

Technical Service Agreement (TSA) 5

Customer Entity Name	Wattsburg Area School District		
Third Party Agent (if applicable)			
Billing Street / PO Box	10774 Wattsburg Road		
Billing City, State, Zip	Wattsburg, PA 16509		

Customer Primary Technical Contact			
Name	Guy White		
Email	<a href="mailto:guy.white@wattsburg.org">guy.white@wattsburg.org</a>	Primary Phone	814-824-4122

Customer Secondary Technical Contact			
Name	Matt Harman		
Email	<a href="mailto:matthew.harman@wattsburg.org">matthew.harman@wattsburg.org</a>	Primary Phone	814-824-4128

Customer Business Contact			
Name	Guy White		
Email	<a href="mailto:guy.white@wattsburg.org">guy.white@wattsburg.org</a>	Primary Phone	814-824-4122
Contract Term (months)	36	Estimated Delivery Date	7/1/2020
** A revised estimated delivery date will be provided following assessment of special construction			

Total Service Pricing	Monthly Recurring Cost (MRC)	Non-Recurring Cost (NRC)
Commercial Equipment		
Commercial Installation		
Commercial Internet	\$ 1,823.75	
Commercial Transport	\$ 526.25	
Commercial Voice		
<b>Total</b>	<b>\$ 2,350.00</b>	<b>\$</b>

Services	Speed (Mbps)	A: Location	Z: Location	Quantity	Price	MRC	NRC
<b>Commercial Equipment</b>							
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
<b>Commercial Installation</b>							
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
<b>Commercial Internet</b>							
MR - Dedicated Internet Access	3000		10782 Wattsburg Road, Erie PA	1	\$ 1,823.75	\$ 1,823.75	\$ -
					\$ -	\$ -	\$ -
<b>Commercial Transport</b>							
MR - Wide Area Network - EPL	10000		10782 Wattsburg Road, Erie PA	1	\$ 526.25	\$ 526.25	\$ -
					\$ -	\$ -	\$ -
<b>Commercial Voice</b>							
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
<b>Commercial Other</b>							
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
<b>Other</b>							
This Renewal TSA-5 is a 36-month renewal of Transport Service and Dedicated Internet Access as outline above. TSA-5 replaces TSA-3 and any associated amendments.							
Effective commencement date: 07/01/2020							
<b>Transport Solution:</b> EPL 10 Gbps remains the same as currently in place for 10774 Wattsburg Road, Erie PA							
<b>Internet Solution:</b> Zito will upgrade the current DIA 1.5 Gbps to 3 Gbps at 10774 Wattsburg Road, Erie PA at new MRC of \$1,823.75							

**Taxes and Fees:** All Products and Services pricing and other charges due hereunder are exclusive of all applicable sales taxes, duties, levies or other charges imposed by any local, state, federal, public or quasi-public governmental entity on Zito, the payment of which shall be the sole responsibility of Customer.

**Term:** The commencement of the term shall be the date of notification of service availability. For phased implementation, the commencement of the term shall be the date of the latest notification of service availability.

**Renewals:** The commencement of the renewal term and any subsequent pricing modifications shall be effective with the next billing cycle following the TSA final signatory execution date.

**Acknowledged and Agreed:** By signing below, I certify that I am duly authorized by the company to execute this form and make the representations contained herein on behalf of the company.

Customer Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Customer Signatory \_\_\_\_\_ Date \_\_\_\_\_

Zito Account Mgr \_\_\_\_\_ Date \_\_\_\_\_

Zito President \_\_\_\_\_ Date \_\_\_\_\_

### **Customer Responsibilities**

1. Follow proper notification procedures for Service and/or Maintenance issues.
2. UPS power backup for managed network devices and digital desktop phones.
3. Preparation of rack or wall space for Zito optical demarcation and managed network devices.
4. Proper cabling supplied to end points. May require customer testing of existing facilities to determine adequacy for newly installed services.
5. Follow agreed protocol should common network interface equipment be utilized.
6. Customer supplied Cat-5 or 5e to each digital set jack location. Customer supplied Cat-5e or 6 between aggregation closets, if required.
7. Zito DIA service includes the installation of a fiber optic compatible network interface device (NID) with an Ethernet port that is configured based on the listed service speed. The customer is required to provide a network element with routing capability and configure in accordance with the information provided at the time of installation. Customer configuration of traffic shaping (often found in QoS configuration instructions) is also required for service speeds other than 100Mbps or 1000Mbps.

