



## TOP RANK COMMUNICATIONS, INC. SUPPORT AGREEMENT

Agreement # 20-640101

A. **TOP RANK COMMUNICATIONS, Inc.** and **Azusa Unified School District** ("the Customer"), collectively known as "The Parties", do hereby enter into this Agreement ("the Agreement") that for the consideration set forth herein, TOP RANK COMMUNICATIONS, Inc. shall provide telecommunications maintenance and support services ("the Services") as specified below, on the equipment listed herein, located at 546 S Citrus Ave, Azusa, California 91702.

B. **TERM OF AGREEMENT** - The duration for the initial Agreement period shall be one (1) year commencing on **6/27/2022 and expiring on 6/30/2023**. This Agreement is automatically canceled if the Customer system equipment listed herein is destroyed due to fire, flood, earthquake or other catastrophic incidence.

C. **PERFORMANCE** - TOP RANK COMMUNICATIONS agrees to support software updates and maintain the equipment listed in this Agreement as long the Customer shall not be in default of any provision of this Agreement. TOP RANK COMMUNICATIONS will repair or replace telephone system equipment at an additional charge based on availability of reconditioned equipment at the time of failure. TOP RANK COMMUNICATIONS agrees to relocate, re-arrange, move or remove equipment upon written request of the Customer at the TOP RANK COMMUNICATIONS rate in effect at that time.

D. **MAINTENANCE STANDARDS** - Equipment listed shall be maintained by TOP RANK COMMUNICATIONS qualified personnel. Original manufacturer parts or equipment or equivalent shall be used as applicable. Displaced parts shall become the property of TOP RANK COMMUNICATIONS.

E. **TIME AND PLACE WORK** - Maintenance work will be performed at the location of the equipment during normal working hours. TOP RANK COMMUNICATIONS normal working hours are from 8:00 a.m. to 5:00 p.m. Monday through Friday except holidays. TOP RANK COMMUNICATIONS shall have the right to perform warranty service outside the hours listed at no additional charge if the field engineer workload requires this service.

F. **PAYMENT** – Software Support charges of **\$122.55** shall be due and payable on the first of each month, NET 10 days of invoice date. Additional charges for adds, moves and changes to Azusa Unified School District Telephony network will be billed at the hourly rate in effect found in **Line Item "V"**. Payments made payable to TOP RANK COMMUNICATIONS shall be sent to **PO Box 182 Archibald Ave Suite H Ontario, California 91761** Attention: Accounts Receivable, Ontario CA, 91761. Top Rank Communications, may, at its option, terminate this Agreement by giving ten (10) days written notice if Customer defaults in payment to Top Rank Communications, Inc.

G. **INTERRUPTION OF SERVICE** - The Customer agrees to promptly notify TOP RANK COMMUNICATIONS of failure of any unit, and Top Rank Communications, Inc. shall provide Support in accordance with its normal operating procedures. TOP RANK COMMUNICATIONS shall respond in accordance with the terms listed herein. The Customer agrees that TOP RANK COMMUNICATIONS cannot be held liable in any way for loss of business. TOP RANK COMMUNICATIONS agrees to exhaust every available TOP RANK COMMUNICATIONS resource to resolve the service problem.

H. **ASSIGNMENT**- The Customer may assign this contract with the consent of TOP RANK COMMUNICATIONS, however, nothing herein shall relieve the Customer of its obligations hereunder.

I. **WAIVER** - Failure or delay on the part of TOP RANK COMMUNICATIONS to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.

California State Contractor's License # 934552

**PO Box 182 Archibald Ave Suite H • Ontario, California 91761 • (855) TOP RANK**

J. **PRIOR NEGOTIATIONS** - This contract constitutes the entire Agreement between the Parties hereto and shall supersede all prior offers, negotiations and Agreements

K. **CUSTOMER ASSISTANCE** - The Customer agrees to furnish TOP RANK COMMUNICATIONS personnel or authorized representatives with all pertinent information related to any malfunction and to afford them, at their request, access to the equipment as required for the performance of this Agreement. The Customer shall provide the personnel and equipment necessary to move equipment, gain access to ceilings, floors, or like areas on the premises, and to secure the premises if work is done at other than normal hours.

L. **RELOCATION OF EQUIPMENT** - This Agreement, at the option of TOP RANK COMMUNICATIONS shall terminate in the event that the equipment listed herein is moved to a different location and this Agreement is not transferable to a third party.

M. **UNAUTHORIZED MAINTENANCE** - If other than TOP RANK COMMUNICATIONS authorized representatives perform any service on equipment installed, furnished or maintained by TOP RANK COMMUNICATIONS, TOP RANK COMMUNICATIONS may, at its option, terminate this Agreement.

N. **AMENDMENT** - No revision of this Agreement shall be valid unless made in writing and signed by TOP RANK COMMUNICATIONS and the Customer.

O. **SCOPE** - This Agreement is governed by and construed in accordance with laws of the State of California.

P. **STATUTE OF LIMITATIONS** - The Statute of Limitations applicable to all claims arising under this Agreement shall be one (1) year from the expiration of this Agreement.

Q. **TOP RANK COMMUNICATIONS** will notify the Customer in writing of any security, safety or system environment integrity issue(s) that exists or comes into being for which Customer will be responsible for rectifying. TOP RANK COMMUNICATIONS will have the right to terminate this Agreement pursuant to non-rectification of same issues.

R. **CUSTOMER PARTICIPATION** - The Customer agrees not to penalize TOP RANK COMMUNICATIONS for those occasions when the Customer participates in either remote or on-site maintenance efforts. The Customer further agrees not to unilaterally undertake maintenance efforts not previously agreed to (in order to avoid system / software damage).

S. **EQUIPMENT** – Software on the following equipment will be maintained under the provisions of this agreement:

4 - eOn Millennium 256-port loaded Equipment shelves installed in communications room located at the District Office, containing the following equipment:

**SN 640101**

- 1 - System Controller II Card
- 1 - Common Services III Card
- 2 - Analog Line Cards
- 11 – 2-wire Digital Line Card
- 21 - T1 Circuit Card
- 1 - T1 Clock III Card
- 3 - Power Supply with Ring Generator **(450w)**
- 32 - Analog Station PCBs
- 1 - Memory Babyboard PCB
- 1 - System Software (V3.12-001)
- 1 - Series 5000 eVPS 16 Port/500 Hour (Rack Mount) including:
  - 1 - Network Interface Card
  - 1 - 64MB RAM Upgrade

