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**Master Service Agreement
For Departamento de Justicia
Gobierno de Puerto Rico
by
Cortelco Systems Puerto Rico, Inc.**

Customer ID 040104

Effective Date June 1, 2020

1. Agreement Overview

This Master Service Agreement ("Agreement") is between **Cortelco Systems Puerto Rico, Inc. ("Cortelco")** and **Departamento de Justicia ("Customer")** for the provisioning of services required to support and sustain Customer's business. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders. This Agreement outlines the parameters of services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

2. Service and location

To be determined per Appendix to this Agreement.

3. Request for Support

Cortelco provides flexible notifications options. Access and requests to the Help Desk for support shall be directed to:

E: servicios@cortelcopr.com

D: 787-704-3232

F: 787-704-3303

4. Customer Requirements

Customer agrees to furnish Cortelco all pertinent information related to the reported malfunction and to provide access to the system, as required for the performance of this Agreement. Customer shall provide the necessary space, conduit, ventilation, air conditioning, and electrical power required to maintain the system. Customer shall provide VPN/Remote Access, credentials and passwords required to perform the service.

Customer shall be responsible for the appropriate care of the different assets provided by Cortelco to perform the services herein contracted. This includes protection against accidents, physical abuse or misuse of the system, improper wiring, fire, storms, lightning, hurricanes or other weather conditions, water, flood or leakage, power surges and outages, earthquakes, tremors, natural disasters, acts of God, acts of the public enemy, acts of governmental bodies or agencies foreign or domestic, sabotage, riot, explosions or other catastrophes.

5. Service Level Agreement

Cortelco commits to receive and understand the service and prioritize as agreed. Cortelco considers two types of incidents: High impact is defined as when services contracted substantially fail and affects more than 30% of the Customer's business; low impact is defined as less than 30% of Customer's business failure.

	Low Impact	High Impact
CMOS 1	4 hrs	1 hr
CMOS 2	2 hrs	1 hr
Solution as a Service	2 hrs	1 hr

Cortelco always commits to keep Customer informed and provide detailed information of progress and resolutions related with any deviation affecting the performance of the contracted services.

6. Service Standard

The Equipment will be serviced by Cortelco in accordance with the following standards: (a) new or reconditioned parts or parts of equal quality will be used; (b) Cortelco equipment at the Customer's facilities shall not be subject to mechanical nor physical abuse; (c) the Equipment will be serviced at the levels necessary to provide the required service; (d) all services will be done by qualified personnel.

7. Unauthorized Service

If anyone other than Cortelco's authorized representatives performs any repair or service on the system, while the system is under this Agreement, which in the opinion of Cortelco increases the service cost thereof, Cortelco shall so notify Customer and an equitable adjustment shall be made. If no Agreement can be reached on the increased cost, Cortelco, at its option, may terminate this Agreement, and apply the cancellation clause.

8. Time and place of delivery of services

Service shall be performed via remote and Customer shall provide a secure VPN/Remote Access. Cortelco requires remote access for the completion of its Service Level Agreement. Cortelco may provide service at the location described in each Appendix, if necessary. For the purpose of this Agreement, Cortelco's normal working hours are 8am to 5pm, Monday through Friday.

9. Independent Contractor

Cortelco recognizes and accepts its status as an independent contractor, so it will not generate any benefits from Customer; such as vacations, sickness, disability insurance, or similar laws or other rights. Cortelco certifies that his corporation is registered as a bona fide merchant and certifies that annually meets with the filing of the corresponding tax returns.

Cortelco will be responsible for the hiring of its work team, and under no circumstances will create an employee-employer relationship with Customer. Cortelco certifies that has the personnel, equipment, and location necessary to provide the contracted services. Cortelco represents that his staff has the knowledge and certifications to provide the services required herein.

Cortelco and its employees shall always comply with Customer's regulations covering safety and security matters. Cortelco's employees shall at all time while performing their duties hereunder be in uniform and/or with properly identify themselves as employees of Cortelco.

10. Confidential Information

Cortelco acknowledges that it will have access to certain confidential information of Customer concerning Customer's business, plans, customers, technology, and products, including the terms and conditions of this Agreement ("Confidential Information"). Cortelco agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Customer's Confidential Information and will take reasonable precautions to protect the confidentiality of such information.

All notices will be in writing and deemed provided when emailed (read receipt requested) addressed to the corresponding address set forth above or at such other address as a party subsequently provide in writing.

11. Insurance

- a. Provider will pay and maintain during the effectiveness of this Agreement the pertinent public liability insurances, with insurance companies authorized to do business in the Commonwealth of Puerto Rico, with a classification of A.M. Best of B+ or more, covering any claim which arises from the performance or non-compliance in the performance of the Services to be rendered under this Agreement. These insurance policies must as a minimum include:

·State Insurance Fund.

·Liability Insurance for bodily injury with a coverage limit of no less than one million dollars (\$1,000,000) per occurrence;

·Liability insurance against property with a coverage limit of no less than one million dollars (\$1,000,000) per occurrence; with the corresponding endorsement in favor of the Corporation.

·Liability insurance for vehicle accidents which covers all vehicles used to render the Services mentioned in this Agreement;

- b. Provider shall submit the certificates of insurance evidencing such coverage prior to commencing the Services.
- c. The insurance policies will contain a provision under which the notification in writing to Customer is required sixty (60) days prior to their cancellation.

