

# MARREVESHJA E NIVELIT TE SHERBIMIT

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Kjo Marrëveshje për Nivelin e Shërbimit (Marrëveshja) është në fuqi që nga [DATA] ("Data e hyrjes në fuqi").

**NDERMJET:** **[EMRI KOMPANISE TUAJ]** ("Ofruesi i Shërbimeve"), një korporatë e organizuar dhe ekzistuese sipas ligjeve të [Shtetit / Provincës] të [STATE / PROVINCE], me zyrën qendrore të vendosur në:

[ADRESA JUAJ E PLOTË]

**DHE:** **[EMRI I KLIENTIT]** ("Klienti"), një korporatë e organizuar dhe ekzistuese sipas ligjeve të [Shtetit / Provincës] të [SHTETIT / PROVINCE], me zyrën qendrore të vendosur në:

[ADRESA E PLOTE]

## PERSHKRIMET

Kjo Marrëveshje përcakton termat dhe kushtet sipas të cilave Klienti do t'i ofrojë Ofruesit të Shërbimeve pajisje të caktuara me kusht dhe Ofruesi i Shërbimeve do të ofrojë shërbime të caktuara mbështetëse për Klientin në premisat e specifikuara të Ofruesit të Shërbimeve (në tekstin e mëtejshëm "Vendndodhja e Rrjetit të Ofruesve të Shërbimeve").

NDERSA, Ofruesi i Shërbimeve është i dëshiruar dhe i aftë të ofrojë shërbime mbështetëse për Pajisje të Caktuara të Klientëve të cilat ndërlidhen me Shërbimet e Transmisionit të Ofruesve të Shërbimeve; dhe

NDONESE, Klienti dëshiron që pajisja të mbështetet nga Ofruesi i Shërbimeve në një pjesë të caktuar të Vendndodhjes së Rrjetit të Ofruesve të Shërbimeve, siç përcaktohet në pjesën A të kësaj Marrëveshjeje (në tekstin e mëtejshëm "Përmbledhja e Vendndodhjes dhe Pajisjeve"), është e bashkangjitur këtu dhe ka bërë një pjesë të saj; dhe

DUKE KONSIDERUAR, Klienti dhe Ofruesi i Shërbimeve (në tekstin e mëtejshëm "Palët" dhe në mënyrë të veçantë si "Pala") kanë rënë dakord mbi termat që do të rregullojnë kushtin dhe mbështetjen e Pajisjeve siç është paraqitur në pjesën B të kësaj Marrëveshjeje të referuara si "Deklarata e Punës"), e cila është e bashkangjitur këtu dhe e ka bërë një pjesë të kësaj Marrëveshjeje, dhe siç është paraqitur në pjesën C të kësaj Marrëveshjeje (në tekstin e mëtejshëm "Përmbledhja e Çmimeve Periodike jo të përsëritura dhe mujore"), është e bashkangjitur këtu dhe ka bërë një pjesë të saj;

TANI prandaj, duke pasur parasysh marrëveshjet e ndërsjella dhe premtimet e përfshira këtu dhe për konsiderata të tjera të mira dhe të vlefshme, pranimi dhe mjaftueshmëria e të cilave pranohet, Palët pajtohen si më poshtë:

