

SIEMENS

Siemens Information and Communication Networks, Inc.

FAX COVER PAGE

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This is page 1 of *14*

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Terrie.

Here are the documents

- 1) SERVICE PLAN*
- 2) SERVICE Supplement*
- 3) SERVICE PRICING .*

Hope this helps!

Bryan

SmartServe Support Services Plan (HiPath 4000, Hicom 300 H, Hicom 300 E CS, Siemens CBX, Call Center, PhoneMail and other Products)

This document describes the Siemens Information and Communication Networks, Inc. (Siemens) SmartServe® Support Services Plan and Options (Plan) available to the Customer (you) for the following Products: HiPath™ 4000 Real-Time IP System Products including, but not limited to, HiPath 4000 Workpoint Products; HiPath 4000 IP Convergence Platform Products including, but not limited to, HiPath 4000 Workpoint Products; Hicom® 300 H Products including, but not limited to desktop Products; Siemens Hicom 300 E CS Products including, but not limited to, desktop Products; HiPath HG 3800 Products; HiPath RG 2500 Internet Protocol (IP) trunking Products; HiPath Teleworking Server Product including, if applicable, the HiPath DeskSharing Software feature (excluding International Business Machine Corporation eServer Product); HiPath Teleworking Client application Package for optiSet® Products; HiPath Teleworking Client application Package for Analog Phones Software; Siemens Web Control of Station Features Software; Hicom Domain Management System (HDMS) Products; Hicom Trading Products; Siemens 9751 CBX Products including, but not limited to, desktop Products; Siemens 8000, 9000 and 9200 CBX Products including but not limited to, desktop Products; Call Center Products (excluding HiPath ProCenter® Prompt Response™ IVR Products, Blue Pumpkin Software, Genesys Software and Verint Systems Products and IBM server Products within certain Call Center Products); and PhoneMail® voice messaging system Products excluding PBX link equipment. For purposes of this document, CS is deemed to mean the HiPath 4000 IP Products, Hicom 300 H Products or Hicom 300 E CS Products and CBX is deemed to mean Siemens 9751, 8000, 9000 or 9200 Products. This Plan does not cover customer-provided equipment or Siemens-provided IBM eServer Products.

1. DEFINITIONS

Warranty Services — services performed during the Product's warranty period to repair or replace a Product so that the Product substantially conforms to the functional specifications in effect on the Cutover Date or Installation Date of the Product.

Maintenance Support Services — services performed during the Term or Extended Term of the Plan to repair or replace a Product so that the Product substantially conforms to the functional specifications in effect on the Cutover Date or Installation Date of the Product.

Major Corrective Maintenance — Warranty Services for the Products referenced below when:

- a) Any attendant console (excluding the Siemens-provided HiPath 4000 UPOe card in a customer-provided personal computer) in a CS or CBX Product cannot place or receive calls;
- b) A minimum of 10 percent of all telephone and data ports in a CS or CBX Product cannot place or receive calls;
- c) A minimum of 10 percent of all trunks in a CS or CBX Product are inoperative;
- d) A T1/D3 span in a CS or CBX Product is inoperative;
- e) A Siemens-designated major attached application processor, such as a PhoneMail Product, cannot send, receive, or retrieve information;
- f) A minimum of 10 percent of the trunks or agents supported by Siemens Centralized Attendant Service or Flexrouting®/Automatic Call Distribution (ACD) applications or successor applications in a CS or CBX Product are inoperative or cannot place or receive calls, respectively; or
- g) A minimum of 10 percent of the tradeboards®, trunks or dedicated facilities terminated on a Hicom Trading Product are inoperative.

Major Corrective Maintenance — Maintenance Support Services for the Products referenced below when:

- a) Any attendant console (excluding the Siemens-provided HiPath 4000 UPOe card in a customer-provided personal computer) in a CS or CBX Product cannot place or receive calls;
- b) A minimum of 20 percent of all telephone and data ports in a CS or CBX Product cannot place or receive calls;
- c) A minimum of 20 percent of all trunks in a CS or CBX Product are inoperative;
- d) A T1/D3 span in a CS or CBX Product is inoperative;

- e) A Siemens-designated major attached application processor, such as a PhoneMail Product, cannot send, receive, or retrieve information;
- f) A minimum of 20 percent of the trunks or agents supported by Siemens Centralized Attendant Service or Flexrouting/Automatic Call Distribution (ACD) applications or successor applications in a CS or CBX Product are inoperative or cannot place or receive calls, respectively; or
- g) A minimum of 10 percent of the tradeboards, trunks or dedicated facilities terminated on a Hicom Trading Product are inoperative.

Major Corrective Maintenance that begins on site during your Coverage Hours and is not completed will be continued during Overtime Hours as long as progress is being made, unless you instruct Siemens not to continue beyond your Coverage Hours. Services performed during Overtime Hours will be at Siemens' then-current hourly rates for Overtime Hours.

Minor Corrective Maintenance — Warranty Services or Maintenance Support Services for a Product other than those included in the definition of Major Corrective Maintenance.

Year 2000 Noncompliance — an anticipated or actual interruption in the operation of a Product because of its inability to use and process date data on and after January 1, 2000.

Coverage Hours — the hours during which Warranty Services or Maintenance Support Services will be provided without an additional charge.

Overtime Hours — any time outside your Coverage Hours. Warranty Services or Maintenance Support Services begun during your Coverage Hours will be continued into Overtime Hours at Siemens' then-current hourly overtime rates, unless you instruct Siemens not to continue beyond your Coverage Hours.

Regular Hours — 8 a.m. to 5 p.m., Monday through Friday, excluding Siemens holidays. A list of Siemens holidays is available from any Siemens office upon request.

Response Time — a target of how quickly Siemens will respond to perform remote or on-site Warranty Services or Maintenance Support Services on a Product.

Remote Response — an attempt to provide Warranty Services or Maintenance Support Services remotely before dispatching a Siemens Customer Engineer (CE) to your Premises.

Siemens, BusinessView, CallBridge, Flexrouting, Hicom, HiPath Common Application Platform, optiSet, PhoneMail, ProCenter, RésuméRouting and Tradeboard are registered trademarks of Siemens AG. HiPath and optiPoint are trademarks of Siemens AG. ROLM, ROLMphone and SmartServe are registered trademarks of Siemens Information and Communication Networks, Inc. Flashphone and Prompt Response are trademarks of Siemens Information and Communication Networks, Inc. All other trademarks used herein are the property of their respective owners.

