



PROFESSIONAL SERVICES ADDENDUM

This Service Description and Service Level Agreement (SLA) for **Professional Services** sets forth certain Service Descriptions for Customer's management of their Wide Area Network.

1. Product Description. IntelTrace's Professional Services Management service is a set of services that includes design, engineering, implementation management, network management, life cycle management, and equipment rental services for routers, switches, and firewall based wide area networks. In addition, WAN Management Services supports (a) customer procured equipment, or (b) IntelTrace procured equipment where IntelTrace rents equipment to the Customer. Additional charges apply over and above charges for the underlying Converged Connection Type(s) and Service Application(s), details of which will be set out in a separate Order Form. Two service level options are available for Professional Services Management, as follows:

1.2 The WAN Management service boundary extends to the local interface(s) on each wide area network Customer premises router, that is either (i) the LAN Port or (ii) where Voice over IP (VoIP) is a component of the managed service, the Voice Port(s).

1.3 IntelTrace may utilize contractors or subcontractors to provide WAN Services.

2. Customer Procured Equipment: If Customer chooses to provide its own equipment, the Customer shall provide a detailed list of Customer equipment ("Customer Equipment") to be covered by WAN. IntelTrace will then notify Customer of (i) all Customer Equipment (including its hardware and software) which is (in IntelTrace's sole discretion) ineligible for the Service ("Non-Eligible Equipment") and/or (ii) any remedial action which may be required by Customer to ensure that any such equipment (and/or Customer's facilities) qualify for the Service. IntelTrace shall have no responsibility for any Non-Eligible Equipment. To the extent that IntelTrace agrees to provide the Service in relation to Non-Eligible Equipment pending replacement or upgrade of that equipment by Customer, IntelTrace shall provide such services on an 'as is' basis without warranty of any kind and the Service Level Agreements set out in this appendix shall not apply to the provision of such services IntelTrace. Customer shall retain ownership of all Customer equipment provided however that IntelTrace shall have sole control of any Customer equipment which is to be managed by IntelTrace as part of the Service.

3. Design and Engineering. IntelTrace will work with the Customer to develop a design of managed devices to support the Customer's IntelTrace transport solution. IntelTrace Engineer's define all equipment, software, interfaces, and memory required to support the Customer's requirements as communicated during the sales cycle.

4. Implementation and Installation. IntelTrace will work with the Customer to develop a comprehensive work plan to implement and install the network including transport and Managed Devices.

4.1 Inteltrace is responsible for the following activities for network implementation and installation:

- Providing up to date project milestones install dates and project timeline.
- Shipping (if Inteltrace provided equipment) of Equipment
- Connecting Equipment to WAN access and any installed dial backup Terminal Adapters.
- Insuring installed Equipment is accessible in-band and out-of-band by management center.

4.2 Prior to installation, the Customer is responsible for the following activities for network implementation and installation:

- Providing contact information for each location where service is being turned up.
- Providing access at site for installation/implementation at scheduled times. Ensuring that appropriate contact personnel are on-site and available for installation.
- Ensuring that the equipment meets agreed upon design including: configuration, fault management, and is free of physical defects (for Customer provided equipment)
- Ensuring use of all necessary power distribution boxes, conduits, grounding, surge and lightning protection and associated hardware. Power outlets must be within four feet/ 1 meter of the equipment to be installed.
- Ensuring all required inside wiring is in place. Making any necessary building alterations to meet wiring and any other site requirements.
- Ensuring that Managed Device placement is within six feet/two meters of the telecommunications access demarcation point. Ensuring that each Telco Access Demarcation is clearly marked in a way that allows the installer to connect the correct circuit to the correct router port or CSU/DSU.
- Ensuring environmental requirements meet equipment manufacturer's requirements
- Ordering, installing and managing the third party Internet connection that is part of the IPVPN SOHO RAS feature (if requested by Customer), and for providing Internet service provider information (provider name, Internet IP address for Inteltrace CPE interface) to Inteltrace.
- Configuring Customer's voice equipment used in connection with VoIP services, if ordered. Connecting Managed Devices to LAN access. Connecting Managed Devices to customer voice equipment for VoIP access.

4.3 Out of Band Management Modems: Where Customer requests and Inteltrace agrees to provide, out of band management modems, the following additional terms shall apply:

- Customer shall be responsible for (i) ensuring that out of band management modem analog lines are ordered and installed within two meters of applicable Managed Devices, and providing applicable telephone numbers to Inteltrace, in each case at least two weeks prior to the Site readiness date in each case and (ii) configuring Customer Equipment to ensure routers can accept out of band management modem calls on auxiliary ports. This arrangement must conform to the Service specifications allowing out-of-band access to the CSU/DSU and the router via a secure modem and must be available 24 hours per day.

4.4 Inteltrace installs IMS during normal business hours, that is between 08:30 and 17:30 local time Monday to Fridays, excluding local bank and other public holidays.

Installations carried out, at Customer's request, during periods outside those times ("Out of Hours"), may incur additional charges.

5. Network & Fault Management: The network management includes Network Monitoring, Configuration Management, Fault Management, and Performance Reporting. Inteltrace monitors network elements that have a constant connection to the underlying Carrier's Network. Devices are monitored seven days a week, 24 hours-a-day. Inteltrace will handle all proactive and reactive Customer communications.

Inteltrace is responsible for:

- Isolation and resolution of all logical faults to determine if the problem is with software, hardware or the network.
- Emergency fixes and software updates.

6. Configuration Management: Configuration management is the remote configuration of all Managed Devices in the network. Inteltrace is responsible for, and has sole access to all configuration management and software and hardware changes. Inteltrace is responsible for:

- Configuring routers for Customer.
- Maintaining database of logical configuration, physical configurations and software specification.
- Perform emergency re-loads.
- Providing configuration in-band to re-configure routers for lifecycle Moves/Adds/Changes/Deletes (MACD) or upgrades (additional charges may apply).

7. Customer Care Quality Guarantee: Outage Notification and Customer Premise Equipment (CPE) Service Level Agreement (SLA).

- Outage Notification SLA Scope. Inteltrace's Network Outage SLA provides Customer notification within 30 minutes after it is determined that Service is unavailable.
- Outage Notification and CPE Replacement SLA Process. Inteltrace's standard procedures are to ping Customer's CPE every five minutes. If the CPE does not respond after two consecutive five-minute ping cycles, Inteltrace will deem the Service unavailable and the Customer's point of contact will be notified by e-mail, phone or pager, as elected by Inteltrace. If Inteltrace deems the CPE unavailable, Inteltrace will ship out to end user address for next business day replacement.
- Outage Notification and CPE SLA Remedy. If Inteltrace fails to meet the Outage Notification or the CPE SLA, Customer's account will be credited, at Customer's request, the pro-rated charges for one day of the Inteltrace Monthly Fee for the affected Service. Customer may obtain no more than one credit per day, per service affected, regardless of the number of Outage Notification non-compliances during the day.

IN WITNESS WHEREOF, authorized parties on behalf of their respective entities have signed this Attachment as of the date shown below.

INTELLETRACE, INC.

Customer Name

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____