12. Limitations of Liability

Cortelco shall not be liable for any special or consequential damages for interruption of service such as failure to continue business, loss of profits or revenue, loss of use of the system or any associated service, loss of data, claims to Customer for such damages, etc.

13. Opportunity to Cure

Customer agrees to provide Cortelco with a 30 days' notice of any alleged deficiencies in the performance of the services. Cortelco agrees to cure any alleged defect in performance within a reasonable time in accordance to the defect.

14. Payment Terms

The parties agree that the compensation for the Services rendered will be paid by Customer to Cortelco, in a term of thirty (30) days following the date in which Cortelco presents its invoice to Customer.

15. Term and Termination

The term of this Master Agreement will commence on the Effective Date and will remain valid unless amended by both parties. The term of each appendix shall be independent from other appendixes and shall remain valid until their termination date.

16. Waiver

Failure or delay on the part of Cortelco to exercise any right, power, or privilege hereunder shall not serve as a waiver thereof.

17. Notifications

All notices will be in writing and deemed provided when mailed or sent by first class mail or recognized overnight delivery service, postage prepaid, addressed to the corresponding address set forth above or at such other address as a party subsequently provide in writing.

18. Amendment

No revision of this Agreement shall be valid unless made in written and signed by Cortelco and Customer.

19. Governing Law Provision

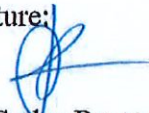
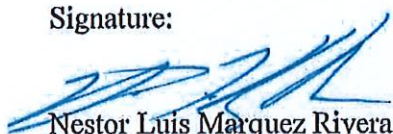
This Agreement shall be governed by and construed in accordance with the Laws of Puerto Rico. This (and any attachment hereto) constitutes the entire agreement between Customer and Cortelco, with respect to the service of the equipment.

**DEPARTAMENTO DE JUSTICIA
GOBIERNO DE PUERTO RICO**

CORTELCO SYSTEMS PR, INC.

Signature:

Signature:



Nestor Luis Marquez Rivera

Juan Carlos Ramos
President & CEO

Title: CJIS System Officer

Date: May 28, 2020

Date: May 28, 2020



Appendix A
For Departamento de Justicia
Gobierno de Puerto Rico
by
Cortelco Systems Puerto Rico, Inc.

Customer ID 040104

Contract ID 901

This Appendix becomes part of, and subject to the terms and conditions of the Master Service Agreement. This Appendix is for a term of sixty (60) months beginning June 1, 2020 through May 31, 2025.

1. SITE LOCATION DESCRIPTION:

A. The Service to be performed is located at: Centro de Datos del Sistema de Justicia Criminal, Piso 1, Calle Teniente César González 677, esquina Ave. Jesús T. Piñero, San Juan, PR.

B. Equipment description and Type of Service CMOS 1

2 UNITS – ALLIED Commercial 12.5 TON

5 YEAR WARRANTY in parts, labor, and preventive maintenance

One monthly visit including:

Filters changes
Ocular inspection
Inspection of the monitoring system and sensors
Unclogging drains

Two annual visits for deep cleaning including:

Evaporator acid cleaning
Air Condenser acid cleaning
Gas refrigerant pressure verification
Dehumidifier filter cleaning
Filters changes
Ocular inspection
Inspection of the monitoring system and sensors
Unclogging drains

MR
SR

2 UNITS - MCQUAY 3 TON

5 YEAR WARRANTY in parts, labor, and preventive maintenance

One monthly visit including:

- Filters changes
- Ocular inspection
- Inspection of the monitoring system and sensors
- Unclogging drains

Two annual visits for deep cleaning including:

- Evaporator acid cleaning
- Air Condenser acid cleaning
- Gas refrigerant pressure verification
- Filters changes
- Ocular inspection
- Inspection of the monitoring system and sensors
- Unclogging drains

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8 or
1 UNIT - PHOENIX 4030010 250 MAX HT DEHUMIDIFIER

5 YEAR WARRANTY in parts, labor, and preventive maintenance

One monthly visit including:

- Filters changes
- Ocular inspection
- Inspection of the monitoring system and sensors
- Unclogging drains

Two annual visits for deep cleaning including:

- Evaporator acid cleaning
- Air Condenser acid cleaning
- Gas refrigerant pressure verification
- Dehumidifier filter cleaning
- Filters changes
- Ocular inspection
- Inspection of the monitoring system and sensors
- Unclogging drains

Authorized Personnel to request changes and/or additions to this Appendix:

Name	Position	E Mail	Phone
Nestor Luis Marquez Rivera	CJIS System Officer	nesmarquez@justicia.pr.gov	787-447-7229
			787-721-2900
			Ext. 1121

Authorized to Open Ticket	Position
Nestor Luis Marquez Rivera	CJIS System Officer

By: Cortelco Systems Puerto Rico, Inc.

By:

Name: JUAN CARLOS RAMOS

Title: PRESIDENT & CEO

Date: May 28, 2020

DEPARTAMENTO DE JUSTICIA

By:

Name: Nestor Luis Marquez Rivera

Title: CJIS System Officer

Date: May 28, 2020