

PressW Maintenance & Support Agreement

This Maintenance & Support Agreement (“Agreement”) is entered into by and between **PressW** (“Provider”) and **Consolidated Communications, Inc. (CCI)** (“Client”). This Agreement outlines the scope of activities, Service Level Agreements (SLAs), responsibilities, and other terms related to PressW’s AI development and support services provided to CCI.

1. Scope of Activities (“Activities”)

1. AI System Development & Maintenance

- Ongoing feature development and bug fixes for the AI applications deployed in the CCI ecosystem.
- Implementation of new enhancements or modifications requested by CCI and agreed upon by both parties.

2. Support & Maintenance

- Monitoring, investigation, and triage of system issues.
- Incident resolution according to the SLAs defined in this Agreement.
- Coordination with CCI to prioritize issues and tasks within the allocated resources.

3. Additional Services

- Any additional tasks beyond this scope will be handled upon mutual written agreement.
- **Burst Capacity** (if applicable): Any need for extra hours or specialized skills beyond the standard allocation can be accommodated through an addendum or a separate arrangement.

2. Tasks & Deliverables

1. Allocated Hours & Resource Management

- A full-time senior engineer will be assigned to the CCI project, focusing on implementing and maintaining AI tools.
- As part of after-hours or extended weekend support, PressW will allocate dedicated support resources to handle urgent issues and backlog tasks.

2. Tracking & Reporting

- PressW will track support and maintenance requests through a shared project management system (e.g., Jira) to ensure clear prioritization and visibility into completed tasks.
- Progress updates, issue logs, and deliverable statuses will be communicated to CCI on a regular basis.

3. Deliverables

- Completed features, bug fixes, or model improvements.
- Production release notes detailing changes made to the system.

3. Service Definitions & Responsibilities

For clarity, the following definitions apply to this Agreement:

- **Hours of Operation:** PressW's standard business hours, Monday–Friday, 9:00 AM – 5:00 PM CT (UTC-6), unless otherwise stated in the SLA Tiers below.
- **Incident:** Any request from CCI for PressW to resolve a defect, provide guidance, or assist with issue analysis and resolution in the AI systems.
- **Defect:** A bug or malfunction in the AI system or supporting infrastructure that impedes normal operation.
- **Severity / Tier:** The classification of the Incident's impact, used to determine response and resolution times (as defined in the SLA Tiers).
- **Initial Response:** PressW's first communication to CCI acknowledging receipt of an Incident and providing the preliminary severity or next steps.
- **Resolution Timeframe:** The target period for delivering a fix or workaround, dependent on the severity of the Incident.
- **Quality Assurance (QA):** The testing and validation of any fix, feature, or model retraining to ensure it meets the agreed-upon acceptance criteria. The CCI internal QA team will be responsible for approving fixes before release to production.
- **Production Release:** The deployment of code or models from a development environment into the live production environment accessed by end users.
- **Service Availability:** The time periods during which PressW resources are available to respond to Incidents, which may include extended coverage if purchased under after-hours or weekend support plans.

4. Developer Resourcing

4.1 Full-Time Developer Allocation

- PressW will provide a full-time senior engineer dedicated to enhancing and maintaining CCI's AI tools.
- This engineer will attend daily meetings, implement system designs, and ensure efficient progression of development backlogs.
- By focusing solely on CCI's projects, this resource will expedite feature delivery and address critical bug fixes.

4.2 Support Resources

- To maintain system stability, PressW will onboard dedicated resources for after-hours and weekend support as defined below.
- During periods of low-priority incidents, these resources will address backlog items or enhancements.

After-Hours Support

- Coverage from 5:00 PM – 9:00 AM on weekdays for incident resolution.
- Coverage for Saturday and Sunday will be performed via support resources on call
- There will be multiple support resources available on rotation in order to maintain active support
- Resource(s) will triage and resolve high-priority incidents and, if capacity allows, work on backlog tasks.

5. Service Level Agreements (SLAs)

This section outlines the Tiers, their definitions, and the associated response/resolution targets. All times refer to the designated Hours of Operation unless extended coverage (e.g., after-hours, weekend) is in effect.

5.1 Tier 1: Critical Failure

Definition

- System-wide outage or severe degradation causing complete operational failure.