### **Analog Compatibility**

Alarms, Fax Machines, Pagers and other devices may not be compatible with VoIP (Voice over Internet Protocol) services. Analog device to IP telephony is a best effort service. Zito will make reasonable attempts to provide a successful service. Zito makes no representation or warranty, whether express or implied that the service will work with these devices. If your device is not compatible with IP telephony, consider having a phone line with traditional service integrated with your device.

### **Billing**

The Non-Recurring Cost for Services will be billable upon execution of this agreement. The Monthly Recurring cost for services will become billable as activated \*. Payment term is 30 days.

\*Zito will provide reasonable means to estimate all service installation dates. Implementation of voice services may be contingent on customer tasks being completed. Zito reserves the right to commence billing for voice services when Zito has completed all tasks to deliver these services but completion of customer tasks extend the voice service activation date 45 days beyond the notice of availability for data services.

### **Equipment**

Unless purchased, all equipment, modems, and mounting equipment will at all times remain the property of Zito Business. Customer shall pay for the full retail cost of, or the repair or replacement of any lost, stolen, unreturned, damaged, sold, transferred or assigned equipment together with any costs incurred by Zito Business in obtaining or attempting to obtain possession of any such equipment.

### **Expected Service Delivery Date**

The date(s) provided by Zito above are an estimate derived from the anticipated scope of outside plant construction and premise entry, if applicable. Outside plant construction is contingent on coordination with other entities for licenses to attach to their facilities or entering right of ways. "Make Ready" is defined as physical changes to facilities that must be completed by these entities before Zito can commence their construction. These facility changes are outside of Zito's control and may introduce 180 days into a construction schedule. Zito will use all commercially reasonable means to determine and communicate any changes to the construction schedule that will have an impact on the service delivery date.

### **Network Service Right of Use**

Customer shall not make available or permit access to the products or services or any portion thereof provided under this agreement to any person or entities outside the site location identified in this agreement by any means, including without limitation, the use of any form of hardware or transmitter or wide area or wireless network.

### **Portability**

Customer may, upon thirty (30) days written notice to Zito, move, discontinue or terminate Service, prior to the end of an Agreement Term as set forth in the Technical Services Agreement (TSA), without payment of the applicable early termination charge set forth in Section 5 of the Master Services Agreement (MSA), if: (i) Customer replaces the affected Service at a new location, so long as the value of the replacement Service is equal to or greater than the Service being replaced, and (ii) Customer pays all non-recurring charges applicable to the replacement Service (including, without limitation, all construction expenses); and (iii) Customer pays any applicable third party termination liability applicable to the Service being terminated.

### **Telephone Call Monitoring and Recording**

While the Zito hosted PBX platform has considerable capabilities with regard to monitoring and recording telephone calls within your office, the use of these features may be regulated by state and federal laws and regulations. Zito provides no advice or legal opinions with regard to compliance with any such federal or state laws and regulations nor indemnifies customers against any potential non-compliance. If any Zito customer opts to utilize such functionality, it is the responsibility of that customer to determine that such use is in compliance with all federal and state laws and regulations.

### **Telephone Number Porting**

Telephone number porting from the current vendor may delay existing number transfer if not timed correctly. To ensure uninterrupted voice services, Zito premise installation must be completed prior to the customer's requested port date. Zito may upon request provide temporary numbers to establish voice services prior to the current vendor's Firm Order Confirmation (FOC) date. Costs for forwarding to these temporary numbers, if required, are the responsibility of the customer. Instructions for number porting, Letter of Authorization (LOA), most recent bill copies and all other required supporting information must be received a minimum of 45 calendar days prior to the requested port date. Large project ports that are split in phases must have phases scheduled in accordance with the current vendor's porting requirements. No porting activation will occur without coordination and approval from the customer.

