

# A Statement of Work for Carahsoft Technology Corp. Voice Services

This Statement of Work is governed by the terms of the Rider Contract No. 21-DTS-R-592 dated March 21, 2021 to the NASPO Master Contract Number: AR2472 ("NASPO Contract") by and between Carahsoft Technology Corporation and County Board of Arlington County, Virginia ("Customer" or "County").



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This Statement of Work (SOW) is governed by the terms of the Rider Agreement No. 21-DTS-R-592 dated March 21, 2021 ("NASPO Contract") by and between Carahsoft Technology Corporation and County Board of Arlington County, Virginia ("Customer" or "County"). Subject to the terms of this Service Agreement and the NASPO Contract, Customer agrees to purchase Products or Services from CBTS Technology Solutions LLC ("CBTS" or Reseller") as set forth below.

Carahsoft Technology Corporation		County Boar	d of Arlington County, Virginia
By:	Docusigned by: Elaine Shadid	Ву:	Dr. SHUKON T. LEWIS
Print Name:	ETaine Shadid	Print Name:	Dr. Sharon T Lewis
Title:	Service Contract Specialist	Title:	Purchasing Division Chief
Date:	3/27/2023	Date:	3/28/2023
		Carahsoft Te	echnology Corp. Point of Contact:
		Name:	
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		E-Mail:	



## Section 1: Project Schedule / Timing

# 1.1 Methodology

CBTS will provide ITIL based Professional Project Management with a lead PM. CBTS requires Arlington to provide a lead Project Management resource from Arlington's Project Management Office to coordinate internal information gathering and expectations that CBTS needs to meet project timelines.

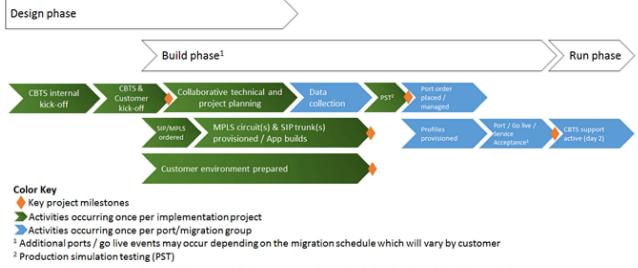
Adequate customer resources are critical to program success. Arlington commits to providing the necessary personnel, expertise, and access in a timely fashion required for project success. In CBTS' experience the following Arlington functions will be required for information transfer:

- Project Management
- Voice Engineering
- Network Engineering
- Facilities Management
- Operations Management

Project commencement will begin on the date mutually agreed upon by Customer and CBTS. Assuming the timely delivery of Arlington County user information, technical information and resource availability referenced above, CBTS believes preinstall planning, and solution design and proof of concepts can be completed 8 weeks from initial kick-off meeting. The first production installations can then begin.

CBTS understands that Arlington desires to have approximately 4,000 voice profiles migrated to Microsoft Teams Voice and/or Five9 Contact Center in a staggered deployment schedule. Based on CBTS' best practices and experience from previous deployments of large government organizations it should be noted that implementations of this scope and scale typically require 24 months or more, depending on scope, location and business unit priorities, availability of resources, porting complexity, etc.

Given these parameters the pace of this solution's installation is highly dependent on Arlington County's schedule. CBTS has found that with other projects of this scope install schedules are usually constrained by available customer project managers, on-site personnel, IT resources, or other elements beyond CBTS' control.



In a larger and/or phased deployment, the above schedule will still apply for the initial phase. However, the schedule will be extended for additional phases. For example, the Customer wants to cutover X amount of phones in Phase 1, X amount in Phase 2, X amount in Phase 3, etc.

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Name	Duration
Arlington County Total	24 Months
Initiation & Discovery	2 Months
Design & Configuration	3 Months
Implimentation	18 Months
Transition to Operations	1 Month

Project phases are based on scope and previous experience. Specific phase start and completions may change +/- 10% as Discovery progresses with the build of the project plan.



#### Section 2: Five9 Contact Center

#### 2.1 Service Definition

Five9 is a cloud-based contact center solution that delivers a trusted and reliable cloud contact center solution for customers.

# 2.2 Service Offering Details

The Five9 Contact Center (the "Service") offers customers the following:

- Web-based user interface for agents and supervisors
- Automatic Call Distribution (ACD)
- Real-time and historical reporting
- Geographic redundancy
- Skills-based routing
- Priority Routing
- Time of Day Routing
- Remote Agent capability

# 2.2.1 Agent Options

## 2.2.1.1 Concurrent Agent

This provides the Customer with the features listed above. The Concurrent Agent License allows for shared licenses and Customer only needs to purchase for the max number of agents Customer will have logged in and using the Service at one time.

## 2.2.1.2 Supervisor Agent

Provides the same ability as Concurrent Agent with the addition of multiple modes to monitor agents – from silent monitoring and whisper coaching to barge-in and random monitoring.

## 2.2.1.3 Administrative Agent

Facilitate the assignment of roles, reporting access, organize users into skill groups and assign user permissions.

## 2.2.2 Omnichannel Options

Deliver interactions to your agents, regardless of the customer communication channel, along with a "screen pop" that provides a complete picture of each problem before engaging customers. Omnichannel options include:

- Chat
- Email
- SMS
- Social
- Video

# 2.2.3 Outbound Dialer and Interactive Voice Response (IVR) Options

# 2.2.3.1 Automated Dialer Technologies

- Predictive Dialer Automate outbound dialing and increase the amount of time your agents spend talking to real
  prospects and customers, instead of dialing numbers.
- Power Dialer Automatically dial a user configured number of calls per available sales agent more efficiently and allow agents to focus on live connections instead of manual dialing.
- Progressive Dialer Automated dialing system that only connects agents to calls answered by a live person.

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- Preview Dialer Automatically deliver each contact record to agents based on your outbound campaign settings, business rules, and best practices.
- TCPA Manual Touch Mode Enhance preview dialing by removing automatic dialing without agent involvement.

## 2.2.3.2 Interactive Voice Response

Five IVR enables customers to self-serve over the phone with dual tone multi-frequency (DTMF), speech enabled IVR, or through a visual IVR from web or mobile devices.

## 2.2.4 Integrations

Five9 provides pre-built CRM (customer relationship management) integrations into market-leading CRM applications to empower users with turnkey contact center capabilities optimized within the CRM of your choice. The following CRMs have native integrations enabled:

- Salesforce
- ServiceNow
- Microsoft Dynamics
- Oracle ServiceCloud
- Netsuite
- Velocify
- Zendesk
- Web-based CRMs

## 2.2.5 Workforce Optimization

## 2.2.5.1 Call Recording

Audio call recording that will provide Customer a basic level recording and search ability. Call Recording is available with the following storage options:

- Thirty (30) calendar days
- Two (2) months
- Three (3) months
- Four (4) months
- Five (5) months
- Six (6) months
- Twelve (12) months
- Thirteen (13) months
- Twenty-four (24) months

Additionally, Customer has the option to export their Call Recordings to their own storage.

# 2.2.5.2 Quality Management

This expanded feature pack replaces the Call Recording feature set and is a valuable tool for managers and executives. Quality Management adds a deeper layer of call monitoring and quality assurance by including functions for audio and screen recording, agent performance evaluation, and extensive reporting.

Manual and Automated Pause & Resume options are available but require scope and design efforts.

#### 2.2.5.3 Workforce Management

Workforce management is a dashboard that provides contact center supervisor(s) with strategic oversight to call volumes, trends and resource planning tools.

- Forecast staffing levels based on volume and capacity
- Dynamic scheduling for a modern approach to staffing
  - Align the agent's scheduling desires with the staffing needs of the business



Shift bids or agent preferences with supervisory oversight

## 2.2.5.4 Call Analytics & Call Analytics w/ Transcription

Expanding on the basic or Quality Management package, Call Analytics includes four analytics features that enable managers and executives to analyze and act to improve their company's customer interactions based on accumulated data in the contact center.

## 2.3 Installation and Maintenance

## 2.3.1 Service Implementation Roles and Responsibilities

The table below describes the implementation responsibilities of Customer and of CBTS. An "X" is placed in the column of the party that will be responsible for performing the task.

Customer may request CBTS assistance with any of these tasks via Contract Change Request (CCR).

Activities	CBTS	Customer
Configure User Agent	X	
Configure Contact Center Departments	X	
Configure Agent Desktop (Web Based)	X	
Provide detailed configuration of IVR scripting		X
Provide user requirements for configuration		X
Configure IVR and Precision routing	X	
Manage the service implementation project	X	
Identify a Customer single point of contact (CSPOC) who will manage Customer-related activities associated with the service implementation		X
Manage Customer-related activities associated with the service implementation project (CSPOC)		X
Review the post-implementation CBTS operational support processes (Welcome Letter) with Customer	Х	
Relay CBTS operational support processes (e.g., CBTS Welcome Letter) to any affected employees and align existing Customer processes to the CBTS support operations (if applicable)		X
Provide & review network requirements document with Customer	X	
Provide CBTS with prior notice of any Customer-owned data that is specially controlled or regulated to which CBTS may have access, the location of such data in relation to CBTS' scope of work, and any requirements Customer has of CBTS with respect to such data.		X
Complete Customer-network & Customer-facilities readiness project(s) (if applicable)		Х
Define cutover groups and priorities		Х
Define end-user communication strategy & plan		Х



Activities	CBTS	Customer
Provide CBTS with explicit instructions that CBTS will perform whether included in the Service(s) or via CCR in support of Customer's data security, data privacy, or other regulatory or legal compliance needs.		X
Promptly notify CBTS via CCR of any changes in scope related to Customer's data security, data privacy, or other regulatory or legal compliance needs.		X
Manage CBTS and overall Cutover / Port / Go live event(s)	X	
Manage Customer-related activities supporting a Cutover / Port / Go live event(s)		X
Configuration Acceptance (Customer will sign off on CBTS' proposed Consult and Design details in "Requirements Design" and "Technical Design" documents)		X
Service Acceptance (Customer will sign off to indicate that the features and functions are working per the contract)		X

## 2.3.2 Up-front Service Configuration: Statement of Work to Define Scope

During the Discovery phase, CBTS will conduct a deep dive of Customer's network, systems, and environment to determine requirements. CBTS will create a Design and Build Plan to outline the scope of work and estimate any additional non-recurring charges (NRCs) required to configure Customer's contact center. CBTS and Customer will in good faith negotiate from the Design and Build Plan document to a mutually agreeable scope of work and timeline.