On-Site Response — arrival of a CE at your Premises to provide Warranty Services or Maintenance Support Services on a Product after Siemens determines that on-site response is required.

Automatic Dispatch — a CE will be dispatched during your next Coverage Hours if such on-site Major Corrective Maintenance Services are required. If a CE is dispatched because the attendant's console was left in day mode instead of night mode, you will be charged at Siemens' then-current response charge.

Carrier Services Management — Siemens will perform the initial problem determination and resolve problems with Siemens Products and Services. If Siemens Products or Services do not cause the problem, Siemens will contact the appropriate carrier services provider (CSP) to effect repair. Siemens will coordinate and track the CSP's commitments to completion and escalate problems within the CSP's organization, as necessary. Siemens will maintain records of the Siemens trunk numbers associated with the CSP's circuits.

Remote Software Application Support — remote diagnostics performed on an attached Siemens computer telephony integration Product, such as HiPath Common Application Platform® application Software. Services include:

- a) Verification that the links to and from the CS or CBX (excluding Siemens 9200 CBX Product), personal computer or host computer (if applicable) are up and the application is running as expected;
- b) Remote problem determination and problem source identification. A CE will be dispatched to your Premises when a problem requires on-site problem determination;
- c) Updates to your current maintenance releases that include code fixes;
- d) Consultation for enhancements and changes to the Siemens application Software or Product; and
- e) Coordination with, and technical assistance and escalation services to, your affected computer and application vendors to expedite timely resolution of the problem.

Parts and Materials — Parts and materials are provided at no additional charge if associated with Warranty Services or Maintenance Support Services for a Product, except for those Parts and materials associated with billable Services described in the Warranty Sections of the applicable Product's Supplemental Terms Exhibits or Section 3 of the Supplement. Each replacement Part is either a new part or a serviceable used part. All replaced parts become Siemens' property.

Siemens will replace the American Power Conversion (APC) Product; however, all other batteries associated with other Products are not covered under this Plan.

Purchase Price — As used in the Supplement and Plan only, Purchase Price means charges for optional Warranty Services or Maintenance Support Services as specified in the Supplement.

Customer Responsibilities — You are responsible for performing the following tasks, if applicable:

- a) Following the maintenance and/or operational instructions for the Products as described in the Siemens-provided applicable Product's installation and/or maintenance documentation, e.g., maintaining a current backup of the PhoneMail Product's database and system files, and storing the database and system files in a secure location;
- b) Loading a Software Maintenance Release (SMR) onto your dedicated server(s) and personal computer(s) upon receipt of a SMR from Siemens;
- c) Loading a code fix or Software change onto your applicable hardware, e.g., IBM RS/6000, personal computer(s), supervisor workstation(s), teleworkers' personal computer(s);
- d) Making one backup copy of the Software upon receipt of any SMR, code fix or Software change received from Siemens and storing the copy in a secure location;
- e) Periodically creating a backup of your database using the HDMS Product's Utilities Backup/Restore disk, if the Supplement includes the HDMS Product;
- f) Cleaning the BusinessView® for Telemanagement's DAT drive, if one is provided by Siemens, every 25 hours the Product is in use;
- g) Collecting any non-operational Siemens-provided equipment from your teleworkers' locations and forwarding such equipment to the Premises where the CS is located. Siemens will provide replace-

ment Parts under the Parts and Materials paragraph as defined in Section 1. Such equipment is limited to the equipment provided to you by Siemens under its HiPath Teleworking Client Package for optiSet Product;

- h) Reloading Siemens Web Control of Station Features Software;
- i) Maintaining your Local Area Network (LAN) and Wide Area Network (WAN) performance levels at levels equal to, but not less than, those present at the initial installation of your Voice over Internet Protocol applications, fiber applications and all Siemens applications;
- j) Maintaining the components within the dedicated server and modem required for the HiPath RG 2500 IP trunking Product in accordance with Siemens-provided specifications, and permitting Siemens access to such modem and HiPath RG 2500 IP trunking Product for purposes of running remote diagnostics;
- k) Ensuring that the dongle within the HiPath 4000 Product is installed at all times as the installed dongle is required for Siemens to remotely perform problem isolation, run diagnostics and other administrative tasks such as fixes or changes; and
- l) Maintaining the modem required for the HiPath 4000 Manager Product in accordance with Siemens-provided specifications and permitting Siemens access to such modem and HiPath 4000 Manager Product for purposes of problem isolation and running remote diagnostics, and ensuring that the modem is installed at all times.

2. WARRANTY SERVICES

Siemens will provide the following Warranty Services, as applicable, during the Coverage Hours of 6 a.m. to 6 p.m., Monday through Friday, excluding Siemens holidays, except that the Coverage Hours for Major Corrective Maintenance are 24 hours a day, 7 days a week, including Siemens holidays:

- a) Two-hour Remote or On-Site Response Time for Major Corrective Maintenance within a Siemens-designated metropolitan area, or two-hour Remote Response Time or four-hour On-Site Response Time for Major Corrective Maintenance outside a Siemens-designated metropolitan area;
- b) Twenty-four-hour Remote or On-Site Response Time for Minor Corrective Maintenance;
- c) Service labor, Parts and materials;
- d) Remote polling, if appropriate trunking (as designated by Siemens) is installed;
- e) Remote diagnostics;
- f) Remote repair;
- g) Automatic Dispatch of CE;
- h) Carrier Services Management; and
- i) Remote Software Application Support.

You are responsible for performing the applicable tasks as defined in Section 1, Customer Responsibilities.

Siemens' performance of Warranty Services, at your request outside your Coverage Hours, will be at Siemens' then-current hourly rates and minimum charges for Overtime Hours. Siemens will provide such Services on an "as available" basis.

In addition to the Warranty Services described above, Siemens provides certain Options during the warranty period for an additional price. The Options are described in Section 3 below. Wherever the term "Maintenance Support Services" is used in such Options, it will be deemed to mean "Warranty Services" during the warranty period.

For non-Siemens Products, Response Times and other service commitments set forth in this Plan are subject to the availability of Parts and technical support from the Products' manufacturers or their authorized service and Parts suppliers.

