Exhibit D

iNVIEW Support Services Contract Agreement

For City of Durham

The following Service Level Agreement dated, made, and entered into as of the _____ day of _____ 2014, will define the On-call Engineering and Support Services agreement to be provided to the City of Durham ("Client" or "City"), having a principal location at 101 City Hall Plaza, Durham, NC 27701 and delivered by Internetwork Services Incorporated (D/B/A Internetwork Engineering, IE), a North Carolina Corporation ("Provider") having an office at 13777 Ballantyne Corporate Place, Suite 305, Charlotte, North Carolina 28277, USA.

STATEMENT OF PURPOSE

Provider agrees to deliver **Client sixty (60)** months of proactive monitoring and engineering support for the Cisco Unified Communications solution specified in this document. **Provider** agrees to provide support based on the service levels, terms, and engineering costs defined in this document, starting on the date the purchase is made.

SERVICE LEVEL AGREEMENT

As part of this service agreement **Provider** agrees to provide **Client** with access to well-qualified and knowledgeable technical resources capable of delivering remote and onsite on-call support consistent with the service levels and descriptions reflected below.

- **Client** agrees to supply **Provider** with VPN connectivity and other Remote Access, as required, to support the individual devices and systems outlined in ADDENDUM A.
- **Client** agrees to make available to **Provider**, as necessary, technical resources or other appropriate points of contact to complete the delivery of the support offerings and service levels defined in this document.

The service agreement defined within this document will entitle **Client** to the following on-call support services to be delivered on an as-needed basis by a qualified **Provider** resource or designated sub-contractor:

- **Remote Monitoring** – to include; actively monitoring designated devices listed in ADDENDUM A and providing notification to **Client** if an event occurs
- Issue detection and resolution of Client's devices listed in ADDENDUM A
- Coordination with the appropriate vendor for repairs to software and hardware related issues for devices listed in ADDENDUM A
- Access to **7x24 support** via phone or email see ADDENDUM C for access process
- **Phone Support** – to include a preliminary review of the observed issues, expert opinion as to root-cause, as well as expert discussion and technical advice
- **Remote Support** – to include troubleshooting and issue escalation and resolution as well as device level VPN access and manufacturer escalation, as needed
- **Onsite Support** – to include additional trouble-shooting, issue escalation and resolution at **Client** site if required
- Access to **Provider's** ticketing system and self-service portal

AGREEMENT

Services. For the term of the Agreement, **Provider** shall provide to **Client**, on an as requested basis, support services ("**Services**"). The Services shall be of professional quality and shall conform to generally accepted standards and practices. **Provider** shall use his best efforts in the performance of the Services.

- On a monthly basis, **Provider** shall provide a status report of **Provider's** activities including, additional work required, or unrelated issues.
- On a quarterly basis, **Provider** shall meet with **Client** to review infrastructure, device updates, issues from previous quarter and changes that could eliminate future issues, and **Client** desired infrastructure changes.
- Support services consist of a **sixty (60) month** contract billed yearly upon initiation of support and each anniversary in the amount listed in the Fees and Expenses section of this document.
- The contract provides on call availability of a **Provider** Engineer, and a **Provider** Service Manager to ensure a high level of support.
- This service is for coverage for **Client** and its associated facilities in the state of North Carolina and covers support for the items listed in ADDENDUM A. The following are the area's covered:
    - Support coverage is provided for administrators, not end-users
    - Support covers designated infrastructure and not end-user devices or software
    - Support covers devices listed in ADDENDUM A
- Included is a guaranteed response time as outlined in the Response Category section with support hours outlined in the Fees and Expenses section.

RESPONSE CATEGORY

The Service Level and priority response criteria for the term of this agreement are as follows:

Urgent (P1) Response
Four (4) hour phone response, four (4) hour remote/onsite response (issue will be worked remotely until deemed necessary to come onsite)

- Urgent priority response will be defined as a major system outage and will be classified by **Provider** as requiring an P1 response after all Telco circuits and network infrastructure have been verified operational by **Client** staff. **Provider** will respond within 4 hours to service calls for any items deemed emergency or mission critical.
- For the purposes of this agreement a major system outage will be defined as a single **Client** site that has lost both primary and secondary, or failover, telephony capabilities and/or when two (2) or more **Client** sites are functioning in a failover capacity.

High (P2) Response
Four (4) hour phone response, Next-Business Day remote/Onsite response.