Customer may request changes to agreed-upon configuration or implementation, subject to approval once requested.

## 2.3.3 Professional Services Fees

If Customer is purchasing an enhancement application such as, but not limited to Workforce Management, Workforce Optimization, Quality Management, integration clients, enhanced IVR, or any additional "out of scope" development, a separate professional services engagement quote will be required outside of the pricing listed in the Pricing Table. Out of scope items will be charged for time and materials. If Customer approves the quote a mutually agreed upon CCR or separate SOW will be required.

## 2.4 Service Level Management

The sections below include Service Level Management information for Core Availability and Incidents. This includes Service Level Objectives (SLOs), which are time frames in which a service is expected to be delivered.

## 2.4.1 Core Availability

Five9 will be available 99.99%. "Available" means that CBTS, in partnership with Five9 Inc., can successfully send and receive packets to the VoIP core network on a 15-minute interval. This calculation excludes planned events, such as upgrades and maintenance.

## 2.4.2 Incidents Management

Incidents are the result of service failures or interruption. Incidents are assigned priorities based on the impact and urgency of the failure or interruption. Incident Management is a process to restore normal Service(s) operation as quickly as possible and to minimize impact on business operations.



# 2.4.2.1 Service Level Objectives

The following table includes SLOs for Incident Management.

Priority	Time to Respond
Priority 1	15 Minutes
Priority 2	30 Minutes
Priority 3	30 Minutes
Priority 4	1 Hour

The following assumptions are prerequisite for the Incident Management SLOs:

- A Customer-provided resource must be available to approve configuration changes (e.g. Emergency Change Approval).
- Priority 1 and Priority 2 events are addressed 24x7x365 1.4.2.2

## 2.4.2.2 Incident Priority Definitions

The following table includes definitions of the Incident priority levels.

Priority	Priority Definition
	Any one of the criteria below with no business process work-around available:
Priority 1:	1) Total Outage of Entire Service: Total outage of the entire Service.
Business Critical	2) <b>Total Outage of Site During Business Hours:</b> Total outage of an entire site during site's normal hours of operation.
Incident	3) Outage of Service within a Critical 24x7 Site: Outage of entire Service or outage of individual application within the Service at a Critical 24x7 site that presents a high business impact for Customer as defined by the inability to perform a critical business function.
	Any one of these criteria:
Priority 2: Urgent	1) <b>Total Outage of Site Outside of Business Hours:</b> Total outage of an entire site outside of site's normal hours of operation.
Incident	2) Total Outage of Service Application: Outage of individual application within the Service.
	3) Partial Outage of Service Application: Partial outage of individual application within the service.
Priority 3:	Any one of these criteria:
Normal Incident	1) <b>Performance or Efficiency Concerns:</b> Incidents affecting the efficiency of the normal business operation or of an individual user.
	2) Total Outage of Individual User: Incidents that impact a single end user.
Priority 4:	Any one of these criteria:
Scheduled or Out of Scope	<ol> <li>An Incident that can be handled on a scheduled basis that extends beyond normal standard SLOs. The Incident may require an extended resolution time but does not prohibit the execution of productive work.</li> </ol>
Incident	2) Incidents related to non-standard or non-supported applications or hardware where there is no impact to Customer's critical business functions.



Priority	Priority Definition
	3) All Incidents requesting support outside the current contractual support hours. Customer will be charged for time and materials.
	4) Out of scope requests. See Section 2.3.3, Professional Services Fees for further details.

# 2.5 Service Level Agreements (SLAs)

The SLAs below apply to Incident Management.

## 2.5.1 Incident Response Time SLA

Initiation, Measurement, and Closure: Response Time measurement begins when: (i) an Event is triggered by a CBTS monitoring system; (ii) when CBTS receives a telephone call placed by the Customer to the CBTS Enterprise Network Operations Center (ENOC) to notify CBTS of an Event; or (iii) when the Customer creates a numbered ticket on the CBTS Service Management Portal to report an Event. Response Time measurement ends when the CBTS Service Management tool has issued a numbered ticket. If multiple associated Events are caused by a single Incident at approximately the same time, the Response Time measurement for those alarms will be satisfied by the issuance of the first numbered ticket in the CBTS Service Management Tool.

If Response Time to an Incident fails to meet the applicable SLAs or SLOs, then that Incident will count against the Service Level Attainment percentage for the month.

Tickets will be reported in the calendar month that they are closed in the ticketing system.

**Compliance Calculation:** Response Time compliance for Service Level Attainment will be calculated, for a given month, as follows:

SERVICE LEVEL ATTAINMENT PERCENTAGE EQUALS TOTAL INCIDENTS MEETING SLO FOR THE MONTH PER PRIORITY LEVEL DIVIDED BY THE TOTAL NUMBER OF INCIDENTS FOR THE MONTH PER PRIORITY LEVEL.

**Service Level Attainment Thresholds and Default:** Based on the table below, if a Service Level Attainment % drops below the minimum applicable to a priority level, then it results in one (1) Service Level Default for CBTS (a "Service Level Default").

Priority Level	Minimum Service Level Attainment %
Priority 1	95%
Priority 2	90%
Priority 3	85%
Priority 4	80%

**Minimum Target:** In the event that the volume of tickets during the calendar month is less than ten (10) tickets, the calculation to determine compliance with this Service Level Attainment described in the preceding paragraph will be modified as follows: CBTS may not miss more than one (1) Response Time SLO during the calendar month. In such circumstances, the results will be reported as the absolute number of missed tickets during the calendar month, instead of the percent of tickets missed.

#### 2.5.2 Service Level Penalties for Failure to Perform

In the event that CBTS fails to meet the Service Level Attainment set forth in this Five9 Supplement, it will incur financial penalties and Customer will receive billing credits as set forth below. CUSTOMER'S SOLE REMEDY FOR A SERVICE LEVEL ATTAINMENT DEFAULT IS RECEIPT OF A CUSTOMER BILLING CREDIT.

The Service Level Attainments become applicable when a Configuration Item or Service has completed the CBTS Service Transition process.

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**Monthly Service Level Defaults:** Service Level Defaults will be summed together for the month and are cumulative across all Services provided to the Customer and across Incident priority levels.

**Customer Billing Credits:** The Customer is entitled to a billing credit if CBTS has two (2) or more Service Level Defaults in any single month. Customer billing credits will be issued by CBTS based on the following table.

Service Level Defaults	Customer Credit
0-1	0% of monthly service charge
2-3	5% of monthly service charge
4-5	10% of monthly service charge
6 or more	15% of monthly service charge

**NOTE:** Maximum cumulative penalties not to exceed 15% of the monthly service charge (MRC). MRC associated to CPEaaS is excluded from the monthly service charge that is used to calculate a service credit.

## 2.5.3 Excused Performance; Service Level Attainment Assumptions/Exceptions

CBTS will not be responsible for any Incidents and its performance shall be excused to the extent such Service Level Default is attributable to the assumptions or exceptions below:

Item	Assumption/Exception	Definitions
1	Customer Connectivity	Issue due to connectivity between: Customer's network (LAN/WAN) and CBTS.
2	Customer Hardware	Issues due to Customer owned hardware (e.g. Customer owned laptop/desktop, Customer owned phone, or Customer owned headsets).
3	Scheduled	Scheduled events at the request of any authorized Customer resource or convenience that goes beyond the SLA (Service Level Attainment) window.
4	Facilities	Outages caused by facilities issues (equipment, power, air handlers, etc.)
5	Responsibilities	Any outage caused by a Customer employee that has explicit responsibility; trouble tickets opened by Customer by mistake; any failure by Customer to perform its/their responsibilities under this SOW or any other agreement with CBTS.
6	Customer-Provided Maintenance	Lack of hardware and/or software maintenance after any applicable vendor warranty period expires.
7	Start-up Grace Period	When CBTS has completed necessary preparations to provide the Service, Customer must execute CBTS' "Service Acceptance" document. SLAs (Service Level Attainment) will go in effect 45 Calendar days after the completion of Service Acceptance (as a ramp-up period for operations and reporting) or as mutually agreed upon between Customer and CBTS. Service will be offered on a "best-effort" basis during the ramp-up period. Note: The above SLAs (Service Level Attainment) will apply only to new requests submitted into the queue after 45 Calendar days from the date of Service Acceptance.
8	Access to Systems	Customer will provide appropriate access to systems
9	Customer Instructed Change	Outages that are caused by Customer-instructed Changes that are not approved by CBTS or third-party manufacturer.



Item	Assumption/Exception	Definitions
10	Infringement	Infringement of third-party proprietary rights by Customer, or Customer's vendors or subcontractors.
11	Illegal Conduct	Willful misconduct or violation of law by Customer, or Customer's vendors or subcontractors.
12	Force Majeure	Any Force Majeure event to the extent it impacts CBTS's ability to perform the Services

# 2.6 Customer Obligations

Customer agrees to comply with CBTS' policies respecting the Service, as provided from time to time, or to which Customer is directed when using the Service. While using the Service, Customer shall not transmit or otherwise distribute information constituting or encouraging conduct that is deemed a criminal offense or gives rise to civil liability, or otherwise use the Service in a manner which is contrary to law or CBTS' policies.