3. MAINTENANCE SUPPORT SERVICES

Siemens will provide the following Maintenance Support Services, as applicable, during the Coverage Hours of 8 a.m. to 5 p.m., Monday through Friday, excluding Siemens holidays:

- a) Four-hour Remote or On-Site Response Time for Major Corrective Maintenance;
- b) Twenty-four-hour Remote or On-Site Response Time for Minor Corrective Maintenance;
- c) Service labor, Parts and materials;
- d) Remote polling, if appropriate trunking (as designated by Siemens) is installed;
- e) Remote diagnostics;

- f) Remote repair;
- g) Automatic Dispatch of CE;
- h) Carrier Services Management; and
- i) Remote Software Application Support.

You are responsible for performing the applicable tasks as defined in Section 1, Customer Responsibilities.

Siemens' performance of Maintenance Support Services, at your request outside your Coverage Hours, will be at Siemens' then-current hourly rates and minimum charges for Overtime Hours. Siemens will provide such Services on an "as available" basis.

Options:

The following Options are available for an additional charge. A Price Protection Option and Annual Prepayment Option is available for three, four or five consecutive one-year Terms for certain Products. In addition, Customer Participation Options are available that will reduce the Purchase Price.

Coverage Options:

- a) 85E Coverage: 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding Siemens holidays, for Minor Corrective Maintenance, and 24 hours a day, 7 days a week, including Siemens holidays, for Major Corrective Maintenance;
- b) 125E Coverage: 6:00 a.m. to 6:00 p.m., Monday through Friday, excluding Siemens holidays, for Minor Corrective Maintenance, and 24 hours a day, 7 days a week, including Siemens holidays, for Major Corrective Maintenance; or
- c) 247 Coverage: 24 hours, 7 days a week, including Siemens holidays.

Major Corrective Maintenance Response Time Option:

Two-hour Remote or On-Site Response Time for Major Corrective Maintenance within a Siemens-designated metropolitan area.

Rapid Response Option:

At the time you place a call for Maintenance Support Services, you may request the Rapid Response Option, which improves On-Site Response Time during your Coverage Hours from 24 hours to 3 hours for Minor Corrective Maintenance. You will be charged Siemens' then-current charge for Rapid Response each time a CE is dispatched under this Option.

You may also request on-site Major or Minor Corrective Maintenance outside your Coverage Hours by requesting the Rapid Response Option, which improves the On-Site Response Time to 3 hours. You will be charged Siemens' then-current charge for Rapid Response each time a CE is dispatched under this Option, in addition to the applicable hourly rate.

Major Corrective Maintenance Definition Option:

Major Corrective Maintenance under this Option is Maintenance Support Services for the Products referenced below when:

- a) Any attendant console (excluding the Siemens-provided HiPath 4000 UPOe card in a customer-provided personal computer) in a CS or CBX Product cannot place or receive calls;
- b) A minimum of 10 percent of all telephone and data ports in a CS or CBX Product cannot place or receive calls;
- c) A minimum of 10 percent of all trunks in a CS or CBX Product are inoperative;
- d) A T1/D3 span in a CS or CBX Product is inoperative;
- e) A Siemens-designated major attached application processor, such as PhoneMail, cannot send, receive, or retrieve information;
- f) A minimum of 10 percent of the trunks or agents supported by Siemens Centralized Attendant Service or Flexrouting/Automatic Call Distribution (ACD) applications or successor applications in a CS or CBX Product are inoperative or cannot place or receive calls, respectively; or
- g) A minimum of 10 percent of the tradeboards, trunks or dedicated facilities terminated on a Hicom Trading Product are inoperative.;

Major Corrective Maintenance that begins on site during your Coverage Hours and is not completed will be continued during Overtime Hours as long as progress is being made, unless you instruct Siemens not to continue beyond your Coverage Hours. Services performed during Overtime Hours will be at Siemens' then-current hourly rates for Overtime Hours.

Remote Routine Software MAC Option:

Siemens will perform Remote Routine Software MAC during Regular Hours. Routine Software MAC are certain Software changes to your CS or CBX that can be performed remotely through the maintenance port (if equipped). These changes, include:

- a) Revising:
 - Speaker capability, calling name display, digital telephone station line status extensions, display capability, system forwarding, and/or class of service;
- b) Assigning:
 - Extensions, COM groups, PICK groups, HUNT groups, distribution groups, feature tables, system speed numbers, and/or forced authorization codes; and
- c) Interchanging telephone extension numbers.

Value Option:

Siemens will provide to you the following Options:

- a) 85E Coverage Option; and
- b) Major Corrective Maintenance Response Time Option.

Advantage Option:

Siemens will provide to you the following Coverage Option, Major Corrective Maintenance Response Time Option, Major Corrective Maintenance Definition Option, modified Remote Routine Software MAC Option and modified Rapid Response Option, in addition to other Services:

- a) 125E Coverage Option;
- b) Major Corrective Maintenance Response Time Option;
- c) Major Corrective Maintenance Definition Option;
- d) Unlimited number of Software MAC Services as described under the Remote Routine Software MAC Option;
- e) Rapid Response Option. Under this Advantage Option, Siemens waives its Rapid Response charge for the first four Rapid Response Options; however, you will be charged the applicable hourly rate if you elect the Rapid Response Option outside your Coverage Hours; and
- f) One annual membership in Joint Users of Siemens Technologies-United States (JUST-US), formerly NRUG. Siemens will enroll one of your employees, as designated by you in writing, and pay the annual membership fee; and

Siemens will perform its obligations under item (d) only during its Regular Hours. The Rapid Response Options under item (e) are not cumulative and must be completed prior to the next annual anniversary of the Term Commencement Date.

Care Plus Option:

Siemens will provide to you the following Coverage Option, Major Corrective Maintenance Response Time Option and modified Major Corrective Maintenance Definition Option:

- a) 85E Coverage Option;
- b) Major Corrective Maintenance Response Time Option; and
- c) Major Corrective Maintenance Definition Option. In addition, you may select a certain number of critical telephones to be included under this Option. The list of telephones will be mutually agreed upon and submitted to Siemens immediately upon your selection of this Option. For purposes of this Option, a critical telephone is one that is not operational (calls cannot be placed or received).

This Option is only available to health care facilities that operate 24 hours a day, 7 days a week, such as hospitals, urgent care clinics, free-standing surgery centers or nursing homes.