- High priority response will be defined as a minor system outage and will be classified by **Provider** as requiring a P2 response after Telco circuits and network infrastructure have been verified by **Client** staff. **Provider** will respond within four (4) hours to service calls for any items deemed emergency or mission critical.
    - A minor system outage will be defined as an environment in which, business disruption is occurring due to degradation of system availability or voice quality due to Primary or Failover operations, or when one (1) **Client** site is functioning in a failover capacity.

Normal (P3) Response
One (1) business day phone response, request logged work completed during a scheduled time.

- Normal responses will be defined as minor feature and functionality, non-priority repair issues.
- Normal issues will be scheduled during normal business hours (8:00 AM – 6:00 PM)

Low (P4) Response
No specific SLA, request logged work completed during a scheduled time.

- Low responses will be defined as non-essential feature and functionality changes, questions, and new-device integration that do not interfere with the standard operation and use of the system.
- Low issues will be scheduled during normal business hours (8:00 AM – 6:00 PM)

Note: New installations and/or major upgrades are not considered support and will be supported as independent projects or services engagements.

REMOTE MONITORING

As part of this agreement **Provider** will work with **Client** to implement a real-time monitoring solution for the devices listed in ADDENDUM A. This solution will provide:

- 24x7 device monitoring to include: real-time polling of devices to confirm their visibility to **Client's** voice management systems; up/down status; and archival of events in the current and historical event log
- **Provider** will actively monitor the data gathered from the network elements related to the designated devices against jointly established performance thresholds
- A secured network connection between the **Client** and **Provider** networks (via site-to-site VPN tunnel) is required

Provider will:

- Install and provision monitoring solution
- Actively monitor and notify **Client** of observed events
- Troubleshoot and remediate incidents on behalf of **Client**

FEES AND EXPENSES

- It is assumed that **Client** has a current Cisco 24x7x4 support contract in place throughout the duration of this contract
- **Provider** will not be responsible for issue resolution that requires manufacturer support or hardware replacement when a manufacturer's maintenance contract is not in place
- **Client** will authorize **Provider** through an LOA (Letter of Authorization) to open Cisco support cases on **Client's** behalf
- New installations, new virtual machine creation, routine tasks, and/or major upgrades are not included as part of this contract and will be billed separately at a discounted project rate.
- The contract price includes a block of **100 hours** per year or **500 hours** for the full term of the contract, which all support work will be billed against. Any additional support hours incurred beyond the block of hours will be billed at the following contract rate unless an additional block of hours is purchased:

UC Engineering Position Level	8:00 AM - 6:00 PM Mon-Fri	After-Hours, Saturday and Sunday
SENIOR CONSULTANT	**$165**	**$225**

- Time will be billed in half hour increments with a minimum of 30 minutes for phone or remote support and 4 hours for onsite support
- Any necessary travel expenses or other expenses designated as necessary for the resolution of the issue will be billed as actual.
- Fees and Expenses. The fees paid to **Provider** shall be as set forth as follows:
    - **Provider** agrees to provide on-call engineering support services for the fixed **sixty-month** retainer of **two hundred seventy two thousand five hundred dollars U.S. ($272,500.00)** paid at the onset of support. Setup cost for active remote monitoring is **waived.**
    - Travel and any other necessary expenses will be billed as actual and billed as they occur throughout the term of the contract. All travel and expenses will follow **Provider's** established guidelines.

ASSUMPTIONS AND AGREEMENTS

1. Invoices and Payment. **Provider** shall keep accurate and complete detailed description of the Services provided, including original receipts for all expenses incurred during onsite support. **Provider** will invoice **Client**, at the inception of this agreement as defined in the Fees and Expenses section above. **Provider** will invoice **Client** for all technical support services rendered in excess of any prepaid support hours included in the monthly retainer cost shown above. **Provider** will also invoice **Client** for any reimbursable expenses incurred in the execution of this agreement. All invoices will be based on **Net 30 -payment terms**, and all invoiced amounts shall be due payable 30 days after receiving an undisputed invoice. If **Client** legitimately disputes any invoice amount, then **Client** shall pay **Provider** any undisputed amounts and provide **Provider** with notice concerning the disputed amount. **Client** shall work with **Provider** to resolve any disputed amounts and upon resolution promptly pay any amounts due

2. Term and Termination. The Agreement shall be in effect for 1825 days from the **Effective Date** of this contract. Notwithstanding the preceding sentence, **Client** may, at any time, terminate **Provider's** Services immediately for good cause or without cause upon 30 days written notice; and **Provider** may terminate this Agreement upon 30 days written notice if **Client** has failed to timely pay invoices which unpaid invoices shall be specified in the Notice of Termination, or the **Client** has significantly altered the infrastructure without prior notification of **Provider**. The following Sections shall survive the termination of the Agreement: 3, 4, 8, 9, and 11.

