**AV System Maintenance and Support Services option**

**PLEASE PROVIDE SEPARATE PRICING FOR THIS. THIS DOCUMENT IF REQUIRED NEEDS TO BE REDLINED If not redlined it will be assumed you accept this is entirety.**

General Terms

# Maintenance and Support Objectives

## **General Standards.** Integrator will provide AV System maintenance and support services (“Maintenance”) to ensure that the AV System remains in good operating condition in accordance with the Specifications, including all applicable equipment and software specifications, documentation and warranties. Without limiting the foregoing, Integrator is specifically responsible for: (1) providing preventive maintenance for the AV System; (2) providing software and firmware updates to the AV System; and (3) the resolution of problems that arise in the operations of the AV System.

## **Problem Resolution.** Integrator maintains primary accountability for problem response and resolution, including initial diagnostic services which may identify a third-party product or other non-Integrator cause as part of a problem. In all such cases involving third-party or NYULH products or systems, Integrator will coordinate the resources as required from NYULH and third-parties to facilitate the problem resolution.

# Availability, Term and Pricing

## **Availability**. Integrator will provide the Maintenance services described herein (in accordance with the descriptions, pricing and terms described herein) for a minimum of five years from AV System acceptance.

## **Renewal Terms.** The initial term begins AV System acceptance (“Initial Term”). Thereafter, Maintenance will renew on an annual basis (each a renewal term “Renewal Term”). Between ninety (90) and sixty (60) days prior to the commencement of each Renewal Term, Integrator will notify NYULH and NYULH may elect to renew (by payment or acknowledgement) or may elect non-renewal by affirmatively noticing non-renewal or by failing to pay invoicing within sixty (60) days after commencement of the Renewal Term. NYULH may terminate Maintenance during any term upon (ninety) 90 days’ notice to Integrator, in which case NYULH will be entitled to a pro-rated return of prepaid fees for unused Maintenance.

## **Maintenance Pricing.** The Initial Term of Maintenance will be available at no charge to NYULH. The first Renewal Term will be at a fee of $\_\_\_\_\_\_\_\_\_\_\_. Thereafter, Integrator may increase the Maintenance fee by up to two percent 2% or CPI, whichever is less for each annual term If NYULH discontinues Maintenance, NYULH shall thereafter be entitled (at a later time) to reinstate Maintenance for any or all of the AV System at the pricing contained herein, without payment of any retroactive or reinstatement fees.

Preventive Maintenance

# Preventive Maintenance

## **In General.** Integrator shall provide regularly scheduled preventive maintenance services to ensure that the AV System continues to perform to Specifications. The preventive maintenance shall include the testing, cleaning, updating, calibrating or adjusting of the AV System equipment, replacement of unserviceable parts, and communicating necessary instruction to NYULH.

## **Intervals.** All preventive maintenance shall be performed by Integrator at the service intervals as reasonably developed by the parties, in accordance with environment and operational requirements, but comprehensive preventive maintenance services will be performed at least twice per year.

**Services Included.** Preventive maintenance includes the following:

* Perform detailed inventory of system components with model numbers and serial as captured before hand-off to service. Include any spare equipment available
* Verify inventory present on subsequent preventive maintenance visits and report missing or damaged hardware.
* Cleaning of the audiovisual equipment in the equipment racks per manufacturer's recommendations.
* Open and clean all filtering systems: Professional cleaning of screens, projector lenses, and other critical surfaces as needed.
* Dust and clean surfaces of all rack and podium equipment.
* Lubricate all moving parts as recommended by manufacturers.
* Document lamp runtime and general condition of projection equipment; report on projector lamp hours and replacement projector lamps (excluding cost of the lamp).

Alignment and calibration of the video projectors; alignment and calibration of other displays.

