



## ATTACHMENT 5

### E&E Enterprises Global, Inc. Standard Field Maintenance Terms and Conditions:

#### Corrective Maintenance

E&E will provide corrective maintenance for remote satellite terminals and will restore Customer's malfunctioning Equipment to good working condition and may perform the following corrective maintenance as required:

- Diagnostic testing to determine the existence and cause of the malfunction
- Removal and replacement of any malfunctioning field replaceable unit ("FRU")
- Reorientation (re-pointing) of the antenna subsystem in the event of misalignment
- Repair or replacement of Equipment interconnecting cables
- Reloading initializing instructions and re-commissioning
- Verification of proper operation and completion of service report
- Notification to E&E ENTERPRISES GLOBAL, INC. and the Customer host that Equipment has been restored to operational status

#### Response Time And Service Coverage

At the time of entering the order, Customer may select Service coverage hours on a site-by-site basis from the coverage plans available for that site. Customer shall select from one of the available coverage plans set forth below.

1. **Time and Materials** - This option is provided at no monthly recurring cost to the customer. A field maintenance technician will be assigned and will contact the customer to arrange a site visit. There are no Service Level Agreements (SLA) for this option. Typical tech response time is within 5 days. Any work performed and materials needed will be billed to the customer based on current approved rates either GSA or Commercial.
2. **Next Business Day Coverage** (Service Coverage Hours are 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, holidays excepted, beginning the next business day after a call is received). Customer's call shall be considered received the same day when received by E&E Help desk between the hours of 8:00 a.m. and 5:00 p.m., local time at the remote site, Monday through Friday, holidays excluded. Calls shall be considered received the following business day if received by E&E at any other time.
3. **Next Day Coverage** (Service Coverage Hours are 8:00 a.m. to 5:00 p.m., local time, 365 days per year, beginning the next calendar day after a call is received). Customer's call shall be considered received the next day when received by E&E ENTERPRISES GLOBAL, INC. between the hours of 8:00 a.m. and 5:00 p.m., local time at the remote site. Calls shall be considered received the following day if received by E&E at any other time.
4. **Same Day 12x7 Coverage** (Service Coverage Hours are 8:00 a.m. to 8:00 p.m., local time, 365 days per year, beginning at the time a call is received). Customer's call shall be considered received the same day when received by E&E ENTERPRISES GLOBAL, INC. Help Desk between the hours of 8:00 a.m. and 8:00 p.m., local time at the remote

site. Calls shall be considered received the following day if received by E&E Help Desk at any other time.

5. Same Day 24x7 Coverage (Continuous Service Coverage 24 hours per day, 365 days per year).

### **Authorization Required**

Upon authorization of field Service dispatch, E&E Help Desk will dispatch a customer service representative (“CSR”) to be onsite at Customer's premises, in accordance with the maintenance response time indicated (measured from the time of authorization by E&E ENTERPRISES GLOBAL, INC. ). For sites with Next Business Day Coverage, E&E ENTERPRISES GLOBAL, INC. will dispatch a CSR to be onsite before the end of the next business day after the call was received by E&E Help Desk personnel. For sites with Next Day Coverage, E&E Help Desk. will dispatch a CSR to be onsite before the end of the next calendar day after the call was received by E&E Help desk personnel.

### **Maintenance Response Time Table for Same Day Coverage:**

<u>Distance from Service Office</u>	<u>Response Time</u>
0 - 50 miles	4 hours
51 - 100 miles	5 hours
101 - 150 miles	6 hours
151 - 200 miles	10 hours
Over 200 miles	24 hours

E&E’s goal is for response times to be met for at least 90% of all service calls placed in a given calendar month.

### **Corrective Maintenance Exclusions**

Remote maintenance excludes any of the following:

- Maintenance, repair, or replacement of parts damaged or lost through catastrophe, accident, lightning, theft, misuse, fault, or negligence of the Customer, or causes external to the Equipment, including, but not limited to, failure of, or faulty, electrical power or air conditioning, operator error, failure, or malfunction of data communication Equipment not provided to Customer by E&E, or from any cause other than intended and ordinary use.
- Changes, modifications, or alterations in or to the Equipment by anyone other than E&E or its subcontractors and other agents, other than E&E -approved upgrades and configuration changes.
- De-installation, relocation, or removal of the Equipment or any accessories, attachments, or other devices.

### **Spare Parts Support**

If Customer has purchased one of the services described above, has a current maintenance plan, spares will be provided at no additional charge. Spares for the Equipment antenna subsystem, including reflectors, mounts, and modems will be centrally stocked at a designated location in the continental United States.

E&E will replace malfunctioning Equipment components on a one-for-one exchange basis with a functionally equivalent spare part. Parts covered include the modem (IDU), Radio (BUC, ODU), and the Lnb.

### **Time and Materials Services**

In addition to the Services coverages described above, Customer may also elect to order a E&E technician to visit a Customer location on a Time and Materials basis. In such instances, E&E will make reasonable efforts to visit the applicable site for purposes of diagnosing and correcting the problem as promptly as possible, but Customer acknowledges that E&E does not make guarantees relative to times to respond or times to repair with Time and Materials Services. The charges associated with Time and Materials Services will be Hughes then current charges.

### **Customer Responsibilities**

If Customer has purchased one of the field maintenance services described above, Customer shall also have the following responsibilities:

- Customer hereby grants E&E or its authorized representatives access to Equipment and related locations and areas of Customer's facilities and premises.
- Customer shall provide E&E technicians and or service representatives with access to electrical power, water, and other utilities, as well as telephone access to the Customer help desk as required for efficient Service.
- Customer shall provide safe access to Equipment on Customer premises and will maintain the environment where the Equipment is located in a safe and secure condition.
- Customer personnel shall cooperate with and assist the E&E Service representative in providing maintenance services.

Note: E&E T&C's are not all inclusive of every possible maintenance event.