



NOTICE IS HEREBY GIVEN THAT THIS AGREEMENT IS SUBJECT TO ARBITRATION PURSUANT TO CHAPTER 48 OF TITLE 15 (& 15-48-10, ET SEQ.) OF THE SOUTH CAROLINA CODE OF LAWS, 1976, AS AMENDED.

### Managed Services Agreement

V05.12.16

This Managed Services Agreement works in conjunction with the HTC Services Agreement.

#### ARTICLE I. Support Services.

- 1.1. Information. Customer shall provide HTC will access to information necessary to perform the Support Services obligations of this agreement such as network configuration diagrams, logs, static IP address, etc. All such information will be provided free of charge to HTC. HTC will use this information strictly for the purpose of providing support to Customer and will keep this information strictly confidential.
- 1.2. Remote Telephone Support. HTC will provide a four (4) hour remote telephone call back response to requests for non-emergency support by Customer during Business Hours (HTC Business Schedule can be found in Article VI, Section 6.1). Upon receiving a request for services from Customer, HTC will provide remote call back telephone support services for the purposes of providing Customer with technical support and configuration changes.
  - 1.2.1. Exception. Remote Telephone Support is a billable service for all Bundle Customers (this includes ProVoice Power Bundle, ProVoice Small Business Bundle and Smart Business Bundle).
- 1.3. On Site Services. HTC will provide Customer on-site consulting services for services such as product installation and integration, network diagnosis and corrective repairs. On-site services will be available to Customer as part of this Agreement providing: a) HTC receives authorization from Customer to perform such activities, b) The requested services are at a time mutually agreed to by HTC and Customer, c) Customer agrees to pay HTC for reasonable travel time and travel expenses for travel originating from outside of Horry County or travelling to a destination outside of Horry County and such work
  - 1.3.1 Is within HTC's capability
  - 1.3.2 Will not, in HTC's opinion, present labor justification problems
  - 1.3.3 Is not hazardous, and
  - 1.3.4 Does not entail violation of any applicable laws, ordinances or regulations.
  - 1.3.1. Exception. On-site Services is a billable service for all Bundle Customers (this includes ProVoice Power Bundle, ProVoice Small Business Bundle and Smart Business Bundle).
- 1.4. Support Procedures. HTC will provide Customer with procedures for placing support requests such as telephone numbers and escalation contact telephone numbers to ensure call back response time obligations are met. Customer will provide HTC with procedures for responding to requests for service and alarm response such as telephone numbers and escalation contact telephone numbers to ensure all call back response time obligations are met.
- 2.1 Moves, Adds and Changes (MACS). Any service work performed after the initial installation and setup, not covered in this Agreement or the Services Detail Agreement, will be billed at the then current standard hourly rate for such service work, with a one (1) hour minimum. The HTC Business Schedule can be found in Article VIII, Section 8.1. Holidays and non-business hours will be billed in accordance to the schedule below:

	Multiplier:
Business Hours	<i>Standard Hourly Rate</i>
After Hours	<i>1.5 times Standard Hourly Rate</i>
Weekends and Holidays	<i>2 times the Standard Hourly Rate</i>

Note: Recognized holidays are subject to change.

- 2.3 Confidentiality. Each party agrees to treat as confidential all written information and documentation provided and designated in writing "confidential", "proprietary" or such words of similar import by the other. In addition, HTC shall treat as confidential all information regarding or relative to Customer, whether such information is provided by Customer or obtained by HTC in the performance of this Agreement. Each party agrees to protect such information from being copied or used by anyone except by such party in the performance of its obligations



hereunder. Each party agrees to return to the other, at the termination of this Agreement, all copies of such confidential information received or copied from such party during the course of this Agreement. Said confidentiality obligation shall terminate two years after termination of this Agreement.

- 2.4 Technical Interface. Customer shall, during the term hereof, maintain qualified technical personnel to interface with HTC's technical consultants performing the services under this agreement.

## **ARTICLE II. Service Specifications.**

### 2.1 Facility, Equipment and IT Support.

- 2.1.1 HTC will need access to all necessary systems.
- 2.1.2 HTC may need to interact with Customer's current Network Administrator or other IT Support personnel.
- 2.1.3 HTC will need access to the physical site during installation (if services so require).
- 2.1.4 Customer will be responsible for coordinating any 3<sup>rd</sup> party configurations to include, but not limited to remote party IT resource or consultant.

### 2.2 Customer Responsibilities.

- 2.2.1 Customer will provide a primary point of contact.
- 2.2.2 Customer will provide physical access to buildings at scheduled installation times if required by HTC.
- 2.2.3 Customer will provide any special suits, clothing or apparel needed for installation environment.

**ARTICLE III. Equipment and/or Software Rental Agreement.** HTC will rent to Customer the Equipment and/or Software (hereinafter 'Equipment') indicated in the Services Detail Agreement.

- 3.1 The Equipment is and shall at all times remain the property of HTC. Customer accepts complete responsibility for the Equipment, except under normal maintenance and routine wear and tear. Customer agrees to cover Equipment under this Agreement with proper insurance to cover any damages incurred. Damages include carelessness or tampering on the part of Customer's employees or agents, misuse, or accident, or hazards such as storms, wind, fire, lightning, floods or other like contingency or catastrophe or acts of God. HTC reserves the right to inspect the Equipment at reasonable times and upon reasonable notice to Customer.
- 3.2 Customer agrees not to alter or tamper with or remove Equipment from initial installation location, nor to allow others to do so. Customer will promptly notify HTC of any damage to Equipment.
- 3.3 Neither this agreement nor Equipment is assignable or transferable by Customer. If Customer sells, vacates, rents or sublets the property wherein the equipment is installed at the address of initial installation, Customer shall inform HTC at least thirty (30) days prior to said change.
- 3.4 In the event that service is discontinued by either party for any reason and Customer refuses to return the Equipment, or if Equipment is lost, destroyed, damaged or stolen, Customer agrees to pay HTC a replacement cost equal to the value of Equipment.