Dedicated On-site Customer Engineer Option

Siemens will provide one Dedicated Customer Engineer (CE) on site during the hours of 8 a.m. to 5 p.m., with one hour for lunch, Monday through Friday, excluding Siemens holidays (Coverage Hours). Since the CE will be on site during the Coverage Hours, the Response Times under the Plan, and any applicable Options, will not be in effect during such Coverage Hours. Siemens will provide a backup Dedicated On-site CE in the event the assigned CE is sick, on vacation, at new Product training or required Siemens meetings, or any other time the assigned CE is not available.

The primary responsibility of the Dedicated On-site CE is to provide on-site Maintenance Support Services as specified in item (a) through item (i) in the first paragraph of Section 3. When the CE is not performing specific maintenance tasks or any maintenance-related tasks the CE will, at no additional charge, (a) perform Software MAC Services as defined in the Remote Routine Software MAC Option, and (b) provide the labor as-

sociated with Hardware MAC. Hardware MAC is defined as moves, adds and changes to pre-wired locations of the CS or CBX Product that are performed on site, excluding cabling, key sets, and new carrier services. You must order the equipment for such Hardware MAC through Siemens' Customer Support Center as "ship only" items. All such equipment is billable to you at Siemens' then-current prices. Scheduling for the installation of such Remote Routine Software MAC and/or Hardware MAC Services must be coordinated through Siemens' Customer Support Center. In the event the CE must perform maintenance tasks during the agreed-upon installation time frame, the CE will complete the Remote Routine Software MAC or Hardware MAC Services at a later time during the Coverage Hours. You may schedule such MAC work to be performed by other Siemens employees, and in such case, the Hardware MAC will be billable to you at Siemens' then-current standard MAC hourly rates and minimum charges.

If you have selected the Value, Advantage or Care Plus Option, in addition to this Option, the Coverage Option and Major Corrective Maintenance Response Time Option specified in each Option will only apply outside the Coverage Hours specified in this Option.

In addition, if you have selected the Advantage Option, Siemens may, at its discretion, provide personnel other than the Dedicated CE to perform the work under item (d) and item (g) under that Option and item (i) in the first paragraph of Section 3 at no additional charge.

Dedicated Presence Customer Engineer Option:

Siemens will provide one Dedicated Presence Customer Engineer (CE) on site during the hours of 8 a.m. to 5 p.m., with one hour for lunch, Monday through Friday, excluding Siemens holidays (Coverage Hours). Since the CE will be on site during the Coverage Hours, the Response Times under the Plan and any applicable Options will not be in effect during such Coverage Hours. In the event the assigned CE is sick, on vacation, at new Product training or required Siemens meetings, or is otherwise unavailable, Siemens will provide its Maintenance Support Services in accordance with the Response Times set forth in the Plan and any applicable Options selected by you.

Under this Option, the only responsibility of the Dedicated Presence CE is to provide on-site Maintenance Services as described in item (a) through item (i) in the first paragraph of Section 3. You must order any other work through Siemens' Customer Support Center, who will schedule its completion with the assigned CE or other Siemens employees. All such work is billable to you in accordance with Siemens' then-current labor rates, materials prices and minimum charges.

If you have selected the Value, Advantage or Care Plus Option, in addition to this Option, the Coverage Option and Major Corrective Maintenance Response Time Option specified in each Option will only apply outside the Coverage Hours specified in this Option.

In addition, if you have selected the Advantage Option, Siemens may, at its discretion, provide personnel other than the Dedicated CE to perform the work under item (d) and item (g) under that Option, and item (i) in the first paragraph of Section 3 at no additional charge.

Price Protection Option:

This Option is only available for the Products described in the opening paragraph on Page 1 of this document excluding Siemens 8000, 9000 or 9200 CBX Products, PhoneMail Product Release 5.X and below, and RésuméRouting Software Release 2.6 and above.

For your agreement to three, four or five consecutive one-year Terms (Extended Term), Siemens will protect the Purchase Price as specified below. The annual Purchase Price for each year of the Extended Term will be based on the lower of (1) the percentage change set forth in the Consumer Price Index for All Urban Consumers, U.S. City Average, for the month of December of the prior year, as reported by the Department of Labor, or (2) Siemens' then-current Purchase Price. However, all additions will be subject to Siemens' then-current Purchase Price.

Notwithstanding the three, four or five consecutive one-year Term (Extended Term) set forth in the preceding paragraph, Siemens only offers a three consecutive one-year Term (Extended Term) for the following Products: Siemens 9751 CBX and PhoneMail Release 6.X and above.

If you have also selected a Value, Advantage, Care Plus or APO Option, Siemens will not increase the Purchase Price during the Extended Term under this Option. However, all additions will be subject to Siemens' then-current Purchase Price.

Should you select this Option during a Term, the Extended Term will be effective on the next annual anniversary of the Term Commencement Date. However, the Purchase Price will be Siemens' then-current prices in

effect at the time Siemens accepts your signed Supplement authorizing the Extended Term.

Should you delete this Option, Siemens will invoice you, and you agree to pay Siemens, a termination charge consisting of an amount based on the difference between the amount invoiced and due Siemens under this Option through the date of your termination of the Option or Plan, and what Siemens could have invoiced you if this Option had not been previously selected by you.

Annual Prepayment Option (APO)

This Option is only available for the Products described in the opening paragraph on Page 1 of this document excluding Siemens 8000, 9000 or 9200 CBX Products, PhoneMail Product Release 5.X and below, and RésuméRouting Software Release 2.6 and above.

For your agreement to three, four or five consecutive one-year Terms (Extended Term), and your agreement to pay Siemens the Purchase Price annually in advance, Siemens will grant you a four percent discount to be applied against such Purchase Price, effective on the Term Commencement Date, or, if you have selected this Option during a Term or Extended Term, on the next annual anniversary of the Term Commencement Date. Siemens will calculate the APO Purchase Price by using those prices in effect on the date Siemens accepts your signed Supplement authorizing the Extended Term. In addition, Siemens will not increase the Purchase Price during the Extended Term. However, all additions will be subject to Siemens' then-current Purchase Price. The APO Purchase Price is nonrefundable.

Notwithstanding the three, four or five consecutive one-year Term (Extended Term) set forth in the preceding paragraph, Siemens only offers a three consecutive one-year Term (Extended Term) for the following Products: Siemens 9751 CBX and PhoneMail Release 6.X and above.

