, risk, timeline, and any costs (if applicable) associated with functional change, hardware or component additions, integration to additional systems/networks, etc.

The change management process ensures that all service change requests to the VESTA® *NEXT* solution are properly documented, reviewed, and approved by all stakeholders prior to implementation.

### 5.2 Change Management Process

Airbus utilizes a detailed, ITIL based change management process to ensure standardized methods and procedures are followed for efficient and prompt handling of all changes. The change management process allows Airbus to avoid/minimize the impact of change-related incidents on service delivery, and prevent any disruption to your day-to-day operations.

A service change request follows the Airbus Change Management Process which includes:

- Create Service Request for Change
- Review and Assess Service Request for Change
- Develop Implementation Plan
- Test the Change
- Roll Back Plan Identified
- Change Approval

The Service Manager fulfills the role of Change Manager. Information about changes in requirements, network services, application patches, software updates, new service requests, or any other source of change, is tracked in our change management system.

## 6.0 SUMMARY

The overall goal of the Airbus DS Communications Service Delivery Team is trained, responsive, and proactive, thereby, allowing you to remain focused on providing critical public safety services.

Our Support Plan includes the following key VESTA Services elements:

- **Network & Security Operations Center (formerly known as Managed Services)** – Continuous monitoring and response of the VESTA® *NEXT* solution as well as providing notification of critical and high alerts
- **Service Desk**—One place to report incidents and place requests. Reported incidents are correlated with monitoring for assistance in root cause determination
- **MyVESTA® Services Web Portal** – Enhanced access to case status and resolution details
- **Technical Support Center** - Staffed with subject matter experts to handle escalated cases
- **Support Engineers** – Support engineers who provide resolution to incidents and complete service requests
- **Originating Service Providers** – Engagement with OSPs to facilitate resolution of reported incidents
- **Location Database Management** – Provide comprehensive location data management services to ensure proper routing of 9-1-1 calls and deliver Location Services/ALI to your PSAPs
- **Service Manager**— A Service Manager who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations



## 7.0 CONDITIONS AND EXCLUSIONS

### 7.1 Conditions

Airbus Services ensure the optimal performance of your VESTA® NEXT solution. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- On-site intervention requires Customer to provide site access
- Remote monitoring, troubleshooting and restoration requires that Customer provide direct unencumbered remote access to all locations and equipment
- Equipment must be operated in a normal environment and protected from adverse conditions which may impact performance and / or damage equipment

### 7.2 Exclusions

Airbus service and support obligations hereunder will not apply to any Airbus supported software or hardware if correction of an error, adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, failure of Customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by Customer or others, unless otherwise approved in writing by Airbus
- Connection of another machine, device, application or interface to Airbus supported equipment (hardware and/or software) by Customer or others, which has caused damage to Airbus supported equipment
- Damage or destruction caused by natural or man-made acts or disasters
- Failure or degradation in performance of Airbus supported equipment (hardware and/or software) due to the installation of another machine, device, application or interface not specifically certified and approved by Airbus for use in Customer's environment
- The operation of the software in a manner other than that currently specified in applicable product documentation
- The failure of Customer to provide suitable qualified and adequately trained operating and maintenance staff
- Incompatible or faulty Customer hardware and/or software interfaces
- Modifications made without Airbus written approval to the OS, network, hardware or software environment or software applications

Further, support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, performance of preventive maintenance or system administration, or adding additional devices or software applications.