## 1. SIPERMARRESIT

- A. Klienti do të sigurojë dorëzimin e brendshëm të Pajisjeve në Vendndodhjen e Rrjetit të Ofruesve të Shërbimeve siç është specifikuar në Përmbledhjen e Vendndodhjes dhe Pajisjeve me njoftim të duhur dhe në kohë siç përcaktohet në Deklaratën e Punës.
- B. Klienti do të instalojë pajisjen në Vendndodhjen e Rrjetit të Ofruesve të Shërbimeve siç është specifikuar në Përmbledhjen e Vendndodhjes dhe Pajisjeve në përputhje me standardet dhe praktikatat e Ofruesit të Shërbimeve dhe Industrisë siç specifikohet në Deklaratën e Punës.
- C. Ofruesi i Shërbimeve do të lidhë shërbimet e Pajisjes me Shërbimin e Ofruesve të Shërbimeve në Vendndodhjen e Rrjetit të Ofruesve të Shërbimeve siç specifikohet në Përmbledhjen e Vendndodhjes dhe Pajisjeve në përputhje me standardet dhe praktikatat e Ofruesit të Shërbimeve siç specifikohet në Deklaratën e Punës.
- D. Ofruesi i Shërbimeve do të mbajë Pajisjet peng për përdorim vetëm në Vendndodhjen e Rrjetit të Ofruesve të Shërbimeve siç është specifikuar në Përmbledhjen e Vendndodhjes dhe Pajisjet dhe vetëm për qëllimet e parashikuara këtu.
- E. Gjatë periudhës së dorëzimit, Ofruesi i Shërbimeve do të sigurojë hapësirë, energji, testim, mjedis dhe shërbime të tjera mbështetëse për Pajisjet siç përcaktohet në Deklaratën e Punës dhe Ofruesi i Shërbimeve nuk do të ketë përgjegjësi tjetër për Pajisjet.
- F. Klienti duhet të bashkëpunojë plotësisht me Ofruesin e Shërbimeve në ofrimin e këtyre shërbimeve mbështetëse dhe pajtohet të kryejë ato aktivitete të identifikuara si Përgjegjësitë e Klientit në Deklaratën e Punës.

## 2. AFATI DHE PERFUNDIMI

- A. Afati fillestar i kësaj Marrëveshjeje do të fillojë më [DATE], do të vazhdojë për një periudhë prej [NUMER] vjet, dhe pastaj do të përfundojë më [DATE].
- B. Kjo Marrëveshje është detyruese kur ekzekutohet nga Klienti dhe më pas është pranuar nga Ofruesi i Shërbimeve dhe një herë është pranuar nga Ofruesi i Shërbimeve, normat dhe tarifat e parashikuara në këtë Marrëveshje do të hyjnë në fuqi nga dita e parë e ciklit të ardhshëm të faturimit pas datës së nënshkrimit të Klientit ("Data e hyrjes në fuqi").
- C. Secila Palë mund të përfundojë këtë Marrëveshje pas dhënies së [NUMRAT] ditëve kalendarike para njoftimit me shkrim të ndërprerjes në lidhje me Palën tjetër.
- D. Nëse Klienti e përfundon këtë Marrëveshje para skadimit të afatit fillestar [NUMER], Klienti do të paguajë nga Ofruesi i Shërbimeve, përveç të gjitha ngarkesave të tjera, për Vendndodhjen e Rrjetit të Ofruesve të Shërbimeve, shume që paraqet dëmet e likuiduara që Klienti pajtohet arsyeshem.
- E. Klienti do të heqë pajisjen e tij nga vendndodhja e Rrjetit të Ofruesve të Shërbimeve brenda [NUMER] ditëve kalendarike nga përfundimi i kësaj Marrëveshjeje dhe, nëse Klienti nuk e kryen këtë, Ofruesi i Shërbimeve mund të heqë vetë Pajisjet dhe të ruajë të njëjtat në shpenzimet e Klientit dhe në rrezik të klientit. Çdo shpenzim nga Ofruesi i Shërbimeve për heqjen dhe ruajtjen e Pajisjes do të mbajë interes në më pak se [%] në vit ose në normën maksimale të lejuar nga ligji.

- F. Të drejtat dhe detyrat në Nenin D, "Garancia dhe Përgjegjësia" mbijetojnë me përfundimin e kësaj Marrëveshjeje.