Response Time

- Within 1 hour (during covered support hours).

Resolution Time

- Fix provided within 6 hours (during covered support hours).
- Timeframes are subject to adjustment based on issue complexity and third-party dependencies.

5.2 Tier 2: Major Issue

Definition

- Significant functional impact that does not cause a total outage.

Response Time

- Within 3 hours (during covered support hours).

Resolution Time

- Within 1 business day (during covered support hours).
- May be adjusted based on complexity or dependencies.

5.3 Tier 3: Minor Issue

Definition

- Cosmetic or low-impact issue that does not disrupt core functionality.

Response Time

- Within 1 business day.

Resolution Time

- Evaluated on a case-by-case basis, taking into account resource availability and backlog priorities.

5.4 Tier 4: Backlog Issue

Definition

- Lower-priority enhancements or future feature requests.

Response Time

- Within 1 business day.

Resolution Time

- Addressed according to agreed project priorities and resource availability.

6. Incident Response & Resolution Policy

1. Initiation

- CCI will initiate an Incident request via email, phone, ticketing system, or other agreed communication channels.
- PressW will acknowledge the Incident with an *Initial Response* based on the severity level.

2. Discovery & Diagnostic

- PressW will perform an initial assessment to confirm the severity (Tier 1–4) and estimate the *Resolution Timeframe*.
- Complexities such as third-party dependencies or external platform availability may affect the estimated timeline.

3. Communication & Updates

- PressW will provide ongoing updates to CCI regarding progress and any changes to the estimated *Resolution Timeframe*.

- If an incident is likely to exceed its benchmark resolution, PressW will notify CCI within the initial time window (e.g., within 3 days for major incidents).

4. Quality Assurance & Sign-Off

- Prior to any Production Release, PressW will work with CCI's internal QA team to verify that defects are resolved and functionality is intact.
- CCI's designated representative may provide final sign-off once the fix is confirmed in the production environment.

5. Disclaimer

- PressW will make commercially reasonable efforts to meet the resolution benchmarks. However, no warranty is implied regarding the absolute resolution of every Defect within the stated timeframe, especially when third-party integrations or dependencies are involved.

7. Escalation Procedures

If an Incident cannot be resolved within the stated *Resolution Timeframe* or requires higher-level approval or additional resources, the following escalation path applies:

1. **Primary Contact:** Assigned PressW Support Engineer
2. **Secondary Contact:** PressW Project Manager or Team Lead
3. **Executive Contact:** PressW Executive Sponsor / Account Manager

CCI is encouraged to escalate at any stage if the urgency demands immediate attention beyond the initially assigned resource.

8. Service Monitoring & Reporting

- PressW will be notified via **ServiceNow** for incidents as reported by CCI
- PressW will utilize tools such as **Splunk**, **LangFuse**, and **Nebuly** to monitor system performance, track anomalies, and detect potential issues.
- Periodic performance reports, incident logs, and usage statistics will be made available to CCI.
- Additional reporting or custom dashboards can be provided upon mutual agreement.

9. Confidentiality & Data Protection

- Both parties agree to protect confidential information shared during the course of this engagement.
- PressW will adhere to industry best practices for data security, ensuring that any sensitive information or Personal Identifiable Information (PII) related to CCI is safeguarded.

10. Term & Termination

- This Agreement commences on the date of the signing and continues until terminated in accordance with the terms herein.
- Either party may terminate this Agreement if the other party commits a material breach that remains uncured after thirty (30) days' written notice.

10.1 Termination Clause

- Repeated or material breaches of this Agreement by PressW may allow CCI to terminate the agreement without penalty.
- Upon termination, PressW will provide a handover of any remaining documentation, code, and relevant support materials to CCI.

11. Third-Party Dependencies & Exclusions

- PressW is not responsible for outages or performance issues stemming from third-party platforms, APIs, or integrations that are beyond PressW's direct control.
- PressW's SLAs do not apply when external services are unavailable, under maintenance, or experiencing incidents that prevent PressW from resolving CCI's issues.

12. Entire Agreement & Amendments

- This Agreement, including any referenced attachments or addenda, represents the entire understanding between PressW and CCI regarding maintenance and support.
- Any modifications or amendments must be made in writing and signed by authorized representatives of both parties.