## **ARTICLE IV. Travel.**

4.1 Any costs for travel expenses for travel originating from outside of Horry County or travelling to a destination outside of Horry County incurred by HTC on behalf of Customer and for any consulting services or to perform the service obligations of this Agreement on behalf of Customer will be invoiced monthly as incurred. Reasonable travel expenses include, but are not limited to, airfare, car, food and hotel expenses.

**ARTICLE V. Broadband/MPLS.** If Customer subscribes to HTC Broadband or MPLS service as a part of this Managed Services solution, please reference Internet Based Service Disclaimers.

## **ARTICLE VI. Liabilities and Warranties.**

- 6.1 Service Limitations. Services under this Agreement may be dependent on bandwidth speeds. HTC does not guarantee against increased usage rate as a result of changes in user's online habits, such as the streaming of digital content that would result in Customer needing to upgrade



network components, Customer employees or occupancy or other instances that would extend required service above Customer's speeds. Customer will be responsible for upgrading bandwidth and/or equipment in the event usage rate increases and an upgrade is required to provide continued service.

- 6.2 Technical Liability Limitation. Services provided under this Agreement do not assure uninterrupted operation of the network or guarantee information and/or network security.
- 6.3 Disclaimer of Warranty. HTC makes no warranty, whether express, implied, or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service, or (except as specifically set forth in this Agreement) as to any other matter, all of which warranties by HTC are hereby excluded and disclaimed.

#### **ARTICLE VII. Miscellaneous Provisions.**

- 7.1 Termination. A party may terminate this Agreement upon the other party's failure to cure any of the following within 30 days following written notice thereof: (a) the insolvency, corporate reorganization, arrangement with creditors, receivership or dissolution of the other party; (b) institution of bankruptcy proceedings by or against the other party; (c) a final order by a government entity with appropriate jurisdiction that a Service or the relationship hereunder is contrary to law or regulation; or (d) breach of any provision herein.
- 7.2 Termination Charge. HTC and Customer agree that in consideration for termination, charges will be based on Term Pricing referenced in Service Detail Pricing in correspondence with the Service Agreement and any applicable Addendums. In the event of termination of services prior to fulfilling term of Agreement by Customer (including temporary suspension of service) for any reason other than a breach of Agreement by HTC which has not been cured pursuant to 7.1 Termination, Customer agrees to pay A) fulfill remaining balance of term in full within 30 days of cancellation, B) reimburse HTC any waived charges including, but not limited to, installation charges. If service is part of a Bundle, Customer agrees to pay termination charges indicated in the applicable Bundle Services Agreement.

#### **ARTICLE VIII. Miscellaneous Provisions.**

- 8.1 HTC Business Schedule.
- 8.1.1 Business Hours are defined as between 8:00 am and 5:00 pm, Monday through Friday, excluding Holidays.
- 8.1.2 After Hours are defined as between 5:00 pm and 8:00 am, Monday through Friday, excluding Holidays.
- 8.1.3 Weekends are defined as between 5:00 pm Friday through 8:00 am Monday.
- 8.1.4 Holidays are defined as the twenty-four (24) hour period for each HTC observed Holiday. Holidays include (Note: Recognized Holidays are subject to change):
- New Year's Day
  - Good Friday, Easter
  - Memorial Day
  - Independence Day
  - Labor Day
  - Thanksgiving Day (2 days)
  - Christmas Day (2 days)
- 8.2 Amendment. This Agreement may be amended from time to time only in writing executed by the parties hereto with the same formality attending the execution of this Agreement. Once an amendment or modification becomes effective in such manner, it shall be deemed to be included thereafter in all references herein to the Agreement.
- 8.3 Notices. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be mailed by first class mail, certified or registered, postage prepaid or sent via a nationally recognized overnight courier (e.g., FedEx) to the other party at the billing address set forth on the first page of this Agreement. Notices are deemed received by a party when the party or its agent receives such Notice. Any party may change its address by giving notice in writing stating its new address to the other party.
- 8.4 Governing Law. This document shall be governed by and construed in accordance with the laws of the State of South Carolina.



- 8.5 Binding, Benefit. This Agreement constitutes the entire agreement and understandings among the parties. All previous discussions, promises, representations and understandings among the parties relative to this Agreement, if any, are superseded by this Agreement. This Agreement shall bind and benefit the parties and their respective successors and assigns, regardless of whether such successors and assigns agree to be bound by the Agreement.
- 8.6 Successors and Assigns. This Agreement shall bind and benefit the parties and their respective successors and assigns, regardless of whether such successors and assigns expressly agree to be bound by the Agreement.
- 8.7 Headings. The headings in this Agreement are for convenience only and are not to be used in construing this Agreement.
- 8.8 Non-Solicitation. Each party agrees that, during the term of this Agreement and for a period of one year following the termination or expiration of this Agreement, it will not directly or indirectly solicit or induce any employee of the other party or its Affiliates to terminate or negatively alter his or her relationship with the other party or its Affiliates. If any restriction set forth in this Section is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.