

TELECOMMUNICATIONS EQUIPMENT MAINTENANCE AGREEMENT

AGREEMENT DATE: February 10, 2025

BETWEEN:

- **CUSTOMER:** Meridian Healthcare Systems ("Customer")
- **SERVICE PROVIDER:** NetEquip Solutions ("Provider")

1. EQUIPMENT COVERED

This Agreement covers the maintenance and support of telecommunications equipment specified in Schedule A, including but not limited to:

- Core network routers and switches
- Edge devices and customer premises equipment (CPE)
- Voice over IP (VoIP) systems
- Session border controllers
- Unified communications platforms
- Wireless access points and controllers

2. TERM

This Agreement shall commence on March 1, 2025, and continue for a period of 24 months, with automatic renewal for 12-month periods unless terminated by either party with 90 days' written notice prior to the expiration of the current term.

3. MAINTENANCE SERVICES

3.1 Preventative Maintenance

Provider shall perform scheduled preventative maintenance on all covered equipment according to the following schedule:

Equipment Type	Maintenance Frequency	Activities
Core Network Equipment	Quarterly	Firmware updates, performance optimization, physical inspection
Edge Devices	Semi-annually	Firmware updates, configuration backup, physical inspection
VoIP Systems	Quarterly	Software updates, call quality testing, security patches
Wireless Infrastructure	Semi-annually	Firmware updates, coverage testing, interference analysis

3.2 Corrective Maintenance

Provider shall perform corrective maintenance to resolve equipment malfunctions or failures. This includes:

- Diagnostic services to identify problems
- Repair of defective equipment
- Replacement of equipment that cannot be repaired
- Configuration restoration from backups when necessary

3.3 Equipment Software and Firmware

Provider shall:

- Install all manufacturer-recommended software and firmware updates
- Test updates in a staging environment before deployment

- Schedule update installations during maintenance windows
- Maintain documentation of all software/firmware versions

4. SPARE PARTS AND INVENTORY MANAGEMENT

4.1 Spare Parts Inventory

Provider shall maintain an inventory of spare parts and replacement equipment sufficient to meet the response and resolution times specified in this Agreement. This inventory shall include:

- Critical components with N+1 redundancy
- Field-replaceable units for all equipment types
- Equivalent loaner equipment for emergency replacements

4.2 Inventory Management

Provider shall:

- Maintain a detailed inventory database of all Customer equipment
- Update inventory records after any equipment change
- Provide quarterly inventory reports to Customer
- Recommend equipment upgrades or replacements based on lifecycle status

5. SERVICE LEVEL AGREEMENT

5.1 Equipment Availability

Provider guarantees that covered equipment will maintain an availability of:

- 99.999% for core network equipment
- 99.99% for edge devices and critical systems
- 99.9% for non-critical systems

5.2 Mean Time To Repair (MTTR)

Provider shall meet the following MTTR objectives based on equipment criticality:

Equipment Criticality	MTTR Target
Critical (Severity 1)	4 hours
High (Severity 2)	8 hours
Medium (Severity 3)	24 hours
Low (Severity 4)	72 hours

5.3 Response Times

Provider shall respond to maintenance requests within the following timeframes:

Severity	Description	Response Time	Remote Support	Onsite Support
1	Complete failure of critical equipment	15 minutes	30 minutes	2 hours
2	Partial failure with service degradation	30 minutes	1 hour	4 hours
3	Non-critical component failure	1 hour	4 hours	Next business day
4	Minor issues, information requests	4 hours	Next business day	As scheduled

5.4 Maintenance Windows

Scheduled maintenance shall be performed during the following windows unless otherwise agreed:

- Primary window: Sundays, 00:00-04:00 local time
- Secondary window: Tuesdays and Thursdays, 23:00-01:00 local time

Emergency maintenance may be performed outside these windows with a minimum of 4 hours' notice to Customer.

6. SERVICE CREDITS

6.1 Equipment Availability Credits

Availability	Service Credit (% of Monthly Fee)
Below target but above 99.9%	10%
99.5% to 99.9%	25%
99.0% to 99.5%	50%
Below 99.0%	100%

6.2 Response Time Credits

For each incident where Provider fails to meet the specified response time, Customer shall receive a service credit of 5% of the monthly fee, up to a maximum of 25% per month.

6.3 MTTR Credits

For each incident where Provider fails to meet the specified MTTR target, Customer shall receive a service credit of 10% of the monthly fee, up to a maximum of 50% per month.

7. REPORTING AND COMMUNICATION

7.1 Incident Reporting

Provider shall provide:

- Real-time incident notifications via email and SMS
- Detailed incident reports within 24 hours of resolution
- Root cause analysis for Severity 1 and 2 incidents within 5 business days

7.2 Performance Reporting

Provider shall deliver monthly performance reports including:

- Equipment availability statistics
- Response time and MTTR performance
- Preventative maintenance activities completed
- Corrective maintenance activities performed
- Recommendations for equipment optimization

8. CUSTOMER RESPONSIBILITIES

Customer shall:

- Provide reasonable access to equipment locations
- Maintain environmental conditions per manufacturer specifications
- Promptly report equipment issues to Provider
- Designate primary and backup technical contacts
- Not modify equipment configurations without Provider approval

9. TERMINATION FOR CAUSE

If Provider fails to meet equipment availability targets for three (3) consecutive months, Customer may terminate this Agreement without penalty upon thirty (30) days written notice.

10. FEES AND PAYMENT

10.1 Maintenance Fees

Customer shall pay Provider a monthly maintenance fee of \$45,000 for services provided under this Agreement. This fee excludes:

- Replacement of equipment beyond manufacturer's warranty

- Repairs necessitated by Customer negligence or misuse
- Equipment relocation services

10.2 Payment Terms

Invoices shall be issued monthly and are due within thirty (30) days of receipt.

SIGNATURES

FOR CUSTOMER:

Name: Robert Thompson

Title: Director of IT Infrastructure

Date: February 10, 2025

FOR PROVIDER:

Name: Jennifer Wu

Title: Director of Managed Services

Date: February 10, 2025

SCHEDULE A: COVERED EQUIPMENT

[Detailed list of all equipment covered under this agreement, including make, model, serial number, location, and criticality level]