### 3. DISPOZITA FINANCIARE

- A. Klienti duhet t'i paguajë Ofruesit të Shërbimit një tarifë jo të përsëritur për Përgatitjen e Vendit, Qarqet Shtesë AC ose DC të Energjisë dhe Ndërlidhjen e Rrjetit në secilën prej Vendndodhjes së Rrjetit të Ofruesve të Shërbimeve siç përcaktohet në Përmbledhjen e Çmimeve Periodike jo të përsëritura dhe mujore.
- B. Klienti duhet të paguajë ofruesin e shërbimit në baza mujore të përsëritura për tarifën e menaxhimit të lokacionit, një furnizim me energji të pandërprerë (UPS) për qarqet e energjisë elektrike (115 V ose të tjera) dhe për shërbimin e mirëmbajtjes së nivelit të parë të ofruesit të shërbimit në secilin shërbim Vendndodhja e Rrjetit të Ofruesit (s), siç përcaktohet në përmbledhjen e çmimeve të përsëritura jo-përsëritëse dhe mujore.
- C. Klienti duhet të paguajë një Ngarkues të Shërbimit një herë për [SASI për qark, kur, sipas kërkesës së Klientit, Ofruesi i Shërbimeve ka siguruar që kabllimi të shtohet, zhvendoset ose të ndryshohet pasi puna fillestare e Përgatitjes së Vendeve të Listuara në Përmbledhjen e Pajisjeve dhe Vendndodhjeve të përfunduar nga Ofruesi i Shërbimit. Kjo tarifë është në shtesë të çdo tarife tjetër të specifikuar në tarifën ose kontratën e aplikueshme nga njësi ekonomike nga e cila sigurohet objekti ose shërbimi.
- D. Për lëvizjet e pajisjeve të bëra në bazë të kërkesës së Klientit, Klienti duhet të paguajë për çdo njësi të Pajisjes që kjo të zhvendoset në një vendndodhje tjetër brenda të njëjtit Vend të Rrjetit të Ofruesit të Shërbimeve, pasi puna fillestare e Përgatitjes së Vendeve të Listuara në Përmbledhjen e Pajisjeve dhe Vendndodhjes plotësohet nga Ofruesi i Shërbimit.
- E. Klienti duhet të paguajë direkt ose të rimbursojë Ofruesin e Shërbimeve, sipas rastit, për të gjitha taksat, pergjegjesite dhe detyrimet e ngjashme që mund të rezultojnë nga kjo Marrëveshje ose ndonjë shërbim mbështetës i përcaktuar më poshtë, pa tatime të bazuara në të ardhurat neto të Ofruesit të Shërbimeve.
- F. Të gjitha faturat duhet të paguhet në [VALUTE] brenda [NUMER] ditëve kalendarike pas pranimit siç është përcaktuar në Përmbledhjen e Çmimeve Periodike jo të përsëritura dhe mujore.

### 4. WARRANTY AND LIABILITY

- A. Service Provider warrants that its undertakings hereunder shall be performed in a professional and workmanlike manner and that it will provide Support Services in accordance with this Agreement.

NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- B. Client warrants that it has the unrestricted right to place the Equipment at Service Provider's Location(s) listed in the Location and Equipment Summary for the term of this Agreement.
- C. Except as otherwise set forth herein, neither Party shall be deemed negligent, at fault or liable in any respect to the other for any delay, interruption or failure in performance hereunder resulting from fire, flood, water, the elements, explosions, acts of God, war, accidents, labor disputes, strikes,

shortages of equipment or suppliers, unavailability of transportation or other cause beyond the reasonable control of the Party delayed or prevented from performing.