3. Proprietary Information. Each party shall keep confidential any information relating to the other party's business. Each party shall keep and instruct its employees and agents to keep such information confidential by using at least the same care and discretion as used with that party's own Confidential Information. Information shall not be subject to such confidentiality obligations if it is: (a) in the public domain, (b) known to a party prior to the time of disclosure by the other party, (c) lawfully and rightfully disclosed to a party by a third party on a non-confidentiality basis, (d) developed by a party without reference to Confidential Information or (e) required to be disclosed by law, provided however, that prior to any compelled disclosure, it shall have given to the disclosing party notice of the circumstances relating to such compelled disclosure and an opportunity to seek an appropriate protective order with respect thereto.

4. Third Party Agreement. In the performance of Services, **Provider** shall abide by the terms and conditions of software license, non-disclosure and confidentiality agreements entered into by **Client** with third parties ("**Third Party Agreements**"), and such third parties shall be third party beneficiaries of this Agreement. **Provider** acknowledges that breach of the Third Party Agreements may give rise to irreparable injury to **Client** or such third parties inadequately compensable in damages. Accordingly, in addition to any other legal remedies which may be available, at law or in equity, **Client** or such third parties shall be entitled to equitable injunctive relief against the breach or threatened breach of such unauthorized use or disclosure or breach or threatened breach of Third Party Agreements.

5. Provider Representation and Warranty. **Provider** represents and warrants that **Provider** and any authorized subcontractor has proper skill, training and background so as to be able to perform in a competent and professional manner and that all Services will be performed in that manner.

6. Independent Providers. The relationship between the parties shall be one of **Client** and independent consultant. Under no circumstances shall **Provider** have any status as an employee of **Client**. **Client** shall not be responsible for payment of workers' compensation, disability benefits and unemployment insurance or for withholding and paying taxes of any kind for **Provider**. **Provider** shall not be entitled to participate in **Client's** pension or disability plan, stock option plan, medical or dental plan, insurance plan or similar

benefit. **Provider** shall have no authority to contract for or bind **Client** in any manner and shall not represent itself as an agent of **Client** or as otherwise authorized to act for or on behalf of **Client**.

7. Publicity and Use of Trademarks. The parties agree that neither party shall use the name, logo, trademarks, trade names or any facsimile thereof of the other party in publicity releases, promotional material, advertising, marketing or business generating efforts without securing such other parties prior written consent.

8. General.

8.1. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email. To Client:

[Insert name and department]

City of Durham

101 City Hall Plaza

Durham, NC 27701-3329

The fax number is (919)_____.

Email:

To Provider:

Internetwork Services Incorporated DBA Internetwork Engineering

13777 Ballantyne Corporate Places, Suite 305

Charlotte, NC 28277

The fax number is 704-541-0059_____.

Email: capplegate@ineteng.com

8.2. Assignment. Successors and Assigns. Without the Client's written consent, the Provider shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Notwithstanding of this, Provider reserves the right to assign its rights, interests or obligations defined in this Agreement at any time to any successor or acquirer of a material portion of its business or assets. The City Manager may consent to an assignment without action by the City Council. Unless the City otherwise agrees in writing, the Provider and all assignees shall be subject to all of the City's defenses and shall be liable for all of the Provider's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Provider the right to

assign, it is agreed that the duties of the Provider that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

8.3. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing

8.4. Governing Law. THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN MADE, ENTERED INTO, AND GOVERNED BY THE LAWS (EXCLUDING CONFLICT OF LAWS RULES) OF NORTH CAROLINA.

8.5. Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

8.6. Complete Agreement. This Agreement constitutes the entire agreement between the parties as it relates to the Provider's On-call Engineering and Support Services. This Agreement supersedes any prior oral or written agreements between the **Client** and **Provider** relating to any matter covered by this Agreement.

9. . Indemnification. (a) To the maximum extent allowed by law, the Provider shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of intentional acts or gross omissions of the Provider or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a," the Provider shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City. (b) Definitions. As used in subsections "a" above and "c" below -- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the Provider. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. (d) Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Provider under this contract. (e) Limitations of the Provider's Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require the Provider to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

10. Arbitration. In the event of a controversy between or among the parties that they are in good faith unable to resolve with respect to any matter arising out of this Agreement, such matter shall be settled by arbitration in Charlotte, North Carolina, in accordance with the commercial rules then obtaining of the American Arbitration Association. The decision of the Arbitrator shall be final and conclusive and there shall be no appeal from the decision other than for those grounds set forth and applicable North Carolina law regarding arbitration. Judgment upon such decision may be entered in any court of competent jurisdiction or application may be made to such court for confirmation of such decision or judicial

acceptance thereof for an order of enforcement or for any other legal remedies that may be necessary to effectuate the decision. Any costs, fees, and expenses of the Arbitrator and the arbitration filing fees shall be equally borne by the parties involved, but otherwise each party shall bear its own arbitration costs including, without limitation, its own cost of preparation, attorney's fees and expert witness; provided further, however, that in the event Provider must take action to collect payment of invoices determined to be due, Provider shall be entitled to reasonable attorney's fees as provided under North Carolina law.