# 2.7 Suspension or Cancellation of Service

Without incurring liability, CBTS reserves the right to immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block Service to a particular authorization code, if it deems such action is necessary, either to prevent improper use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or services.



# Section 3: Microsoft Teams Voice Expectations & Responsibilities

## 3.1 Definitions

For purposes of this Microsoft Teams Voice supplement, the "Service" shall mean the Microsoft Teams Voice service, including all other related features, products and services provided by CBTS under the pricing plan that Customer has selected. Microsoft Teams Voice from CBTS is an enhanced SIP (Session Initiated Protocol) service that allows customers to leverage their Microsoft Teams service and connect with CBTS' SIP service to allow additional PBX functionality, as well as provide customers with connectivity to the Public Switch Telephone Network (PSTN).

CBTS will also utilizes premium users from the Hosted UC product offering to facilitate DR (disaster recovery) call routing for each critical site identified by the customer.

# 3.2 Customer Obligations

## 3.2.1 Microsoft Licensing

All Microsoft licensing is independent of the pricing and Services referenced in this Agreement. The Microsoft licensing outlined in this section must be obtained by the Customer through Microsoft or its Cloud Solution Provider (CSP). CBTS assists with adding/updating Microsoft licensing only when CBTS is Customer's Microsoft CSP.

- User Licensing Configuration of Microsoft Teams Voice requires End Users to be provisioned with the appropriate Microsoft Licensing that includes access to the Microsoft Teams Phone system.
- Common Area Licensing Customer must procure the necessary Microsoft licensing for each Common Area device being provisioned on Microsoft Teams Voice.
- Auto Attendant & Call Queue Licensing Customer must procure the necessary Microsoft licensing for Auto Attendants & Call Queues being provisioned on Microsoft Teams Voice.

#### 3.2.2 Microsoft Tenant Access & Management

Customer agrees to provide and grant to CBTS all reasonably necessary access and administrative rights to its Microsoft Tenant in order for CBTS to install, configure, and/or support the Microsoft Teams Voice solution.

## 3.2.3 Acknowledgement of Partner of Record

Customer acknowledges and agrees that CBTS will be designated as a Partner of Record for Customer and will seek association to the Microsoft Customer Tenant ID. This enables Microsoft to recognize CBTS as the Customer's Partner in the event that CBTS needs to engage Microsoft. This also ensures that CBTS is granted necessary access & visibility to the Customer's Microsoft Cloud. Multiple Partners may be associated to the same Customer for different Microsoft workloads or services, but Customer may only have one Partner of Record per service/workload.

## 3.2.4 Bandwidth and Wiring

Customer is responsible for supplying bandwidth of adequate quantity and quality to accommodate all of its data and voice transport.

## 3.2.5 IT Vendors

Unless otherwise provided from CBTS, Customer is responsible for communicating with its Phone and IT Vendors about any Service change and ensuring the Phone and IT Vendors are present at the proposed time and date of the Service cutover. CBTS will notify Customer at least five (5) Calendar days prior to the actual cutover date to allow Customer to coordinate with its Phone and IT Vendors. CBTS is not responsible for any configuration to Customer's phone system or any data network re-configuration. The cost of phone and network re-configuration will be the sole responsibility of the Customer. If the Customer does not have an IT or Phone Vendor, CBTS will provide a quote to perform services or will refer the Customer to a CBTS-approved Vendor. CBTS will charge a late fee of \$150.00 to Customer if Customer fails to communicate any cutover date changes in writing (email) to CBTS at least forty-eight (48) hours in advance of the scheduled cutover date.

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## 3.2.6 Repair

Prior to requesting repair service from CBTS, Customer will use commercially reasonable efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of Customer's equipment or facilities or with the Microsoft Teams service. Customer shall be solely responsible for any such issue resulting from Customer's equipment or facilities or the Microsoft Teams service. Customer will cooperate with any joint testing of Service reasonably requested by CBTS.

## 3.3 Installation and Maintenance

## 3.3.1 Implementation

The table below describes the implementation activities and responsibilities between the Customer and CBTS. For cases where the Customer would like CBTS to complete any activities belonging to the Customer or for anything over and above what is stated below, the parties can execute a Contract Change Request (CCR) describing the additional scope, cost, or schedule impacts (if any).

Activities	CBTS	Customer
Perform Site Readiness Assessment		X
Manage the CBTS portion of the implementation project	X	
Manage the Customer-related activities associated with the implementation project		X
Assign Customer project team members		X
Determine and approve the schedule and associated resource plan	X	X
Review the post-implementation CBTS operational support processes (Welcome Letter) with Customer	X	
Relay CBTS operational support processes (Welcome Letter) to any affected employees and align existing Customer processes to the CBTS support operations (if applicable)		X
Review network requirements document with Customer	X	
Complete Customer-network and Customer-facilities readiness project(s) including Quality of Service (if applicable)		X
Provide existing Customer phone carrier account information for DID (Direct Inward Dial Number) porting (if applicable)		X
Review Customer phone carrier account information for DID porting (if applicable)	X	
Review DID porting constraints with Customer (if applicable)	X	
Define cutover groups and priorities		Х
Define end-user communication strategy and plan		Х
Sign letter of authorization (LOA) for porting (if applicable)		X
Gather Customer voice and call routing requirements	X	



Activities	CBTS	Customer
Manage port order per the Customer defined cutover groups and priorities	X	
Create new user in Azure Active Directory (Azure AD)		X
Assign Microsoft License for end users (includes Phone System add-on when applicable)		Х
Assign administrator roles per user		Х
Password Resets		Х
Configure Emergency Call Routing Policies	Х	
Configure emergency addresses in Teams Admin Center		Х
Define network topology in Teams Admin Center		Х
Provision the CBTS Microsoft Teams Voice service in Customer's Microsoft tenant	Х	
Assign Direct Inward Dial (DID) per user	Х	
Assign voicemail per user (when applicable)	Х	
Create Call Queues	Х	
Create Auto Attendants	Х	
Assign Resource Account numbers	Х	
Procure Virtual User licenses (when applicable)		Х
Create Voice Routing policies	Х	
Create and assign Calling Policies	Х	
Create and assign Caller ID policies	Х	
Create Dial Plans	Х	
Gather designated emergency contacts for each physical service location		Х
Assign Emergency Calling Policies in Teams Admin Center	Х	
Configure Holidays schedule (when applicable)	Х	
Management of MS Teams and any related settings & policies		Х
Management of Teams apps and any related settings & policies		Х
Management of Meetings and any related settings & policies		Х
Management of Messaging policies		Х



Activities	CBTS	Customer
Configure and test phones and profiles	X	
Ship phones to Customer location	X	
Storage of phones in secure location at Customer location		Х
Manage CBTS and overall Cutover / Port / Go live event(s)		
NOTE: Port is to occur during Normal Porting Hours. Requests for ports to occur outside of Normal Porting Hours will require a CCR. The cost for porting numbers outside of Normal Porting Hours can be up to \$500.00/hour. CBTS will pass through charges from the carrier(s) to the Customer.	×	
Manage Customer-related activities supporting a Cutover / Port / Go live event(s)		Х
Service Acceptance		Х

## 3.3.2 Implementation One-Time Fees

Implementation Charge Base Rate is defined per user in the Service Pricing Table. Implementation/One-time charge does not cover Project Management work outside of CBTS' normal business hours, which are defined as 8am-5pm local time Monday-Friday. Work performed during weekday after hours will be billed to Customer at 1.5X the Installation Charge defined in the Service Pricing Table. An additional fee will be charged to Customer for a CBTS resource to complete the after-hours work at a rate of \$350 for the first two hours, and \$150 per hour for each subsequent hour. Implementation work performed on weekends, defined as the hours between Friday 5pm local time and Monday 8am local time, will be billed to Customer at 2X the Installation Charge as defined in the Service Pricing Table. An additional fee will be charged to Customer for a CBTS resource to complete the weekend work at a rate of \$500 for the first two hours, and \$200 per hour for each subsequent hour.

CBTS will charge a cancellation fee to the first Customer bill if Customer cancels within twenty-four (24) hours of the scheduled implementation without prior notice.

Charge Description	One-Time Fee Per Location
Site Survey	\$350
Implementation Cancellation Fee	\$350

#### 3.3.3 Hardware Installation

CBTS will be responsible for coordinating the shipment of the rented and/or purchased hardware listed on the Pricing & Services page of this agreement. CBTS will ship the hardware directly to the Service Location listed on the agreement. If an alternative shipping address is required, the Customer must provide that address to the CBTS Project Manager during the Project Kickoff Call.

Phones: Unless the Customer has paid for professional on-site installation, the Customer is responsible for the installation of all devices being purchased and/or rented from CBTS.

Miscellaneous Equipment: CBTS will coordinate an installation technician to arrive onsite to install any overhead paging, door buzzer, or analog strobe light units purchased and/or rented from CBTS. The technician will not install phones unless the Customer has paid for professional on-site installation.

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## 3.3.4 Professional On-Site Implementation

CBTS can provide on-site implementation of Teams devices for an additional charge. If a Customer elects to pay for professional on-site installation, the charges will be listed on the pricing & services page of this agreement.

CBTS will ship devices to the Customer's service location and customer will be responsible for storing the devices until the onsite installation. On the day of installation, a CBTS Technician or a third party contractor selected by CBTS will be dispatched to the Customer's service location and will be responsible for placement/installation of the devices. The Customer is responsible for all wiring and jacks at their location.