- D. Except to the extent the same is caused solely by the gross negligence or willful misconduct of Service Provider, its authorized agents or employees, Client shall indemnify and hold harmless Service Provider, its agents, contractors and employees from and against any and all claims, liability, damage, loss, or expense (including attorney's fees) including injury or death to persons, or damages to property, both real and personal, which may arise out of: (a) the presence of Client's unit(s) of Equipment, employees, contractors or agents on Service Provider's premises; (b) the installation, operation, maintenance or removal of the Client's unit(s) of Equipment from Service Provider's premises; (c) any inherent defects in the Client's unit(s) of Equipment.
- E. Client shall indemnify and hold harmless Service Provider, its agents, contractors and employees from and against any and all claims, liability, damage, loss, or expense (including attorney's fees) including injury or death to persons, or damages to property, both real and personal, which may arise out of the negligent or intentional acts or omissions of Client, its agents, employees or contractors.
- F. Service Provider shall not be liable for any damages to the Equipment for any reason, except to the extent the same is caused solely by the gross negligence or willful misconduct of Service Provider, its authorized agents or employees; provided, however, that in the event the Equipment while in the possession and control of Service Provider is either lost or so damaged as the result of Service Provider's gross negligence or willful misconduct, the maximum liability of Service Provider for said Equipment shall not exceed the replacement value of the Equipment in a dismantled state, if repairs are impracticable, or, in the event said Equipment is repairable, the costs to repair damage thereto.
- G. In no event shall either Party be liable to the other for any indirect, incidental, special or consequential damages, including loss of revenue and profits, even if aware of the possibility thereof.
- H. Notwithstanding anything to the contrary in this Agreement, Service Provider's liability to Client for any reason and upon any cause of action or claim in contract or tort, including without limitation breach of this Agreement or any warranty hereunder, regardless of form of action, shall not exceed the lesser of direct damages proved or [NUMBER] month's Location Management Fee.
- I. THE LIMITATIONS SET FORTH IN THIS ARTICLE D APPLY TO ALL CAUSES OF ACTIONS OR CLAIMS IN THE AGGREGATE INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS. FURTHER, NO CAUSE OF ACTION WHICH ACCRUED MORE THAN [NUMBER] YEARS PRIOR TO THE FILING OF A SUIT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED AGAINST SERVICE PROVIDER. CLIENT AND SERVICE PROVIDER EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN REPRESENT THE PARTIES' AGREEMENT AS TO THE ALLOCATION OF RISK BETWEEN THE PARTIES IN CONNECTION WITH SERVICE PROVIDER'S OBLIGATIONS UNDER THIS AGREEMENT. THE PAYMENTS PAYABLE TO SERVICE PROVIDER IN CONNECTION HERewith REFLECT THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES IN THIS AGREEMENT.

## **5. ACCESS, TITLE AND INSURANCE**

- A. Client, its agents, employees and contractors who, in Service Provider's discretion, do not pose a security risk to Service Provider personnel or property, shall be permitted access to Service Provider Location(s) listed in the Location and Equipment Summary, to be accompanied at all times by an Service Provider escort, during normal business hours for the purpose of installing, operating, maintaining, repairing or removing the unit(s) of Equipment, after giving a reasonable advance

notice to Service Provider, provided, however, that Client agrees to comply with Service Provider's security regulations and other local site operating policies and procedures while on the Service Provider Network Location for these express purposes. A reasonable advance notice as referenced above shall be provided as follows: (a) a minimum of no less than [NUMBER] calendar days notice for the purpose of installing, preparing or removing the Equipment; (b) a minimum of [NUMBER] hours advance notice for routine preventive maintenance on the Equipment; (c) as soon as possible for the reporting of a network malfunction causing loss of service or a degraded operating condition in the Equipment.