11. Non-Solicitation. **Client** agrees that during the term of this Agreement and for a period of twelve (12) months following termination of this Agreement for any reason, that it will not solicit the employment of nor hire, any individual who performed services for **Client** on behalf of **Provider** during the term of this Agreement for the purposes of performing services of substantially the same type or kind.

    Provider agrees that during the term of this Agreement and for a period of 12 months following the termination of this Agreement for any reason, that it will not solicit the employment of nor hire as an employee, any person who was an Employee of **Client** during the term of this Agreement.

    The parties understand and agree that in the event of a breach of this paragraph, it would be difficult to determine the damages in money or money's worth and the non-breaching party shall be entitled, among other relief, to injunctive relief.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Client: City of Durham	**PROVIDER: INTERNETWORK SERVICES INCORPORATED d/b/a Internetwork Engineering, IE**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM A

Product Name/Number	Quantity	Service Description
Cisco UC Servers	8	Active monitoring and troubleshooting
Voice Gateways	35	Active monitoring and troubleshooting
Analog Gateways	60	Active monitoring and troubleshooting
Informacast Server	1	Active monitoring and troubleshooting
Cisco UCS Servers	2	Active monitoring and troubleshooting

ADDENDUM B

Letter of Authorization

Cisco Support

To Whom It May Concern:

This is to advise you that City of Durham, in accordance with the signed Letter of Authorization, hereby authorizes and appoints Internetwork Engineering (IE) located at 13777 Ballantyne Corp Place, Suite 305, Charlotte, NC 28277 to act on our behalf as it relates to coordination for the services and repair for all data systems and facilities for City of Durham, until we advise you otherwise. This includes arranging for technical support assistance, field engineer onsite support or software updates and upgrades as appropriate for all EMC/Dell/VMWare contracts.

We understand that all charges relating to equipment and service provided by you will be paid by us directly and are not the responsibility of IE.

We also understand that IE is not responsible for any delays on your part in providing the services and equipment by the specified date. Please notify IE of any situations that may jeopardize committed service times as they occur.

This authorization does not preclude our ability to act on our own behalf when we deem it necessary.

City of Durham		**Internetwork Engineering**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

ADDENDUM C

IE SUPPORT CONTACTS

Email: support@ineteng.com

Phone: (704) 540-5800 Option 3 or (877)514-5487

www.ineteng.com/contactus

Under "Contact:" drop down box select "Support"

PROVIDE THE FOLLOWING INFORMATION

Customer Name

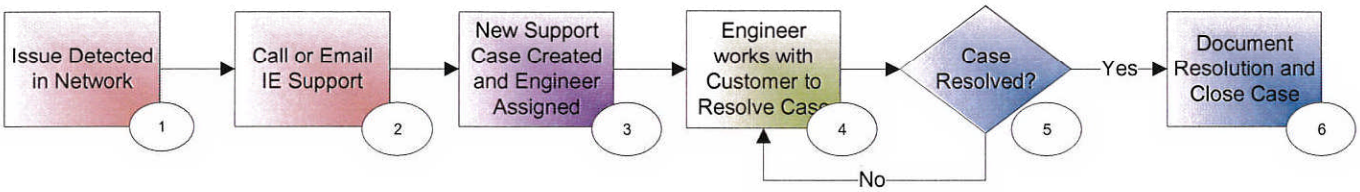
Company Name

Contact Information

Are they an existing IE Customer?

Outage priority (according to the list below)

Brief description of the outage



1	An issue is detected in the Customer's network; customer alerts IE or alerted by monitoring.
2	Contact with IE Support is made via email or the IE Support phone number.
3	IE initial response to the customer based on contract SLO and availability. IE Support assigns an Engineer to the case based on the issue type. The Customer receives notification of their support case number and engineer assigned.
4	The Engineer works with the Customer to resolve the issue.
5	The Customer and the Engineer review the solution and agree the case is resolved.
6	The Support Case is updated with the resolution and is closed.