When installation is finished, Teams devices will load to a Teams Login screen where 365 credentials for the device must be entered to complete the activation. It will be the responsibility of the Customer to sign into the devices with the necessary 365 credentials. CBTS will at no point have access to any of the Customer's 365 login credentials so this login step must be completed by the Customer.

When a Customer requests that CBTS install CBTS Provided Equipment on its premises, and CBTS or a third-party contractor selected by CBTS is unable to install due to incorrect reporting of site viability, CBTS and/or the third-party contractor will perform a site survey while at the Customer location(s). Customer is responsible for correctly and accurately submitting information to CBTS as requested to verify site readiness. If a site survey is required, a Site Survey charge will be applied to the first Customer bill as indicated in the chart above. Customer understands and agrees that while CBTS will conduct the site survey, CBTS is not responsible for completing the required work to ensure the Site Readiness Document can be finalized.

If CBTS and/or a third-party contractor is unable to install on the scheduled installation date due to incorrect reporting of site viability or turn away at Customer request, CBTS will charge to Customer a repeat visit charge in the amount of the Installation Charge Base Rate.

## 3.3.5 Professional Services Engagements

CBTS can provide Professional Service Engagements to customers who seek assistance with Microsoft Phone System tasks/responsibilities that fall outside the services outlined in this SOW. These PS engagements are billable on a time/materials basis.

A Customer seeking additional assistance with the Microsoft Phone System should contact their CBTS Account Manager for a pricing quote. CBTS will not begin work on PS Engagement requests until a customer has reviewed and signed the pricing quote.

## 3.3.6 End User Training

If customer elects to pay for End User Training, CBTS can facilitate based on the following criteria.

- Customer can choose quantity of sessions. Costs per session will be listed on the Pricing/Services page of this
  agreement.
- Each training session is up to 90 minutes with a maximum capacity of 200 participants.
- Training Agenda topics include
  - PSTN Calling Overview in Teams Application
  - Calling on Supported Teams Handsets (Poly CCX Series and Yealink MP Series of Handsets)
  - Overview of Placing/Receiving Calls, Holding and Resuming Calls, Blind Transfer, Consultative Transfer, Voicemail, Greetings, Conference Calls, Park and Pickup
  - Training sessions will not cover features of the Microsoft Teams app unrelated to PSTN calling. However, the trainer will be able to answer questions regarding the following should the customer request specific guidance or questions:
    - Downloading/Installing/Signing into the Teams app
    - Teams App Quick Tour
    - Contacts
    - Messaging
    - Scheduling & Hosting Meetings



## 3.3.7 Maintenance Charges

Additional maintenance charges will apply if Customer requests CBTS to send on-site personnel to perform troubleshooting and it is determined that the need for maintenance was caused by Customer or Customer's equipment.

# 3.4 Service Level Agreement

## 3.4.1 Service Level Objectives

The following table includes SLOs for Incident management. CBTS will be responsible for PSTN Connectivity only. All other service incidents are out of Microsoft Teams Voice scope. For clarity, "PSTN Connectivity" constitutes the ability for Customer to reach the Public Switch Telephone Network (PSTN) for inbound/outbound calling.

Priority	Time to Respond	Time to Repair	Time to Repair – Requires Dispatch
Priority 1	1 Hour	6 Hours	8 hours + travel time
Priority 2	2 hours	48 Hours	72 hours – travel time
Priority 3	4 Hours	5 Business Days	7 Business Days
Priority 4	1 Business Day	10 Business Days	12 Business Days

#### Notes:

- The aforementioned SLOs are applicable only to U.S. and Canada locations.
- For Hawaii and Alaska locations, an additional two (2) hours will be added to SLO for Time to Repair and Time to Repair Requires Dispatch. International locations are excluded from SLOs.

The following assumptions are used for the Incident management SLOs:

- A Customer-provided resource must be available immediately to CBTS
- Issue must be related to Microsoft Teams Voice and not the Customer-provided connectivity.
- Priority 1 and Priority 2 events are addressed 24x7x365

#### 3.4.2 Incident Priority Definitions

Incident priority levels are defined in 2.4.2.2.

## 3.4.3 CBTS PSTN Core Availability Service Level Attainment

CBTS guarantees that the VoIP core network on which CBTS maintains the Microsoft Teams Voice Service will be reachable 99.9%. "Reachable" means that CBTS can successfully send and receive packets to the VoIP core network on a 15-minute interval. For each 1.0% below the 99.9% stated availability for an individual Customer location in a given calendar month, CBTS will credit Customer 10% of Customer's Microsoft Teams Voice monthly recurring charges for the Customer location in question, up to 30% in total.

## 3.4.4 Teams and Microsoft Online Services Service Level Attainment

CBTS is not responsible and will not issue credits for an outage to Microsoft Teams/Microsoft Online Services. SLAs/SLOs associated with Microsoft Teams are governed by the Customer's licensing agreement with Microsoft and/or the Customers' designated Microsoft Cloud Solution Provider (CSP).

## 3.4.5 Phone Replacement Service Level Attainment

CBTS will use commercially reasonable efforts to respond to any inoperable phone equipment within four (4) hours after Customer has notified CBTS that such device is inoperable by opening a trouble ticket with Advanced Technical Services Team. If such device remains inoperable for more than two (2) business days after Customer has notified CBTS that such device is inoperable, CBTS will ship a new device to the Customer at no additional charge. CBTS will be responsible for

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replacement of all CBTS provided hardware, with the exception of cordless phone batteries, due to damage, defect, or malfunction, regardless of root cause for failure.

## 3.4.6 Service Change Request Service Level Objectives

CBTS will provide resources to assist customers with the following types of modifications to the Microsoft Teams Voice service. Requests will follow the SLO targets below for completion of the requested work.

- Activation of new users/Teams devices 3 business days
- Call Routing Configuration Changes (End-user Config Changes, Call Queues, Auto Attendants) 5 business days
- Removal of users and/or cancellation of service 15 business days
- Any request that involves porting of a phone number to CBTS 15 business days

Customers seeking assistance with other types of changes to the Teams Phone System should please reference the Professional Services Engagements section of this supplement.

## 3.4.7 Exceptions

The standards described herein do not include periods of non-attainment resulting in whole or in part from one or more of the following causes: (i) any act or omission by Customer, its contractors, agents, or any other entity over which Customer exercises control or has the right to exercise control; (ii) scheduled maintenance; (iii) labor strikes; (iv) Force Majeure events; (v) any act or omission on the part of a third party; (vi) caused by third party equipment, software or service not provided by CBTS, and (vii) first month of Service for this particular service element.

#### 3.5 Voice Services

## 3.5.1 SIP Call Paths & Concurrency

Session Initiation Protocol (SIP) trunking is a service offered by a communications service provider that uses the protocol to provision voice over IP (VoIP) connectivity between an on-premises phone system and the public switched telephone network (PSTN). SIP is used for call establishment, management and teardown. As part of Microsoft Teams Voice, CBTS provides PSTN Connectivity from the CBTS VOIP Core to the customer's Microsoft PBX. The SIP trunk is terminated in the CBTS Core by CBTS owned and managed Session Border Controllers. CBTS maintains a centralized and consolidated dial-plan with the customer's DIDs routing to either Microsoft PBX auto-attendants, call queues, end-user Microsoft Teams applications, or Microsoft Teams certified handsets.

During the initial activation of service, CBTS will provide concurrent call paths to the customer at a ratio of one call path for every ten contracted Microsoft Teams Voice users. Each call path allows for delivery of one PSTN call to the customer's Microsoft PBX environment at any given time. CBTS will monitor the customer's call path utilization and will proactively provide additional concurrency if customer begins utilizing more than 80% of their available call paths. Any additional call paths will be provided by CBTS to the customer at no additional charge.

## 3.5.2 Domestic Long Distance Usage Rate

CBTS provides Microsoft Teams Voice users with unlimited domestic long distance calling. This applies to calls terminating in the continental United States. CBTS unlimited calling is designed for normal commercial use and is not designed for organizations such as, but not limited to, call centers, resellers, or telemarketers. Unauthorized or Excessive Use will result in Customer being charged the market long distance rate per minute or placed on a purchasable long distance bucket plan. Excessive Use is defined as either (i) an average of outbound domestic long distance exceeding 2,000 minutes per total users (combination of Microsoft Teams Voice users and Common Area phones) per month, or (ii) inbound domestic toll-free calling exceeding 250 minutes per total users (combination of Microsoft Teams Voice users and Common Area phones) per month.

## 3.5.3 International Voice Usage Rates

CBTS' international voice service usage rates, which vary by country, are updated quarterly. To view the international voice service usage rates, please visit altafiber.com or the specified web address as follows: <a href="https://www.cbts.com/international-long-distance-rates/">https://www.cbts.com/international-long-distance-rates/</a>.

By default, all international long distance will be blocked. If Customer requires international long distance dialing to be enabled, Customer must sign an international waiver form.



## 3.5.4 Call Increments and Rounding

Non-calling card interstate and intrastate outbound and inbound calls are billed in one thirty (30) second increment with six (6) second additional increments thereafter. All calls are rounded up to the nearest cent.

#### 3.5.5 Service Activation

CBTS (i) shall use reasonable commercial efforts to commence provisioning of services to Customer on or before the Service Activation Date, which is scheduled to be the first date of order activation; and (ii) is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested. Usage charges shall be based on (i) the rates for services set forth herein, as applicable; and (ii) actual usage of CBTS' network from establishment of a connection between the calling telephone and the called telephone to termination, as determined in CBTS' sole discretion.

## 3.5.6 Short Duration Call Penalty

Notwithstanding anything to the contrary herein, if the percentage of Customer's completed calls that are equal to or less than six (6) seconds in length for any billing cycle meets or exceeds ten percent (10%), CBTS may charge an additional \$0.02 for each Short Duration Call during such billing cycle (excluding those Short Duration Calls under the Short Duration Percentage Threshold).