### **Non-Provisioned E911 Call**

Any penalty fees imposed for customer-supplied numbers provided to Zito that are non-compliant with the FCC's regulations regarding E911 are the sole responsibility of Customer. Zito will not be responsible for any such encumbrances resulting from incorrect, incomplete, inaccurate, and ill- or non-defined locations in conjunction with associated Caller IDs.

### **Terms of Use**

You have reviewed and will comply with Zito's Acceptable Use Policy posted on [www.zitobusiness.com](http://www.zitobusiness.com)

### Service Level Agreement (SLA)

Zito Business will provide the following simple Guarantee: Should a Customer remain unhappy with a Zito supplied Product or Service after following the procedures outlined in the Customer Service Policy and Procedure document, send your written concern, via Overnight Carrier or Certified Mail (w/signature request) to the following address:

Zito Business  
102 South Main Street, PO Box 665  
Coudersport, PA 16915

Zito will work directly with the Customer to address the operational concern. Customer agrees to prompt onsite meeting with Zito management. Allow up to 10 business days from the receipt of your formal notification for Zito to satisfy the operational concern.

Should Zito remain unable to address the concern to your reasonable level of satisfaction, the Customer may terminate the supplied product or service under the following terms:

- 1 The reason for your dissatisfaction must be within Zito's direct control.
- 2 Your account with Zito must be current, with no outstanding balances over 30 days past due.
- 3 You remain liable for all Zito's charges incurred prior to the effective date of any valid service termination.

Unless otherwise specified, all Zito supplied hardware and equipment remains the property of Zito and shall be returned upon cessation of services for any reason.

### Customer Service Policy

Zito Business is dedicated to resolving all Network Service problems and interruptions as quickly as possible. Our Network Operations Center (NOC) is comprised of experienced, technical customer service agents that have significant industry knowledge, with vital experience successfully handling crisis situations. All system events are logged on problem notification (via alarm or customer call), with the NOC working to determine the problem source, and to dispatch personnel as required.

To provide the fastest response to your Service Issue, please follow the procedures outlined below:

Please enter a trouble ticket in our online ticketing system by logging in to your Zito Customer Dashboard at [www.zitobusiness.com](http://www.zitobusiness.com). If you are unable to open a trouble ticket, please contact our Network Operations Center at 877-742-8272 and provide the representative with your contact information. Please do not call any other Zito support number or office number.

#### VOICE or DATA SERVICE OUTAGE \*

A Zito representative will contact you within 15 minutes of your notification.

Once the issue has been identified, a Zito representative will contact you within 2 hours of the original notification. Upon resolution, a Zito representative will contact you within 4 hours of the original notification.

\* In the majority of cases, Zito will have identified and repaired the situation within minutes.

#### ALL OTHER MINOR SERVICE RELATED ISSUES OR QUESTIONS

\* Including: Virtual PBX feature issues, IP supplied telephone set issues, bandwidth issues (non-service affecting).

A Zito representative will contact you within 60 minutes of your notification.

Once the issue has been identified and resolved, a Zito representative will contact you within 4 hours.

### E911 Disclaimer (Voice Customers Only)

The E911 Disclaimer and Customer Acknowledgement constitute a part of your Service Agreement with Zito Business (Zito).

The Federal Communications Commission (FCC) requires Zito to explain any potential limitations of the Emergency 911 (E911) services being provided. It is important that you understand the difference between the Zito VoIP (Voice over Internet Protocol) service and the phone service provided over a traditional phone line.

VoIP phone service depends on Internet connectivity and power to function. Zito emergency calling service / 9-1-1 may not be available under certain circumstances, including but not limited to:

- \* an electrical power outage
- \* a broadband internet service outage

You are responsible for the accuracy and the completeness of the address that you submit to Zito and advising us of any changes to the address for the location at which VoIP will be used and to which emergency service will be sent in the event that you use the VoIP 9-1-1 dialing service. Inaccurate address information may result in a delay of the required emergency service.

We make no warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. We rely on third parties to assist us in routing 9-1-1 calls to local and national call centers. We disclaim any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result.

The FCC requires Zito to advise customers to place the following notice near all VoIP phone sets:

In the event of a power outage or internet failure, this phone may not have the ability to make or receive calls, including 9-1-1 calls.