- B. The Parties agree that Client is making the Equipment available hereunder as a bailment and that title to the Equipment will remain with Client or Client's lessor and that Service Provider shall have no right, title or interest therein, except as expressly provided in this Agreement. Service Provider will not impose liens, security interests or encumbrances on the Equipment.
- C. The Parties agree not to move the Equipment to any other location prior to the expiration of this Agreement without the other Party's prior written consent nor to make alterations in or affix attachments to the Equipment, except that Client may make those alterations or affix attachments to the Equipment as necessary for Client's networking requirements, provided Client gives Service Provider advance notice of no less than [NUMBER] days before making such changes to the Equipment, and that Service Provider may relocate the Equipment to another Service Provider Location for its convenience due to Service Provider's networking requirements.
- D. In the event of such Equipment relocation for Service Provider's convenience, Service Provider agrees to pay all costs associated with the removal, moving, installation and demarcation of such equipment, other than any direct or indirect costs, of any kind or nature, incurred by Client for its vendors or technicians (whether employees or independent contractors), including without limitation, travel and lodging expenses (if any) and salary or other payments for services rendered. Client understands that during such an Equipment relocation Client will experience a communications service outage while the Equipment is being relocated.
- E. Throughout the term of this Agreement, Client shall obtain, maintain and pay for: (i) all risk property insurance covering the Equipment; (ii) comprehensive general liability (including products and completed operations liability and broad form property damage) insurance covering the Equipment and the contractual liability of Client under this Agreement in form and with insurers reasonably satisfactory to Service Provider and with a minimum limit of [AMOUNT, CURRENCY] per occurrence for personal injury, bodily injury and property damage; (iii) Worker's Compensation with statutory benefits; (iv) Employees Liability with a minimum limit of [AMOUNT, CURRENCY] per occurrence; and (v) automobile liability insurance with a minimum limit of [AMOUNT, CURRENCY] per occurrence for bodily injury and property damage. All insurance policies required to be maintained by Client under this Agreement shall be with insurance companies licensed to do business in the states where the Equipment is located, reasonably satisfactory to Service Provider, and shall name Service Provider as an additional insured. Certificates of such insurance (showing payment of current premiums thereon) shall be delivered to Service Provider a minimum of [NUMBER] days prior to Equipment delivery with renewals thereof delivered to Service Provider a minimum of [NUMBER] days prior to the expiration of any such policies. Each policy shall contain an agreement by the insurer that such policy shall not be canceled without [NUMBER] days prior notice to Service Provider.

Certificates of insurance should be mailed to:

[SERVICE PROVIDER]  
[ATT TO:]  
[YOUR COMPLETE ADDRESS]

## 6. CANCELLATION FOR CAUSE

- A. In addition to any other rights of termination specified herein, either Party may terminate this Agreement upon [NUMBER] days prior written notice to the other in the event of:
- i. the other's failure to pay any amounts due hereunder and not duly contested in good faith within [NUMBER] days after the receipt of the terminating Party's written notice of default concerning the same; or
  - ii. the other's failure to cure a material breach within [NUMBER] days after receipt of the terminating Party's written notice of default concerning the same.

## 7. NON-COMPETITION

### A. By Client

The Client covenants and agrees that it will not directly or indirectly for the term of this Agreement and for a period of two years following the termination of this Agreement:

- (i) engage in, continue in or carry on any business which competes with Service Provider in Service Provider's Business (hereunder described) or which is substantially similar thereto.
- (ii) offer employment to a person who is or was employed by Service Provider during the then immediately preceding [NUMBER] months, or assist any other person or entity in offering employment to a person who is or was employed by Service Provider, during the then immediately preceding [NUMBER] months, without the prior written consent of Service Provider;
- (iii) undertake any business with or solicit the business of any person, firm or company who shall have been a customer of Service Provider and with whom any executive of Service Provider or their subordinates has dealt with during the then immediately preceding [NUMBER] months which might adversely affect Service Provider's business relationship with such customer, but only if such solicited business relates to Service Provider's Business;
- (iv) engage in any practice the purpose of which is to evade the provisions of this covenant not to compete.

### B. By Service Provider

Service Provider covenants and agrees that it will not directly or indirectly for the term of this agreement and for a period of two years following the termination of this Agreement:

- (i) engage in, continue in or carry on any business which competes with the Client in the Client's Business or which is substantially similar thereto;
- (ii) consult with, advise or assist in any way, whether or not for consideration, any corporation, partnership, firm or other business organization which is now or becomes a Competitor of the Client if the principal purpose of such consultation, advice or assistance is to permit such corporation, partnership, firm or business organization to compete with Client in the Client's Business, including, but not limited to, advertising or otherwise endorsing the products of any Competitor of the Client for such purpose; soliciting customers or otherwise serving as an intermediary for any such Competitor of the Client for such purpose; loaning money or rendering any other form of financial assistance to or engaging in any form of business transaction with any Competitor of the Client for such purpose;
- (iii) offer employment to a person who is or was employed by the Client during the then immediately preceding [NUMBER] months, or assist any other person or entity in offering

employment to a person who is or was employed by the Client, during the then immediately preceding [NUMBER] months, without the prior written consent of the Client;

- (iv) undertake any business with or solicit the business of any person, firm or company who shall have been a customer of the Client and with whom any executive of the Client or their subordinates has dealt with during the then immediately preceding [NUMBER] months which might adversely affect the Client's business relationship with such customer, but only if such solicited business relates to the Client's Business; or
- (v) engage in any practice the purpose of which is to evade the provisions of this covenant not to compete.