## 3.5.7 Automatic Dialer Devices

Customer acknowledges and agrees that use of auto dialers, predictive dialers or other devices that generate automated outbound calls in conjunction with products and services provided under this Microsoft Teams Voice Supplement is strictly prohibited. CBTS may, in its sole discretion, suspend service for issues pertaining to network congestion due to Customer's use of these devices, revise the pricing herein, or terminate service under this Microsoft Teams Voice Supplement immediately.

# 3.6 Bring Your Own Device (BYOD) Service Limitations

As a subscriber to the Microsoft Teams Voice service if Customer elects to bring its own managed device(s) ("BYOD Device"), Customer is hereby informed of and acknowledges the limitations that could be present with bringing devices from another service provider or sourcing the equipment outside of CBTS.

Customer Managed BYOD Device is defined as all hardware including but not limited to handset, phone cord, power cord, stand/wall mount, and side car.

Customer acknowledges that the configuration, installation and management (including ongoing firmware upgrades and security patches) of any Customer Managed BYOD Device is the sole responsibility of the Customer. Customer understands that CBTS will not provide feature/functionality support for these devices. Hardware-specific functionality is the sole responsibility of the Customer to configure, manage, and support.

CBTS cannot guarantee that the BYOD Device being added to the Service will migrate to CBTS without effort. Customer acknowledges that it may be required to factory reset or manually provision each device. Customer understands that factory resets and manual provisioning could result in locking the BYOD Device to the point that it cannot be used with any service. Customer acknowledges and agrees that Customer assumes full liability for risks including, but not limited to, the partial or complete loss of Customer and personal data due to a system crash, errors, bugs, and/or other software or hardware failures, or programming errors that render the Customer Managed BYOD Device unusable.

If a Customer Managed BYOD Device breaks for any reason, Customer agrees that replacement of the BYOD Device is the sole responsibility of the Customer.

Customer is hereby informed that any professional/on-site installation option agreed upon within the contract is limited to the installation and configuration of CBTS-supported devices purchased through CBTS, and does not include any BYOD Device.

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## Section 4: SD-WAN Expectations & Responsibilities

#### 4.1 Definition

## 4.1.1 Software Defined Wide Area Networking (SD-WAN)

An SD-WAN service utilizing (1) a network of gateways running proprietary gateway software deployed in the CBTS network and/or third-party data centers, (2) proprietary branch edge devices ("Edges") installed at customer premise locations, and (3) a proprietary network-connected orchestrator (the "Orchestrator") for centralized configuration, monitoring and provisioning of virtual services, and orchestration of the data flow through the cloud network.

#### 4.1.2 SD-WAN Service

Consists of: (i) a subscription(s) provided by CBTS to use SD-WAN software, (ii) to use hardware products provided to Customer for use in connection with the SD-WAN Service, and (iii) CBTS management and support of the SD-WAN network infrastructure for the SD-WAN Service.

# 4.2 CBTS General Responsibilities and Obligations

The SD-WAN service combines elements of managed software defined networking, wireless networking, and network security. CBTS will provide SD-WAN to a variety of customers and customizes its delivered services based on the requirements provided by each. Customer grants to CBTS the right to provide certain network and telecommunications equipment and service at Customer's location(s).

Generally, CBTS will (a) monitor and manage network architecture, and work with customers to resolve connectivity issues as it pertains to network access; (b) manage the Service Call / Incident queue for requests, issues coordination, and communication/resolution, and follow-up on all appropriate tickets outside of accepted operating levels; and, (c) assign qualified resource(s).

Service Incidents are defined as incidents that are the result of service failures or interruption. Incidents are assigned priorities based on the impact and urgency of the failure or interruption.

## 4.2.1 Managed SD-WAN Service

CBTS will provide management for the Customer network that consists of leased Customer Premise Equipment (referred to as "CPE") leased to the Customer. The following RACI (responsible, accountable, consulted, and informed) chart outlines the roles and responsibilities for common network management activities:

	Customer	CBTS
Remote monitoring of leased CPE SD-WAN Equipment (24x7)	I	R, A
Completing network MAC requests (work requiring less than 30 minutes of work to complete)	I, C	R, A
Completing additional network Project Requests (work requiring greater than 30 minutes of work to complete and identified by a Statement of Work)	l, A	R, C
Software/firmware upgrades and updates	I, C	R, A
In-life support, tier 1 through tier 4 support	I, C	R, A
Site cabling	R, A	C, I
Management and/or monitoring of customer-owned CPE (equipment not part of the SD-WAN product)	R, A	I, C



NOTE: "R" means responsible, "A" means accountable, "C" means consulted, and "I" means informed.

## 4.2.2 Software Defined Networking

CBTS will provide network services for the customer network that consists of the CPE leased to the Customer. The following RACI chart outlines the roles and responsibilities for common network management activities:

	Customer	CBTS
Network Design Specifications (Equipment not a part of the SD-WAN service)	R, A	C, I
Network Design Specifications (SD-WAN Equipment)	I, C	R, A
LAN Configuration	I, C	R, A
Firewall Security Configuration and Service Requirements (not a part of SD-WAN)	R, A	C, I
Business Policy Configuration (SD-WAN Services)	I, C	R, A
DMZ Configuration requiring less than 30 minutes	I, C	R, A
DMZ Configuration requiring more than 30 minutes	R, A	С

(NOTE: "R" means responsible, "A" means accountable, "C" means consulted, and "I" means informed.)

## 4.2.3 Upgrades

Customer reserves the right to upgrade their subscription and/or device after twelve (12) months of service in the Contract Term should business needs change. The cost of upgrade will be at the expense of the Customer, and may be assessed a fee based on remainder of the license term ("Disconnect Fee") and a new monthly recurring value will be provided for the upgraded subscription and/or device.

#### 4.2.4 Usage Audit

CBTS will periodically audit SD-WAN licensed bandwidth usage. If Customer peak usage is in excess of licensed amount for any period of sixty (60) calendar days, CBTS will notify customer of such in writing. Upon notification, Customer has a thirty (30) day period to develop a mutually agreeable remedy. If no agreed upon remedy is completed by Customer, Customer agrees that CBTS may upgrade on behalf of Customer and reasonably adjust monthly pricing accordingly.

#### 4.2.5 Equipment

All CBTS equipment operating environmentals; including voltage, current, and temperature requirements, must be adhered to by Customer.



# Section 5: SD-WAN/ Network as a Service (NaaS) Support and Service Management

#### 5.1 Installation and Maintenance

## 5.1.1 Installation

CBTS and/or a third party contractor selected by CBTS will install the leased CBTS Provided Equipment at Customer locations identified in Section 2 "Pricing". If unable to install due to incorrect reporting of site viability, Customer will be required to perform or may request from CBTS and/or a third party contractor selected by CBTS to perform a site survey.

Installation Charge Base Rate is defined, per site as a total of four hours onsite work, in the Service Pricing Table. An additional hourly fee will charged to Customer for each subsequent hour at a rate of \$185.00 USD per hour. Installation/One-time charge does not cover premise technician work outside of the hours of 8 a.m. to 5 p.m. local time, Monday through Friday and will be defined as "After Hours". After Hours work performed weekdays after 5 p.m. and before 8 a.m. will be billed to Customer at \$185.00 USD per hour.

Installation work performed on weekends, as defined as Friday after 5 p.m. and before Monday at 8 a.m. local time will be billed to Customer at a base rate of \$525.00 USD. An additional fee will charged to Customer for an installation resource to complete the weekend work at a rate of \$185.00 USD per hour.

If CBTS and/or a third party contractor is unable to install on scheduled installation date due to incorrect reporting of site viability or turn away at Customer request, a repeat visit charge will be charged to Customer in the amount of Installation Charge Base Rate.

Cancellation from Customer with less than twenty-four (24) hours' notice of scheduled installation will result in a one-time charge of Installation Base Rate applied to the first Customer bill.

Unless intentionally scheduled as such, installations that cannot be completed on the same business day that they are started may require a change to the scope and pricing of this Agreement by means of a Statement of Work.

#### 5.1.2 Outdoor Installations

Any outdoor components required by the customer must be provided and installed by the customer, including but not limited to, mounts, masts, and coaxial cable. Customer is responsible for all building penetrations, at its own discretion, and maintaining the operating environment for which CBTS provided equipment is rated.

#### 5.1.3 Installation Expectations Document

Customer agrees to review and adhere to Cloud Networking – Expectations of a Successful Install document, as attached as an Appendix. Signature of this Agreement by Customer is an acknowledgement of Customer responsibilities for a successful installation.

#### 5.1.4 Site Readiness Document

Customer agrees to provide CBTS with a completed Site Readiness Document, as attached as an Appendix, and confirm its Customer-provided information via signature in advance of Service Activation.

## 5.1.5 Maintenance Charges

If Customer requests CBTS to send maintenance personnel to perform troubleshooting and it is determined that the need for maintenance was caused by Customer or Customer's equipment, then additional maintenance charges will apply.

#### 5.1.6 Installation Window

Customer agrees to schedule and complete installation within thirty (30) Calendar days of receipt of CBTS Provided Equipment. If Customer has not completed the installation in this window and has not received prior written approval from CBTS to extend the installation window, CBTS will commence monthly billing as agreed upon in the Pricing section of this SOW from 30 Calendar days following date of CBTS Provided Equipment delivery.

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# 5.2 Service Management

# 5.2.1 Management

Service Incidents are defined as incidents that are the result of service failures or interruption received by CBTS Service Desk.

Incidents are assigned priorities based on the impact and urgency of the failure or interruption. CBTS utilizes a subset of vendor monitoring tools and specified alerts for monitoring and alarming.