* Perform a detailed inspection and testing of all system components- technical review for component failure.
* Perform a complete operational checkout of the system functions via user control interface.
* Perform mock presentation test using full audio & video system capabilities.
* Successfully complete an audio and video point-to-point and bridge call as applicable to the NYULH’s operation.
* Testing of the audio and video receptacles.
* Identify any faulty wiring or connections in the system.
* Open service tickets on any outstanding issues not within resources scope of work.

**Maintenance Reports.** Integrator shall maintain maintenance reports for all maintenance and technical services (scheduled and unscheduled services) performed on the AV System, and such reports will be available to NYULH as reasonably requested.

Software Updates

# Software Updates

## Integrator will ensure that all updates and enhancements are provided (or made available) to NYULH for all Software applications (together with accompanying documentation, collectively “Updates”) as such Updates are produced and generally made available. "Updates" includes all Software releases that (1) remedy deficiencies in the software, (2) improve software operating performance, and/or (3) improvements to the Software that alter or add to functionality or performance.

Problem Response and Resolution

# Support Access and Contacts

**Support Personnel.** All support personnel assigned by Integrator shall be well-qualified engineers and technicians with a thorough understanding of the AV System design and specifications. Integrator shall ensure that escalated support from all equipment manufacturers is available on an expedited basis when required.

# Support Hours and Mechanisms of Contact

|  |  |  |
| --- | --- | --- |
| **Support Hours and Mechanisms** | **Telephone Support Contacts and Phone Numbers:** | **On-Site Support  (Available on a Time and Materials basis as required) Contacts and Phone Numbers:** |
|  |  |  |
| Standard - Weekday business Hours - 8:30 am to 5:30 pm: |  |  |
|  |  |  |
| Evenings - 5:30 pm to 8:30 am: |  |  |
|  |  |  |
| Saturday, Sunday, Holidays: |  |  |
|  |  |  |

# Problem Response and Resolution

Integrator will respond to and resolve reported problem as indicated; in the event of untimely resolution, NYULH will receive service level Credits and indicated herein.

## **Issue Classification.** The severity level of a problem will be determined by NYULH in its reasonable discretion in accordance with the descriptions indicated. NYULH will contact Integrator in accordance with the procedures specified herein.

## **Business Critical Systems.** “Business Critical Systems” means a system or component as reasonably determined by NYULH to be critical.

## **Resolution.** “Resolution” means a fix or a workaround; to mitigate prolonged down-time, Integrator may put a work-around in place to temporarily restore functionality. In any such case, Integrator will provide a permanent fix as soon as reasonably practicable.

## **Severity Levels.**

* “Severity 1” means the entire system is unusable; or critical functionality is unusable or unavailable; or performance is critically impaired; or another NYULH-reported need to use the system exists on an urgent time-sensitive basis.
* “Severity 2” means the overall use of system is substantially affected; or major functionality is unusable or unavailable; or the system or a function must be restored in a reasonable period of time.
* “Severity 3” means non-trivial, material system functionality is limited, diminished or intermittent and must be restored within a reasonable period of time.

# Incident Resolution Process

## **Problem Resolution by Phone.** NYULH will report the problem by phone, as per the contact information indicated. For each incident reported, Integrator opens a problem-ticket and logs the issue into a web-based tracking system with NYULH access to status and activity notes.

## **On-Site Support.** If the problem cannot timely or practicably be resolved by telephone, the Integrator, in its reasonable discretion, may recommend that personnel be dispatched for on-site service (on a Time and Materials basis as indicated herein). The dispatch of personnel (as recommended by Integrator) is subject to NYULH approval. Additionally, NYULH may request that personnel be dispatched for on-site service at any time.