If you select this Option subsequent to selecting the Price Protection Option, the Extended Term of this Option will run concurrently with the Extended Term of the Price Protection Option.

Should you delete this Option, Siemens will invoice you, and you agree to pay Siemens, a termination charge consisting of (a) an amount equal to four percent of the total APO Purchase Price you paid to Siemens and (b) an amount based on the difference between the amount invoiced and due Siemens under this Option through the date of your termination of the Option or Plan, and what Siemens could have invoiced you if this Option had not been previously selected by you.

If during an Extended Term, Siemens extends an offer to you to trade in the CBX, CS or Voice Messaging Product against another Siemens CS or Messaging Product purchased directly from Siemens, Siemens will apply towards its final progress payment invoice for the revised Product set forth on a Schedule A, an amount equal to the residual of the APO Purchase Price, if any, paid to Siemens for the then-current one-year period. Siemens will calculate such residual amount by prorating the APO Purchase Price paid for such one-year period. In addition, Siemens will waive the termination charges described herein.

Customer Participation Option for Carrier Services Management

This Option is not available when you select the Dedicated On-site Customer Engineer Option or Dedicated Presence Customer Engineer Option.

Siemens will perform Maintenance Support Services from the demarcation point (a jack where a carrier services provider [CSP] terminates its trunks/circuits) to the end of your Siemens-supplied equipment. You will assume the following responsibilities associated with carrier services management, which will result in a reduction in the Purchase Price. You will:

- a) Perform problem determination to determine a suspected cause of problems with static/noise/hum/echo/squeal, no dial tone, or dead line after receiving dial tone;
- b) Refer the problem to the appropriate CSP, if the problem is not caused by Siemens Products;
- c) Track commitments made by the CSP through to completion;
- d) Escalate issues to the CSP, as required, to obtain problem resolution; and
- e) Maintain records of Siemens trunk numbers associated with the CSP's circuit numbers.

Siemens will make available the following to assist you in the performance of your responsibilities under this Option:

- a) Additional training in carrier services management as part of a System Management Training course offered by Siemens for additional charge; and
- b) Upon your successful completion of the appropriate Siemens-provided training class, the capability of communicating through

the maintenance port utilizing an appropriate printer or terminal, provided by you, to enhance problem determination of system alarms in the applicable CS or CBX Products.

When you report a problem that is determined remotely by Siemens to be caused by a trunk or circuit, you will be given the opportunity to contact the CSP. If you choose to have Siemens perform the carrier services coordination for that problem, and the problem is determined not to be caused by Siemens Products, you will pay for such coordination at Siemens' then-current hourly rates.

Siemens is not liable for service, remote diagnostics, remote software, autopoll or committed response times if you elect and are given access to the maintenance port of the CS or CBX Product, if it is not available to Siemens personnel. In addition, you will be charged at Siemens' applicable then-current hourly rate for any time spent by a CE waiting for availability of the maintenance port in order to perform Maintenance Support Services while your personnel are using such port.

Customer Participation Option for Station Product Management

This Option is not available when you select the Dedicated On-site Customer Engineer Option or Dedicated Presence Customer Engineer Option. This Option is not available for station Products under the Siemens 9200 CBX Product. You may select one of the following two categories under this Option:

Mail-in:

You will receive a reduction to the Purchase Price for assuming increased responsibility for the maintenance and replacement of certain eligible station Products in the CS or CBX Products. Charges for PhoneMail are not subject to a price reduction under this Option.

Eligible station Products located at your Premises will be:

- a) "Digital Telephones"— all models of ROLMphones® (RP120, RP240, RP244PC, RP300, RP400 and RP600), optiSet telephones E and NI, and optiPoint™ 400 telephones; and/or
- b) "Analog Phones" — singleline telephones, singleline flash/message waiting phones, and singleline mini-wall phones.

You must select this Option at least three weeks before the Supplement Effective Date that will be specified in the Supplement.

If you select this Option, you will:

- a) Identify an individual who will act as the Customer Participation Contact/Coordinator at each location which will ship failing components to Siemens for exchange and who will complete the required documentation;
- b) Perform problem determination from the component to the wall jack for the station Products which you identified for coverage under this Option;
- c) Stock components to be used to replace failing components; and
- d) Mail failing components to Siemens for exchange.

You will pay all charges to mail the failing component (either an individual station Product or parts thereof) to Siemens. Siemens will pay to mail the exchange component to you.

Ash or black colored optiPoint telephones, including black handset cords, sent to Siemens for exchange, will be replaced by ash or black colored units, respectively. Gray or black colored optiSet telephones,

including handset cords, sent to Siemens for exchange, will be replaced by gray or black colored units, respectively. Gray, black or ash colored ROLMphones, including handset cords, sent to Siemens for exchange, will be replaced with gray, black or ash colored units, respectively. Flash-phone™ telephone replacements sent from Siemens will have message waiting capability. However, this capability will not be functional if the message-waiting feature is not present on the CS or CBX Product. Analog Phones sent to Siemens for exchange will be replaced by brown or ash-colored units only, as specified by you. All cords will be replaced with either 12-foot handset cords or 14-foot line cords as applicable. Each replacement component is either a new component or a serviceable used component and becomes your property at time of exchange. All replaced components become Siemens' property at time of exchange.

To assist you in the performance of your responsibilities under this Option, Siemens will provide shipping kits containing Siemens-approved shipping boxes, repair identification tags, and mailing labels. If Siemens determines upon receipt of a component for exchange that the problem identified is due to causes described in Section 3 of the Supplement, Siemens will return the component collect to you. You will be responsible for obtaining a replacement.

If Siemens is dispatched to your Premises for service relating directly to the maintenance or repair of any Digital Telephones or Analog Phones covered under this Option, you will be charged at Siemens' applicable then-current hourly rate.

Customer Responsibility:

You will receive a reduction to the Purchase Price if you elect to assume responsibility for procuring the replacement station Products instead of sending failing station Products to Siemens for exchange as described in the Mail-In category.

Eligible station Products located at your Premises will be:

- a) "Digital Telephones"— all models of ROLMphones (RP120, RP240, RP244PC, RP300, RP400 and RP600), optiSet telephones E and NI, and optiPoint 400 telephones; and/or
- b) "Analog Phones" — singleline telephones, singleline flash/message waiting phones, and singleline mini-wall phones.