## 5.2.2 Monitoring

CBTS monitors all CBTS Provided Equipment associated with SD-WAN/NaaS for up/down status 24x7x365. Should any CBTS Provided Equipment be considered inoperable, CBTS will open an internal repair ticket and, to the best of its ability, notify Customer of such outage in a timely manner. No SLA is provided for availability.

## 5.2.3 Service Level Objectives

The following table includes SLOs for incident management.

Priority	Time to Respond	Time to Repair	Time to Repair - Requires Dispatch	Hardware Replacement
Priority 1	15 Minutes	4 Hours	6 hours + travel time	
Priority 2	1 Hours	24 Hours	48 hours + travel time	Next Business Day after RMA (Return
Priority 3	2 Hours	5 Business Days	7 Business Days	Materials Authorization) is accepted by vendor. RMA must be accepted by
Priority 4	1 Business Day	10 Business Days	12 Business Days	2:00P.M. EST.

#### Notes:

- The aforementioned SLOs are applicable only to contiguous U.S. and Canada locations. For Hawaii and Alaska locations, an additional two (2) hours will be added to SLO for Time to Repair and Time to Repair Requires Dispatch.
- For Hawaii and Alaska locations, an additional day will be added to Hardware Replacement SLO.
- International location SLOs will be detailed in an Exhibit to this Agreement, if applicable.
- The following assumptions are used for the Incident management SLOs:
- A Customer-provided resource must be available immediately to CBTS and all necessary equipment must be on-site.
- Equipment must be monitored by CBTS.
- Issue must be related to SD-WAN/NaaS Equipment and not the Customer provided connectivity.

# **5.2.4 Incident Priority Definitions**

Incident priority levels are defined in 2.4.2.2.

#### 5.2.5 Service Level Agreements

The SLAs below apply to Incident management.

## 5.2.5.1 Incident Response Time and Incident Repair Time SLAs

**Initiation and Closure:** Response Time begins when: (1) an alarm is triggered by an CBTS monitoring system, (2) when the Customer places a telephone call to the CBTS Service Desk, or (3) when the Customer creates a numbered ticket on the CBTS Service Management Portal. Response time ends when the CBTS Service Management tool has issued a numbered ticket. In the event of multiple associated alarms caused by a single event at approximately the same time, Response Time for all alarms will be satisfied by the creation of the first numbered ticket in the CBTS Service Management Tool.



Repair Time is a measurement of the average amount of time it takes to restore a service for a given month. Repair Time begins upon ticket creation in the CBTS Service Management Tool. When Service has been restored, repair time ends. The Customer will be notified by the Service Management Tool, by CBTS personnel, or it may view the status from within the CBTS Service Management Portal. Customer has forty-eight (48) hours (2 consecutive days) to validate the resolution and re-open the ticket as needed. Service level attainment time will continue upon the re-opening of the ticket. After forty-eight (48) hours, Customer will need to open a new ticket in the CBTS Service Management Tool.

**Measurement:** Response to Incidents will be measured as the percentage of all Incidents based on the Response Time SLO during a given month.

Compliance Calculation: Response to Incidents will be calculated, for a given month, as:

SERVICE LEVEL ATTAINMENT % = TOTAL INCIDENTS MEETING SLO FOR THE MONTH PER PRIORITY LEVEL/TOTAL INCIDENTS FOR THE MONTH PER PRIORITY LEVEL

**Service Level Attainments Thresholds and Default:** Based on the table below, if a Service Level Attainment % drops below the minimum, then it results in one (1) Service Level Default per priority level for CBTS.

Priority Level	Minimum Service Level Attainment %
Priority 1	95%
Priority 2	90%
Priority 3	85%
Priority 4	80%

In the event that the volume of tickets during the Measurement Window is less than ten (10) tickets, the calculation described in the preceding paragraph will be modified as set forth in this paragraph to determine compliance with this Service Level Attainment. In such circumstances, the results will be reported as the absolute number of missed tickets during the Measurement Window, instead of the percent of tickets missed. Tickets will be reported in the month that they are closed in the ticketing system. If CBTS does not maintain Service Level Attainment calculated in increments of three (3) tickets when total quantity is less than ten (10), then any of up to three (3) misses in each increment of three (3) results in one (1) Service Level Default per priority level for CBTS. (For example, if in a month there were fewer than 10 Incidents [say, 9] and CBTS missed the SLO 1, 2, or 3 times that would equal one (1) Service Level Defaults; 4, 5, or 6 misses would equal two (2) Service Level Defaults; and if CBTS missed the SLO 7, 8 or 9 times that would equal three (3) Service Level Defaults. [If there were 10 tickets in the month then Service Level Attainment would be calculated by percentage.])

## 5.2.6 Service Level Management – Service Requests

"Service Request" is a term used to describe a request to add or modify the Services outlined in this SOW. It is CBTS' responsibility to make normal network management move, add, change (MAC) request changes. These changes are classified as those that take less than thirty (30) minutes of work duration to complete. Work requiring greater effort than this are classified as a "Project" and is out of scope of this Managed Service. See Section 2.3.3, Professional Services Fees for further details. Service Request Management

Customer end users are not permitted to contact CBTS directly with issues or Service Requests. Customer's help desk or authorized IT staff may submit Service Requests through the following methods:

- Email
- Telephone

# 5.2.6.2 Service Level Objectives

The following table includes SLOs for Service Requests.

Paguast Type	Perform Time	Perform Time -
Request Type	renorm time	Requires Dispatch
Expedited	Begin work within 4 hours	1 business day + travel time

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Basic	2 business days	3 business days + travel time
Routine	5 business days	5 business days
Complex	10 business days	10 business days
Project	According to Statement of Work	According to Statement of Work

#### Notes:

- The aforementioned SLOs are applicable only to contiguous U.S. and Canada locations. For Hawaii and Alaska locations, an additional two (2) hours will be added to SLO for Time to Repair and Time to Repair Requires Dispatch. International locations are excluded from these SLOs.
- For Hawaii and Alaska locations, an additional day will be added to Hardware Replacement SLO. International locations are excluded from SLOs when Dispatch is required.

## 5.2.6.2 Service Request Definitions

The following table includes definitions of the service request types.

Service Request Type	Definition
Expedited	An Expedited Request that requires completion sooner than the standard SLO due to a pressing need such as legal, regulatory, or other business requirements. The Customer will be charged for time and materials associated with expedited requests.
Basic	Requests that CBTS and Customer pre-approve for use as a Standard Request. (Requires 30 minutes or less).
Routine	Requests that CBTS and Customer pre-approve for use as a Standard Request. (Requires 60 minutes or less).
Complex	Requires less than 2 hours of work needed to plan, manage, test, and implement. Is not a standard request in the managed service.
Project	Requires 2 or more hours and requires a change to the scope of this Agreement by means of a Statement of Work.

## 5.2.7 Service Level Penalties for Failure to Perform

The Service Level Attainments are applicable when a managed service has completed the CBTS Service Transition process. In the event that CBTS fails to meet the Service Level Attainments set forth in this Support and Service Management Supplement, it will incur financial penalties and Customer will receive billing credits as set forth below.

UNLESS CBTS' FAILURE TO MEET THE SLAS CONSTITUTES A CRITICAL SERVICE FAILURE, CUSTOMER'S SOLE REMEDY FOR AN SERVICE LEVEL ATTAINMENT DEFAULT IS RECEIPT OF A BILLING CREDIT, AS DESCRIBED HEREIN.

## 5.2.7.1 Monthly Service Level Defaults

Service Level Defaults will be summed together for the month, and are cumulative across all Services provided to Customer and across incident priority levels.

## 5.2.7.2 Customer Credits

Customer is entitled to a credit if CBTS has two (2) or more Service Level Defaults in any single month. Customer credits will be issued by CBTS, based on the following table. In the event that CBTS defaults and is obligated to issue customer credit, CBTS will have the opportunity to earn back this credit. If the one month following the credit does not contain any Service Level Defaults, 100% of the credit will be forgiven. The credit is due to the Customer after this one month grace period.

Service Level Defaults	Customer Credit



0-1 0% of monthly service charge		
2-3	5% of monthly service charge	
4-5	10% of monthly service charge	
6 or more	15% of monthly service charge	

Maximum cumulative penalties not to exceed 15% of the monthly service charge.

## 5.2.7.3 "Critical Service Failure" Defined

During the SD-WAN/NaaS Initial Term or any SD-WAN/NaaS Renewal Term, an accumulation of ten (10) or more Monthly Service Level Defaults on Priority 1 Incidents in any period of three (3) consecutive months will result in a breach by CBTS, and Customer may pursue all rights and remedies as defined in this Agreement.

## 5.2.7.4 Service Management

This section includes information regarding incident management, service request management, problem management, and root cause analysis.

## 5.2.7.4.1 Incident Management

The following table includes definitions for incident management that will support the Services outlined in this Support and Service Management Supplement.

Item	Short Name	Definitions
1	Incident Verification	The Support Desk verifies that there is an incident and Priority Level of the incident.
2	Incident Identification	The Support Desk isolates the source of the incident and attempts to resolve it through the appropriate management tool.
3	Tier 2	CBTS Tier 2 technicians will work with Customer to resolve the issue.
4	Tier 3	If the issue cannot be resolved by Tier 2 technicians, the ticket will be assigned to Tier 3 OEM Engineering for resolution.
5	Collaborative	CBTS engineers will work with Customer and Support Desk monitoring for advanced troubleshooting and repair.
6	Incident Resolution	The Support Desk uses its best efforts to resolve the incident within the parameters of the Service Level Attainment. The Support Desk determines whether the incident can be fixed remotely or if an onsite dispatch is necessary. If it can be resolved remotely, the incident is resolved, the ticket is closed, and the client is notified.
7	On-Site Incident Resolution	If the incident cannot be resolved remotely, or the device has lost total connectivity to the management station, the Support Desk dispatches either an internal or third-party field engineer to troubleshoot the problem. The dispatched field engineer contacts Customer to gain access to their location. The Support Desk stays in contact with the dispatched field engineer regarding the status of the repair.
8	On-Site Incident Resolution Requirements	If onsite work by CBTS or a third-party resource at Customer's site(s) is required, Customer will permit CBTS access to its facilities at all reasonable times. Customer will communicate all security and safety procedures in writing to CBTS. If escort or supervision of CBTS' personnel is required, Customer will make such arrangements so there is no delay upon CBTS' arrival at Customer's site(s). Customer is responsible for all Customer site preparation activities necessary for any onsite installation.