## **8. NOT A LEASE OR LICENSE**

Client understands and agrees that this Agreement is not intended to and shall not be deemed to grant Client any property rights in any of the Service Provider Network Location(s) listed in the Location and Equipment Summary.

## **9. INDEPENDENT CONTRACTOR RELATIONSHIP**

It is acknowledged and agreed that Service Provider's relationship with the Client is at all times hereunder an independent contractor. The Client shall have no authority over Service Provider's internal business affairs and decisions. Service Provider shall have no authority to act on behalf of, or legally bind the Client, and Service Provider shall not hold itself out as having any such authority. This Agreement shall not be construed as creating a partnership or joint venture.

## **10. GENERAL**

- A. This Agreement sets forth the entire understanding between the Parties with regard to the subject matter hereof and supersedes any prior discussions or representations between them with respect thereto. All amendments to this Agreement shall be in writing and signed by both Parties.
- B. Neither Party may use the name, trademark, service mark or Logo of the other Party in any advertising, news releases or in any other manner without the written consent of such Party.
- C. Client may not assign this Agreement or any of its rights hereunder without written consent by Service Provider, which shall not be unreasonably withheld.
- D. All Equipment provided for Service Provider by Client hereunder for use in connection with Service Provider's communications services shall be deemed to be "Client-Provided Terminal Equipment" within the meaning of Service Provider's Tariff.
- E. The relevant rights and obligations of the parties shall survive the termination of this Agreement.
- F. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by telex, telegram, Service Provider Mail, or certified, registered, or express mail at the respective addresses set forth below (or at such other addresses as shall be given in writing by either Party to the other). All notices, requests, demands or communications shall be deemed effective upon personal delivery or on the calendar day following the date of the telex, telegram, or Service Provider Mail, or when received if sent by registered certified or express mail.

If to Service Provider:

ATTN. [NAME], [YOUR COMPANY NAME], [YOUR COMPLETE ADDRESS], [YOUR FAX NUMBER].

If to Client:

ATTN. [NAME], [YOUR COMPANY NAME], [YOUR COMPLETE ADDRESS], [YOUR FAX NUMBER].

## **11. GOVERNING LAW**

This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the law of the [State/Province] of [STATE/PROVINCE], excluding any laws that direct the application of another jurisdiction's laws.



**12. ATTORNEY FEES PROVISION**

In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded its reasonable attorney fees, and costs and expenses incurred.

IN WITNESS WHEREOF, the parties have executed this Agreement at [DESIGNATE PLACE OF EXECUTION], with full knowledge of its content and significance and intending to be legally bound by the terms hereof the day and year first above written.

SERVICE PROVIDER

CLIENT

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

**EXHIBIT A**  
**LOCATION AND EQUIPMENT SUMMARY**

**EXHIBIT B**  
**STATEMENT OF WORK**

**SERVICE PROVIDER RESPONSIBILITIES:**

- A. Furnish and install, as part of the Site Preparation, such equipment rack(s), signal cabling, demarcation panel(s). AC power and DC power as requested by the Client to support the installation of the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
- B. Upon completion of Site Preparation, perform testing as Service Provider deems appropriate to verify proper operation of Service Provider provided signal cabling, associated demarcation panel(s) and AC power and DC power at the Service Provider Network Location(s) specified in Exhibit A.
- C. Provide a central telephone number of the Service Provider Network Management Center (MNMC) to be used by Client to report all troubles, schedule routine maintenance visits, request First Level Maintenance and to request Service Provider technical support, should the Service Provider Network Location be unmanned at time of Client's request.
- D. Service Provider will perform "First Level Maintenance" on the Equipment only at the direction of Client or its designated vendor at the Service Provider Network Location(s) specified in Exhibit A.