# Problem Response and Resolution Table (Standard Hours)

|  |  |  |  |
| --- | --- | --- | --- |
| **Severity Levels** | **Response Time Phone Response /** | **On-Site Response** | **Resolution Time** |
| **Severity 1 (Critical)** | **ASA < 60 seconds.**  **Appropriate Tech Support Level < 10 min** | **4 hours** | **Within 2 hours of arriving on-site; or up to 6 hours from original report.** |
| **Severity 2 (High)** | **ASA < 60 seconds.**  **Appropriate Tech Support Level < 10 min** | **6 hours** | **Within 4 hours of arriving on-site; or up to 8 hours from original report.** |
| **Severity 3 (Medium)** | **ASA < 60 seconds.**  **Appropriate Tech Support Level < 1 hour** | **8 hours** | **Next Business Day** |

# Credits for Non-Compliance

## Compliance with problem resolution targets will be calculated on a per-case basis (i.e., per logged problem incident). As determined in any given quarter, NYULH will receive a monetary credit as follows:

## **Severity 1 (Critical Problem).** If the response or resolution time for two or more Severity 1 service incidents falls below the target amount, NYULH will receive 20% of the quarterly fee for each service incident that doesn’t meet the target.

## **Severity 2 (High Impact).** If the response or resolution time for two or more Severity 2 service incidents falls below the target amount, NYULH will receive 10% of the quarterly fee for each service incident that doesn’t meet the target.

## **Maximum Service Credits; Non-Compliance.** The maximum service credits that NYULH will be entitled to will not exceed the total amount paid for the quarter. If there are two or more consecutive quarterly periods with the maximum service credits, this will be considered chronic service non-compliance and NYULH will be entitled to terminate for cause and receive a refund of service fees applicable to such period together with a refund for any pre-paid services. Such termination will be without prejudice to any other rights NYULH may have.

## **Exceptions to Service Levels and Service Credits.** Integrator compliance with resolution times indicated is dependent upon availability of all resources (including third-party parts and equipment) required to effectively resolve a reported problem. Integrator will not be responsible for delay in meeting response or resolution to targets to the extent of dependencies beyond its reasonable control or ability to mitigate. Such dependencies (or circumstances) may include, but are not limited to:

* Access to rooms or locations;
* Issues with NYULH network over which it does not have control;
* Approvals, authorizations, instructions or other information required from NYULH;
* Availability of someone familiar with the problem for assistance or other cooperation as reasonably indicated; and
* Availability of third-party replacement parts (except to the extent that Integrator would be reasonably responsible for such equipment, or as per an item required to be maintained in the spares pool).

# Management Escalations and Contacts

Integrator will escalate the problem to its next tier of support whenever a problem remains unresolved beyond the reasonable resolution time. Integrator will further escalate within its support organization for each additional resolution target interval that a problem remains unresolved.

**Escalation path within Integrator organization**

|  |  |  |  |
| --- | --- | --- | --- |
| Level | Contact Name | Role | Contact Information |
| 1 |  | Service Manager |  |
| 2 |  | Account Executive |  |
| 3 |  |  |  |
|  |  |  |  |

# Spare Parts Pool

The parties will mutually agree upon an appropriate inventory of spare AV Systems products (or components or parts) that may be required to perform maintenance services and problem resolution for the AV System “Spares Pool”. The parties will cooperate in maintaining the “Spares Pool” at a location designated and provided by NYULH.

# On-Site Services (Time and Materials)

Integrator personnel are available on a Time and Materials basis as follows:

* Standard Rates. Standard hourly rates of $\_\_\_\_\_\_\_\_\_\_ with a two-hour minimum apply for service visits scheduled Monday through Friday, 8:30AM to 5:30PM Eastern Time.
* Evening Rates. After hours hourly rate of $\_\_\_\_\_\_\_\_\_\_ with a two-hour minimum apply for service visits scheduled between 5:30 pm - 8:30 am Monday through Friday.
* Weekend and Holiday Rates. Weekends, Saturdays and Sundays, and holiday hourly rate of $\_\_\_\_\_\_\_\_\_\_ with a two-hour minimum apply for service visits scheduled after 5:30 om Friday and anytime Saturday, Sunday and Holidays.