Item	Short Name	Definitions
9	Temporary Work Around	Occasionally, a workaround is implemented while a permanent fix is pursued. The Support Desk will later replace the workaround with a permanent fix at an appropriate time.
10	3 <sup>rd</sup> Party Support	The Support Desk may notify a third-party responsible for resolving the incident following incident verification. Throughout the escalation process, the Support Desk updates Customer's contact on the progress of repair as stated in the Service Level Attainment. Customer shall be responsible for any third-party vendor's timely performance so as not to delay CBTS' work schedule. This refers only to independent third-party arrangements for which CBTS is not an involved party.
11	Incident Closure	Once the work is complete, the Support Desk notifies Customer about resolution of the incident. The Support Desk confirms that the incident was fixed satisfactorily.
12	Customer-Provided Maintenance	In the event that CBTS does not provide maintenance or warranty for vendor hardware/software, Customer shall provide vendor hardware/software maintenance to meet appropriate service level for term of contract.
13	3 <sup>rd</sup> Party Support – CBTS is Warranty Agent	CBTS will act as the authorized warranty agent with third-party vendors to initiate, monitor and communicate status of cases that fall within the scope of services delivered. CBTS requires that the Customer maintains active support contracts on all hardware and software managed by CBTS. If the Customer wishes to initiate a support case where an item is not covered under a support contract, the Customer is subject to CBTS and vendor charges, as applicable, to manage and resolve the support case.

# 5.2.7.4.2 Chronic Incidents

The table below includes information regarding chronic incident management.

Item	Short Name	Definitions
1	Chronic Incidents	Upon discovery or notification of chronic hardware or software issues in the environment that have caused a Service-affecting outage or more than five (5) incidents in one month, CBTS shall create a problem management ticket.
2	Root Cause Analysis	CBTS will determine root cause and provide recommendation in writing for mitigation of chronic issue to determine which preventative measures, if any, can be taken so the event does not re-occur.
3	Customer Review	Upon receipt of recommendation for mitigation, Customer shall review the recommendation and provide in writing a decision to either accept or decline recommendations.
4	Customer Review – Deny	If the recommendation is declined, the device and other Services impacted will be supported on a "best effort" basis until the corrective action is executed.
5	Customer Review - Approve	If the recommendation is accepted, all parties will determine and mutually agree to terms of execution.



Item	Short Name	Definitions
6	Service Level Objective	CBTS will have five business days to determine root cause and provide recommendation in writing for mitigation of chronic issue. Upon receipt of recommendation for mitigation, customer shall have five business days to review the recommendation and provide in writing a decision to either accept or decline recommendations.

## 5.2.7.5 Out of Scope Items

The items below are out of scope for this Support and Service Management Supplement. See Section 2.3.3, Professional Services Fees for further details.

Item	Short Name	Definitions
1	Scope of Engagement	Customer is responsible for any items not explicitly listed in this Support and Service Management Supplement. Changes may require a Contract Change Request (CCR) or revised Statement of Work.
2	End User Support	End user help-desk support / single user issues.
3	3rd Party Applications	Troubleshooting of third-party applications that are not a part of the CBTS solution offering that is provided.
4	Application Support and Installation	Application installation and/or support of non-supported applications.
5	Network Design	Network design, including Quality of Service (QoS) is out of scope. See Section 2.3.3, Professional Services Fees for further details.

# 5.3 Failed Connectivity or Default Hardware

CBTS will make every attempt to address any reported trouble in relation to failed CBTS Provided Equipment or Customer reported issues with connectivity to the managed network, as applicable. Non-CBTS provided Internet service failure is not within the scope of the Managed Network Service and must be resolved directly with the applicable Internet service provider. CBTS will work with a designated technical resource allocated by Customer to address any reported trouble of connectivity or device considered to be malfunctioning. End user calls from residents, students, guests or faculty are not supported by CBTS. CBTS makes no representations and assumes no liability for connectivity issues related to End User limitations, including but not limited to: connecting PC, Hardware (processor, RAM, hard drive), software applications running in the background on a device, web browser / browser plug-ins (Flash/Java), website / server limitations, or CBTS network congestion.

# 5.4 Customer Obligations: Acceptable Use/Prohibited Activities

#### **5.4.1** Repair

Prior to requesting repair service from CBTS, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the SD-WAN/NaaS solution is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from Customer's equipment or facilities. Customer will cooperate with any joint testing of the SD-WAN/NaaS solution reasonably requested by CBTS.



## Section 6: VolP (Voice Over IP) Trunking Expectations & Responsibilities

#### 6.1 Definitions

For purposes of this VoIP Trunking Supplement, the "Service" shall mean the VoIP Trunking service, including all other related features, products and services provided by CBTS under the pricing plan that Customer has selected. VoIP Trunking is an enhanced SIP service that uses a data network (like the Internet) to transport voice communications that have been converted to data packets. The Service does not include internet, electrical power or data network connections that are required for Customer to operate the Service and which Customer is responsible to provide.

# 6.2 Customer Obligations

#### 6.2.1 Bandwidth and Wiring

Customer is responsible for supplying bandwidth of adequate quantity and quality to accommodate all of its data and voice transport, as well as adequate inside wiring (i.e., CAT5, CAT5-E, or CAT6) at its site(s). CBTS will not be responsible for service impairments caused by third parties with whom Customer contracts for these other services.

## 6.2.2 Electrical

Customer will furnish, at its expense, such space, electrical power, and environmental conditioning at Customer's premises as CBTS may reasonably require in connection with performing its obligations hereunder.

#### 6.2.3 IT Vendors

Customer is responsible for communicating with its Phone and IT Vendors about any Service change and ensuring the Phone and IT Vendors are present at the proposed time and date of the Service cutover. CBTS will notify Customer at least five (5) Calendar days prior to the actual cutover date to allow Customer to coordinate with its Phone and IT Vendors. CBTS is not responsible for any configuration to Customer's phone system or any data network re-configuration. The cost of phone and network re-configuration will be the sole responsibility of the Customer. If the Customer does not have an IT or Phone Vendor, CBTS will provide a quote to perform services or will refer the Customer to a CBTS-approved Vendor. CBTS will charge a late fee of \$150.00 to Customer if Customer fails to communicate any cutover date changes in writing (email) to CBTS at least forty-eight (48) hours in advance of the scheduled cutover date.

## 6.2.4 Repair

Prior to requesting repair service from CBTS, Customer will use commercially reasonable efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of Customer's equipment or facilities. Customer shall be solely responsible for any such issue resulting from Customer's equipment or facilities. Customer will cooperate with any joint testing of Service reasonably requested by CBTS.

## 6.2.5 Analog Services behind PBX

The Customer must identify in advance of VoIP Trunking implementation any analog services (fax machine, alarm lines, etc.) that are connected through the phone system. CBTS does not recommend the use of VoIP Trunking for alarm lines. It is recommended to connect all alarms to a dedicated analog service. If the analog service is a fax machine, Customer must provide a list of DIDs in advance so that the solution can be configured properly.

## 6.2.6 Equipment

CBTS owns and manages the CBTS Session Border Controller ("SBC") provided. The SBC will serve as the service demarcation point.



## 6.3 Installation and Maintenance

## 6.3.1 Installation

CBTS and/or a third party contractor selected by CBTS will install the leased CBTS Provided Equipment at Customer locations. If unable to install due to incorrect reporting of site viability, CBTS and/or a third party contractor selected by CBTS will perform a site survey while at the Customer location(s). Customer is responsible for correctly and accurately submitting information to CBTS as requested to verify site readiness. If a site survey is required, a Site Survey charge will be applied to the first Customer bill as indicated in the chart below. Customer understands and agrees that while CBTS will conduct the site survey, CBTS is not responsible for completing the required work to ensure the Site Readiness Document can be finalized.

Installation Charge Base Rate is defined per site in the Service Pricing Table. Installation/One-time charge does not cover premise technician work outside of CBTS' third party vendor's normal business hours, which are defined as 8am-5pm local time Monday-Friday. Work performed during weekday after hours will be billed to Customer at 1.5X the Installation Charge defined in the Service Pricing Table. An additional fee will be charged to Customer for a CBTS resource to complete the after-hours work at a rate of \$350 for the first two hours, and \$150 per hour for each subsequent hour. Installation work performed on weekends, as defined as Friday after 5pm local time and before Monday at 8am local time, will be billed to Customer at 2X the Installation Charge as defined in the Service Pricing Table. An additional fee will be charged to Customer for a CBTS resource to complete the weekend work at a rate of \$500 for the first two hours, and \$200 per hour for each subsequent hour.

If CBTS and/or a third party contractor is unable to install on the scheduled installation date due to incorrect reporting of site viability or turn away at Customer request, CBTS will charge to Customer a repeat visit charge in the amount of the Installation Charge Base Rate.

CBTS will charge a cancellation fee to the first Customer bill if Customer cancels within twenty-four (24) hours of the scheduled installation without prior notice.