Service Provider performed "First Level Maintenance" on the Equipment is defined as follows:

- a. At the direction of the Client or its designated vendor report any visual or audio alarms on the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
  - b. At the direction of the Client or its designated vendor, rebooting and/or restarting the Equipment at the Service Provider Network Location(s) specified in Exhibit A by pressing of readily accessible buttons or switches.
  - c. At the direction of the Client or its designated vendor, replace Equipment modules and/or cards with on site Client provided spare modules and/or cards at the Service Provider Network Location(s) specified in Exhibit A.
- E. Order, maintain and provide routine and emergency maintenance on Service Provider services up to the designated Service Provider demarcation point located in the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
  - F. Provide the necessary facilities to provide Client with the proper transmission quality as stated in the Service Provider Tariff and/or other agreements by and between the Parties at the Service Provider Network Location(s) specified in Exhibit A.
  - G. Install, cable, power up, and test Equipment during such hours as determined by the Site Manager of the Service Provider Network Location(s) specified in Exhibit A to determine proper operating performance before the acceptance of Service Provider transmission services at the Service Provider provided demarcation in the Equipment and ensure that the Equipment provides the proper transmission quality to Service Provider.
  - H. Provide routine preventive and emergency maintenance for the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
  - I. Provide overall network management and monitoring of the Equipment at the Service Provider Network Location(s) specified in Exhibit A.

J. [OTHER, SPECIFY]

## **CLIENT RESPONSIBILITIES:**

- A. Properly stage all Equipment prior to shipment to the Service Provider Network Location(s) specified in Exhibit A.
- B. Arrange for inside delivery of Equipment with all labor, tools, and test equipment necessary to completely install and test the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
- C. Provide Service Provider with [NUMBER] week(s) prior notice of Equipment delivery at the Service Provider Network Location(s) specified in Exhibit A.
- D. Report all troubles, schedule routine maintenance visits, request First Level Maintenance and request Service Provider technical support, should the Service Provider Network Location be unmanned at time of Client's request, through the Service Provider Network Management Center (MNMC) for the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
- E. Retain spares as Client or its designated vendor deem necessary within the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
- F. Maintain an accurate accounting of Equipment installed and spares at the Service Provider Network Location(s) specified in Exhibit A.
- G. Provide a receipt to Service Provider for all spares or Equipment removed from any of the Service Provider Network Location(s) specified in Exhibit A.
- H. Provide an accurate accounting all circuits installed to the Equipment at the Service Provider Network Location(s) specified in Exhibit A. including circuit type, city pairs and signaling levels for each circuit installed.
- I. Provide Service Provider with a Client contact list including names, home and office phone numbers and pager numbers of key contacts and designated vendor(s) for the routine maintenance and emergency repair of the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
- J. Make necessary arrangements to work cooperatively with Service Provider in the isolation of troubles, including but not limited to, the provisioning of loopbacks and cooperative bit error rate testing at the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
- K. Client or its designated vendor shall not rearrange, disconnect, relocate, remove, modify or attempt to repair the signal cabling, demarcation panel(s), AC power and DC power provided by Service Provider, or permit others to do so, without prior approval of Service Provider at the Service Provider Network Location(s) specified in Exhibit A.
- L. Bear all costs associated with third party vendor efforts in disaster recovery of the Equipment at the Service Provider Network Location(s) specified in Exhibit A.
- M. Provide Service Provider with any necessary agency authorization as may be required for Service Provider to fulfill its obligations under this Support Services Agreement and the Exhibits attached hereto and made a part hereof this Agreement.
- N. [OTHER, SPECIFY]

**EXHIBIT C**  
**NON-RECURRING AND MONTHLY RECURRING PRICING SUMMARY**