If Siemens is dispatched to your Premises for Services relating to your responsibilities under this category, you will be charged at Siemens' applicable then-current hourly rate.

Customer Participation Option for all Products outside the switch/equipment room (Switch Only):

This Option is not available when you select the Dedicated On-Site Customer Engineer Option or Dedicated Presence Customer Engineer Option.

You will receive a reduction to the Purchase Price if you elect to assume total responsibility for all Products outside of the switch/equipment room, including but not limited to, diagnosing problems and replacing all cabling, station Products and other Products such as data networking and videoconferencing Products, etc. Siemens will be responsible for all Siemens-provided equipment inside the switch/equipment room. If Siemens is dispatched to your Premises for Services relating to your responsibilities under this category, you will be charged at Siemens' applicable then-current hourly rate.



Supplement for SmartServe Support Services Plan

Customer Name and Invoice Address:	Region Office Address:	Reference Agreement No.:
Oakland University Rochester, MI 48309-4401	Siemens ICN 300 Galleria Officentre Suite 111 Southfield, MI 48034	Reference Exhibit No(s): Region Office No.: S35
Products Location Address (Premises): same as above		Customer No.: 7755711
		Term Commencement Date: 9/30/2003
		Supplement Effective Date: 9/30/2003

This Supplement, when signed by Siemens Information and Communication Networks, Inc. (Siemens), is Siemens' acceptance of the order from the Customer (you) for the SmartServe® Support Services Plan and Option(s) (Plan), a summary of which is set forth below, for the eligible Products installed at your Premises specified above. As used in the Supplement and Plan only, Purchase Price means charges for Maintenance Support Services or Support Services. The initial Purchase Price is set forth in this Supplement beginning after page four. The parties agree that the terms set forth herein and in the referenced Agreement for Products and Services or other agreement, whichever is applicable (Agreement), and the referenced Exhibit(s), if any, apply to such order. The Plan is an integral part of this Supplement and is incorporated herein by reference. A copy of such Plan is available upon request. Any Option selected by you during the Term or Extended Term will be subject to the terms in your existing Plan.

SMARTSERVE SUPPORT SERVICES PLAN(S)

A. HiPath™ 3000 Real-Time IP System Product(s); HiPath 3000 IP Convergence Platform Product(s); HiPath E911 Software; HiPath optiClient™ 130 Software; HiPath optiClient 130 accessory Products; HiPath optiClient Attendant Product(s); optiPoint™ 400 or 600 IP telephone Products; optiPoint 500 telephone Products; HiPath HG 1500 LAN interface Product; HiPath AP 1100 and AP 1140 access point Products; HiPath 5000 Real-Time Services Manager (RSM) Software; HiPath RSM Server Products (excluding IBM server Product); HiPath ProCenter® Office Software; HiPath ProCenter Compact Software; HiPath ProCenter Entry, Standard or Advanced Software (excluding optional IBM Server Product) only on HiPath 3000 Product Version 4.0 and above; HiPath Xpressions™ Compact Product; HiPath AllServe™ Product(s); HiPath ProCenter Office Software; HiPath Xpressions Software; and PhoneMail® Product(s).	
Coverage Hours of 8 a.m. to 5p.m., Monday through Friday, excluding Siemens holidays consisting of (a) 4 hours Remote Response Time for Major Corrective Maintenance; (b) 24-hours Remote Response Time for Minor Corrective Maintenance; and (c) Advance Replacement Parts and Materials.	Included
85 Option	
85E Option	
Price Protection Option excludes all HiPath AllServe Products including HiPath ProCenter Office Software and HiPath Xpressions Software, and PhoneMail Product. Extended Term: _____ years (Select 3, 4 or 5 years)	
Annual Prepayment Option (inclusive of price protection) excludes all HiPath AllServe Products including HiPath ProCenter Office Software and HiPath Xpressions Software, and PhoneMail Product. Extended Term: _____ years (Select 3,4 or 5 years)	
B. HiPath 3500 Product(s); HiPath HG 1500 Product; HiPath optiClient 130 Software; PhoneMail Product(s); Hicom Office PhoneMail (HOP) Product(s); and Hicom Office PhoneMail Entry (HOPE) Product(s).	
Coverage Hours of 8 a.m. to 5p.m., Monday through Friday, excluding Siemens holidays consisting of (a) 4 hours Remote Response Time for Major Corrective Maintenance; (b) 24-hours Remote Response Time for Minor Corrective Maintenance; and (c) Advance Replacement Parts and Materials.	Included
85 Option	
85E Option	
Price Protection Option excludes PhoneMail Product, HOP Product and HOPE Product. Extended Term: _____ years (Select 3, 4 or 5 years)	
Annual Prepayment Option (inclusive of price protection) excludes PhoneMail Product, HOP Product and HOPE Product. Extended Term: _____ years (Select 3, 4 or 5 years)	
C. Hicom 150 H Product(s); Hicom 150 E CS Product(s); HiPath HG 1500 Product; HiPath optiClient130 Software; PhoneMail Product(s); Hicom Office PhoneMail (HOP) Product(s); and Hicom Office PhoneMail Entry (HOPE) Product(s).	
Coverage Hours of 8 a.m. to 5p.m., Monday through Friday, excluding Siemens holidays consisting of (a) 4 hours Remote Response Time for Major Corrective Maintenance; (b) 24-hours Remote Response Time for Minor Corrective Maintenance; and (c) Advance Replacement Parts and Materials.	Included
85 Option	
85E Option	
Price Protection Option excludes PhoneMail Product, HOP Product and HOPE Product. Extended Term: _____ years (Select 3, 4 or 5 years)	

Annual Prepayment Option (inclusive of price protection) excludes PhoneMail Product, HOP Product and HOPE Product.
Extended Term: _____ years (Select 3, 4 or 5 years)

D. HiPath 4000 Real-Time IP System Products including, but not limited to HiPath 4000 Workpoint Products; HiPath 4000 IP Convergence Platform Products including, but not limited to HiPath 4000 Workpoint Products; Hicom 300 H Products; Hicom 300 E Communications Server (CS) Products; HiPath HG 3800 Products; HiPath Teleworking Server Products (excluding IBM Server Product); HiPath Teleworking Client Package for optiSet® Products; HiPath Teleworking for Analog Phones Software; Siemens Web Control of Station Features Software; Hicom Domain Management System (HDMS) Products; Hicom Trading Products; Siemens 9751, 8000, 9000 or 9200 Computerized Branch Exchange (CBX) Products; Desktop Products; Call Center Products (excluding HiPath ProCenter® Prompt Response™ IVR Products, Blue Pumpkin Software, Genesys Software and Verint Systems Products and IBM Server Products within certain Call Center Products); PhoneMail® Products excluding PBX link equipment; and IntegraTRAK Product.	<u>X</u> *
Coverage Hours: 8 a.m. to 5 p.m., M-F, excluding Siemens holidays Coverage Options: 85E 125E 247	Included
Major Corrective Maintenance Response Time: 4 hours Remote or On-Site Response Time Major Corrective Maintenance Response Time Option: 2 hours Remote or On-Site Response Time within a Siemens-designated metropolitan area.	Included <u>X</u>
Major Corrective Maintenance Definition Option	
Remote Routine Software MAC Option	
Value Option consisting of 85E Coverage Option and Major Corrective Maintenance Response Time Option.	
Advantage Option consisting of 125E Coverage Option; Major Corrective Maintenance Response Time Option; Major Corrective Maintenance Definition Option; Unlimited Remote Routine Software MAC Option; Four Rapid Response Options; and JUST-US (NRUG) membership as further described in the Plan.	
Care Plus Option consisting of 85E Coverage Option, Major Corrective Maintenance Response Time Option; and modified Major Corrective Maintenance Definition Option as further described in the Plan.	
Dedicated On-Site CE Option	
Dedicated Presence CE Option	
Price Protection Option (PPO) for only the Products specified in the PPO Section in the Plan. Extended Term: <u>5</u> years (Select 3, 4 or 5 years)	<u>X</u>
Annual Prepayment Option (APO), inclusive of price protection, for only the Products specified in the APO Section in the Plan. Extended Term: <u>5</u> years (Select 3, 4 or 5 years)	<u>X</u>
Customer Participation Options: Carrier Services Management Station Product Management Switch Only	 <u> </u> ** <u> </u> ** <u> </u> **

* Options under the Plan are available for certain Products during such Product's warranty period.

** These Options are not available when you select the Dedicated On-Site CE Option or the Dedicated Presence CE Option.

D.1. Customer Participation Option for Carrier Services Management: If you ordered the Customer Participation Option for Carrier Services Management, this Section must be completed.

Customer Participation Coordinator: _____
Telephone No.: _____

Customer's Email Address: _____

D.2. Customer Participation Option for Station Product Management: If you ordered the Customer Participation Option for Station Product Management, this Section must be completed.

Eligible Products under HiPath 4000, Hicom 300 H, Hicom 300 E CS, 9751 CBX, Models 10, 20, 30, 30E, 30EX, 30EP, 40, 50, 70, 80, 80EX and 80EP, 8000 or 9000 CBX Products.

Check applicable category. You may select Mail-In or Customer Responsibility:

<u>Category Ordered</u>	<u>Mail-In</u>	<u>Customer Responsibility</u>	<u>Customer CP ID No.:</u>
Digital Telephones	_____	_____	
Analog Phones	_____	_____	

Customer Participation Coordinator: _____
Telephone No.: _____

Customer's Email Address: _____

Mailing Address for Exchange Components from Siemens: _____

D.3. Customer Participation Option for Switch Only: If you ordered this Option, this Section must be completed.

Customer Responsibility
Under Switch Only

Customer CP ID No.:

All Products outside switch/equipment room.

Customer Participation Coordinator: _____
Telephone No.:

Customer's Email Address:

E. HiPath Teleworking Software (on Customer-provided server)	
Coverage Hours: 8 a.m. to 5 p.m., M-F, excluding Siemens holidays Remote Response Time: 24 hours	Included Included

F. HiPath ProCenter Prompt Response Interactive Voice Response (IVR) Product	
Coverage Hours: 8 a.m. to 5 p.m., M-F, excluding Siemens holidays Major Corrective Maintenance Response Time: 4 hours Remote or On-Site Response 85E Coverage Option Option: HiPath ProCenter Prompt Response Software Services Program as described under Exhibit No. IVRSSP	Included Included

G. HiPath Xpressions™ Entry, Standard or Advanced Software; HiPath Xpressions 470 or 471 Software; HiPath ComResponse™ Software; Siemens Connect Server Software; and/or HiPath SimplyPhone® CTI (3rd party) Software	
Coverage Hours: 8 a.m. to 5 p.m., M-F, excluding Siemens holidays Major Software Outages Response Time: 4 hours Remote or On-Site Response Time Price Protection Option - Extended Term: _____ years (Select 3, 4 or 5 years) Annual Prepayment Option (inclusive of price protection) - Extended Term: _____ years (Select 3, 4 or 5 years)	Included Included

H. HiPath Xpressions Entry, Standard or Advanced equipment; HiPath Xpressions 470 or 471 equipment; HiPath ComResponse™ equipment; and/or Siemens Connect Server equipment	
Coverage Hours: 8 a.m. to 5 p.m., M-F, excluding Siemens holidays Major Corrective Maintenance Response Time: 4 hours Remote or On-Site Response Time 85E Coverage Option Price Protection Option - Extended Term: _____ years (Select 3, 4 or 5 years) Annual Prepayment Option (inclusive of price protection) - Extended Term: _____ years (Select 3, 4 or 5 years)	Included Included

I. HiPath 5000 Products	
Support Services: Services Option 1; or Support Services: Services Option 2.	

J. HiNet™ Xpress Products	
Support Services: Services Option 1; or Support Services: Services Option 2.	

K. Hicom Xpress™ Telephony Internet Server (TIS) Products	
Coverage Hours: 8 a.m. to 5 p.m., M-F, excluding Siemens holidays Price Protection Option - Extended Term: _____ years (Select 3, 4 or 5 years) Annual Prepayment Option (inclusive of price protection) - Extended Term: _____ years (Select 3, 4 or 5 years)	Included

L. SpectraLink Link 150 or 3000 Wireless Telephone System (WTS) Products	
Coverage Hours: 8 a.m. to 5 p.m., M-F, excluding Siemens holidays Coverage Options: 85E 125E 247 Major Corrective Maintenance Response Time Option Handsets On-Site Response Option	Included

L.1. Siemens Customer Participation Mail-in Procedure for Wireless Handset Products: This Section must be completed, unless you have ordered the Handsets On-Site Response Option.

Customer Participation Coordinator: _____

Customer's Email Address:

Telephone No.:

1. TERM OF SERVICE

The Products will have a one-year term of service (Term) commencing on the Term Commencement Date specified in the initial Supplement, unless you have selected three, four or five consecutive one-year Terms (Extended Term) under the Price Protection Option (PPO) or Annual Prepayment Option (APO) described in the applicable Plan. The Products' Term or Extended Term will be renewed automatically for successive one-year Terms unless either party gives the other party written notice of the withdrawal of the Products from the Plan. You may make such withdrawal by giving Siemens 30 days' prior written notice, which withdrawal will be effective at the end of the 30th day. Siemens may make such withdrawal by giving you 30 days' prior written notice, which withdrawal will be effective on the expiration of a Term or Extended Term.

2. PURCHASE PRICE AND PAYMENT

You agree to pay to Siemens the Purchase Price and other charges due hereunder. Siemens will invoice you the Purchase Price every three months in advance (excluding APO) and other charges when or after they are incurred. Payment is due within 30 days after the date of each Siemens invoice. Siemens, at its option, may (a) impose a late payment charge as set forth in such invoice, and limited by the maximum rate permitted by law, on any amount due that is not paid by such due date and (b) suspend Services in the event your payments are not current under this Supplement, or any other agreement for Products or Services relating to the Products covered by the referenced Agreement. The late payment charge will accrue from such invoice date until such amount is paid.

The initial Purchase Price will be specified in the initial Supplement. Adjustments to the Purchase Price specified in the Supplement may be made before the Term Commencement Date to reflect additions and/or deletions. Thereafter, Siemens will review the Products annually for additions and/or deletions and will make appropriate adjustments to the Purchase Price. All additions will be subject to Siemens' then-current Purchase Price. The Purchase Price and credits, if any, associated with additions and/or deletions made by you or other vendors authorized by you, will be invoiced to you upon their discovery by Siemens or upon your notification to Siemens. Any Products added to the initial Supplement will be serviced in accordance with the applicable standard Maintenance Support Services or Support Services available for that particular type of Product.

For the initial one-year Term, the Purchase Price will be those charges specified in the initial Supplement subject to adjustments as set forth in the previous paragraph. After the initial one-year Term, Siemens will use its then-current Purchase Price provided Siemens gives you 30 days' prior written notice. All additions will be subject to Siemens' then-current Purchase Price. The revised Purchase Price will become effective on the next annual anniversary of the Term Commencement Date. However, without prior notice, Siemens may change the hourly rates and minimum charges for Regular and Overtime Hours.

You may add or delete any Option available under the Plan by giving Siemens 30 days' prior written notice. Any Option selected by you during the Term or Extended Term will be subject to the terms in your existing Plan. The same Plan and Option(s) apply to the same type of Products, unless otherwise specified by Siemens. If applicable, the Purchase Price will be adjusted. Specified termination charges set forth in the Price Protection Option and Annual Prepayment Option will apply. Siemens will provide you with a revised Supplement indicating when such Option will be effective.

3. SERVICES FOR ADDITIONAL CHARGE

You will be billed at Siemens' then-current hourly time and material charges for Services performed by Siemens due to any of the following circumstances:

- (a) Your failure to follow Siemens' and/or the manufacturer's maintenance or operational instructions for the Products;
- (b) Your failure to maintain your network in accordance with the minimum network performance requirements specified by Siemens;
- (c) Theft, strikes, riots, vandalism, malicious or criminal acts (including but not limited to, worms, Trojan horses or viruses), acts of war, lightning, water, fire and other perils;
- (d) Work performed by persons other than Siemens personnel or without Siemens supervision;
- (e) Shock, corrosive atmosphere, electrical damage, accident, air conditioning or humidity control failure;
- (f) Service calls necessitated by products not serviced by Siemens;
- (g) Normal wear and tear of disposable items such as magnetic tapes, wet cell batteries and other such operating media;
- (h) Services requested outside of the Plan, or on an expedited basis;
- (i) Services not covered under the Plan;
- (j) Any cause other than your ordinary and proper use of the Products; or
- (k) Any Services necessitated by Year 2000 Noncompliance of any Products.

4. GENERAL

SIEMENS WILL NOT BE LIABLE TO YOU FOR ANY COSTS, INCLUDING LONG DISTANCE OR NETWORKING CHARGES, OR NETWORK SECURITY, RESULTING FROM THE USE OF THE PRODUCTS BY YOU, YOUR EMPLOYEES OR ANY THIRD PARTY, WHETHER OR NOT YOU AUTHORIZE SUCH USE

For non-Siemens Products, Response Times and other service commitments set forth in the Plan are subject to the availability of Parts and technical support from the Products' manufacturers or their authorized service and Parts suppliers.

Siemens may modify the terms set forth herein and in the Plan by giving you 30 days' written notice. However, such modified terms will not become effective until the first day after the expiration of the Term or Extended Term.

By signing below, you and Siemens (1) agree that the terms of the referenced Agreement, Exhibit(s), if any, and Plan apply to this Supplement and (2) accept this Supplement and the referenced Exhibit(s) and Plan.

Accepted by:
Siemens Information and Communication Networks, Inc.

Customer

By _____
Authorized Signature

By _____
Authorized Signature

Name (Type or Print) Date

Name (Type or Print) Date

Oakland University
Maintenance Pricing
Special Bid Pricing - # 03A605

July 30, 2003

Assumptions:

- The coverage is "85E" with 2 hr. response
- Customer responsibility for all phones.
- The pricing requires a multi-year contract - 3, 4 or 5 years
- Special pricing does not automatically renew at the end of the initial contract term.
- A standard APO discount may also be applied if the customer signs for an APO.

- This special pricing is considered confidential and not to be disclosed to anyone outside Oakland University without the express permission or consent of Siemens Information and Communication Networks.

Pricing:

Switching	\$	141,200
Peripherals	\$	3,417
ACD	\$	1,552
Reporting	\$	151
PhoneMail Common	\$	<u>26,100</u>
Total	\$	172,420
APO (4% Discount)	(<u>6,896</u>)
Grand Total	\$	165,523