Charge Description	One-Time Fee Per Location	
Site Survey	\$349.99	
Installation Cancellation Fee	\$349.99	

## 6.3.2 Site Readiness Document

Customer agrees to provide CBTS with a completed Site Readiness Document and confirm its Customer-provided information via signature in advance of Service Activation. A Site Readiness Document template is included as an Appendix to this SOW.

# 6.3.3 Maintenance Charges

Additional maintenance charges will apply if Customer requests CBTS to send maintenance personnel to perform troubleshooting and it is determined that the need for maintenance was caused by Customer or Customer's equipment.

#### **6.3.4** Professional Services Fees

If Customer chooses a bolt-on application such as, but not limited to, Hosted IVR or Call Reporting, Customer will be charged a professional service fee based on the following table for the configuration of the application.

If Customer chooses to change its call flow on month 12 or later, Customer will be charged a reconfiguration fee as defined in the below table.

Professional Service Charge For:	One-Time Fee Per Hour	
Hosted IVR Configuration	\$249.00	
Call Reporting Consultation & Configuration	\$200.00	



Network Design Reconfiguration	\$200.00
· ·	

# 6.4 Service Level Agreement

## 6.4.1 Service Level Objectives

The following table includes SLOs for Incident management.

Priority	Time to Respond	Time to Repair	Time to Repair – Requires Dispatch
Priority 1	1 Hour	6 Hours	8 hours + travel time
Priority 2	2 hours	48 Hours	72 hours – travel time
Priority 3	4 Hours	5 Business Days	7 Business Days
Priority 4	1 Business Day	10 Business Days	12 Business Days

#### Notes:

- The aforementioned SLOs are applicable only to U.S. and Canada locations. For Hawaii and Alaska locations, an additional two (2) hours will be added to SLO for Time to Repair and Time to Repair Requires Dispatch. International locations are excluded from SLOs.
- The following assumptions are used for the Incident management SLOs:
  - A Customer-provided resource must be available immediately to CBTS and all necessary equipment must be onsite.
  - o Equipment must be monitored by CBTS.
  - o Issue must be related to Network as a Service Equipment and not the Customer-provided connectivity.
  - o Priority 1 and Priority 2 events are addressed 24x7x365

**Incident Priority Definitions** 

Incident priority levels are defined in 2.4.2.2.

## 6.4.2 Core Availability Service Level Attainment

CBTS guarantees that the VoIP core network on which CBTS maintains the VoIP Trunking Service will be reachable 99.9%. "Reachable" means that CBTS can successfully send and receive packets to the VoIP core network on a 15-minute interval. For each 1.0% below the 99.9% stated availability for an individual Customer location in a given calendar month, CBTS will credit Customer 10% of Customer's VoIP Trunking monthly recurring charges for the Customer location in question, up to 30% in total.

#### 6.4.3 Credits

The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be CBTS' entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

## 6.4.4 Exceptions

The standards described herein do not include periods of non-attainment resulting in whole or in part from one or more of the following causes: (i) any act or omission by Customer, its contractors, agents, or any other entity over which Customer exercises control or has the right to exercise control; (ii) scheduled maintenance; (iii) labor strikes; (iv) Force Majeure events; (v) any act or omission on the part of a third party; (vi) caused by third party equipment, software or service not provided by CBTS, and (vii) first month of Service for this particular service element.



#### 6.5 Voice Services

## 6.5.1 Long Distance Usage Rate

The voice usage rate stated on the SOW applies to Customer's long distance service terminating in the United States that is in excess to those minutes included in the monthly recurring rate for the tier selected.

## 6.5.2 International Voice Usage Rates

CBTS' international voice service usage rates, which vary by country, are subject to change upon three (3) days written notice. To view the international voice service usage rates, please visit altafiber.com or the specified web address as follows: http://www.altafiber.com/business/long\_distance/international\_rates/.

By default, all international long distance will be blocked. If Customer requires international long distance dialing to be enabled, Customer must sign an international waiver form.

## 6.5.3 Call Increments and Rounding

Non-calling card interstate and intrastate outbound and inbound calls are billed in one thirty (30) second increment with six (6) second additional increments thereafter. All calls are rounded up to the nearest cent.

## 6.5.4 Provisioning

CBTS (i) shall use reasonable commercial efforts to commence provisioning of services to Customer on or before the Service Activation Date, which is scheduled to be the first date of order activation; and (ii) is authorized to act as Customer's agent in placing orders with other carriers in order to provide telecommunications services, if requested. Usage charges shall be based on (i) the rates for services set forth herein, as applicable; and (ii) actual usage of CBTS' network from establishment of a connection between the calling telephone and the called telephone to termination, as determined in CBTS' sole discretion.

# 6.5.5 Short Duration Call Penalty

Notwithstanding anything to the contrary herein, if the percentage of Customer's completed calls that are equal to or less than six (6) seconds in length for any billing cycle meets or exceeds ten percent (10%), CBTS may charge an additional \$0.02 for each Short Duration Call during such billing cycle (excluding those Short Duration Calls under the Short Duration Percentage Threshold).

#### 6.5.6 Automatic Dialer Devices

Customer acknowledges and agrees that use of auto dialers, predictive dialers or other devices that generate automated outbound calls in conjunction with products and services provided under this VoIP Trunking Supplement is strictly prohibited. CBTS may, in its sole discretion, suspend service for issues pertaining to network congestion due to Customer's use of these devices, revise the pricing herein, or terminate service under this VoIP Trunking Supplement immediately.

## 6.6 Disclaimer of Emergency 9-1-1 Services

Customer is hereby advised that the Service, including Emergency 9-1-1 Service, will not function if the Customer handset or equipment is moved from the physical address/registered location where Service was installed by CBTS. Customer is hereby advised that Emergency 9-1-1 Service may not function or be available to Customer with the loss of electrical power, if the Internet access connection is not operational, or if the CBTS Provided Equipment has been tampered with, damaged or relocated. Depending on Customer's location, the type of handsets and other equipment Customer uses, the type of equipment used by the public safety access point or other applicable emergency services provider, and the circumstances and conditions of a particular call, Customer may not be connected or Customer's phone number and/or location may not be identifiable to emergency service providers. Customer's signature to this contract will serve as acknowledgement that CBTS has advised Customer of these limitations and that Customer accepts the Service with these limitations. In addition to the limitations of liability, disclaimers and other Service limitations contained in applicable tariffs or prescribed by CBTS' third party service providers, CBTS shall not be liable for any damages or other relief arising out of delays, mistakes, omissions, interruptions, misrouting of 9-1-1 calls, errors or defects in performance (including, but not limited to, problems with or outages of equipment) hereunder. Customer is responsible for ensuring that power is supplied to the CBTS Provided Equipment and

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that all equipment used in the receipt of the Service is properly maintained. For more information, please visit <a href="https://www.cbts.com/support/">https://www.cbts.com/support/</a>.



# Appendix 1. E9-1-1 Service With CBTS VoIP Service

As a subscriber to a VoIP service provided by CBTS Technology Solutions LLC (the "Service") you are hereby informed of and acknowledge the limitation of emergency response E9-1-1 service with VoIP Service (individually and as authorized representative of Customer on behalf of Customer's end-users, "You"). You are also informed of and acknowledge the requirements where CBTS will install or has installed a multi-line telephone system ("MLTS"), as this term is used in 47 U.S. Code §623(b) and 84 FR 66716 (collectively, "Kari's Law and Ray Baum's Act"), for Customer.

#### **Action Required Now**

Federal Communications Commission rules require that we obtain and keep a record on file showing that you have received and understood this E9-1-1 Service Disclosure. Please **IMMEDIATELY** review the following information, **SIGN** this Acknowledgement, and **PROVIDE** the required dispatchable location and secondary notification information. Your Service will not be activated until we receive your signed acknowledgement and completed information.

#### 9-1-1 / E9-1-1 Service Definitions

- 1. "9-1-1 service" means functionality that allows you to contact emergency services, including, without limitation, police, fire and hospital medical services. There are two different types of 9-1-1 services available from providers of traditional wireline telephony services: basic and enhanced 9-1-1.
- 2. "Basic 9-1-1 Service" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Subscriber's registered or user-provided address. With basic 9-1-1, the emergency operator answering the phone will not have access to the caller's telephone number or address information unless the caller provides such information verbally during the emergency call.
- 3. "Enhanced 9-1-1 or E9-1-1" means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point ("PSAP), serving the Subscriber's registered or user-provided address and to deliver the Subscriber's telephone number and registered address information automatically to the emergency operator answering the call.

#### **Dispatchable Location**

Ray Baum's Act ensures that a dispatchable location is conveyed with 911 calls. In order to comply with Ray Baum's Act, you must provide a dispatchable location for each telephone number that you use or will use for the 9-1-1 Service. A dispatchable location includes a valid street address, plus additional information such as suite number, apartment, or similar information necessary to adequately identify the location of the calling party. You are responsible for the information provided to CBTS, and hereby consent to the disclosure of the dispatchable location(s), telephone number(s) and other identifying information to emergency 911 authorities as CBTS deems necessary in its sole opinion and discretion.

## Direct 911 Dialing and Secondary Notification

Kari's Law ensures that the MLTS is configured to permit direct 911 calls without dialing any additional digit, code, prefix or post-fix, including any trunk-access code. Kari's Law also ensures that the MLTS is configured to notify a secondary party of a 911 call. In order to comply with Kari's Law, you must provide a secondary party that can receive a 911 notification, which includes the instance of a 911 call being placed, a valid callback number, and information about the caller's location. You are responsible for the information provided to CBTS, and hereby consent to the disclosure of the secondary location(s) and other identifying information to emergency 911 authorities as CBTS deems necessary in its sole opinion and discretion. If the secondary party for notifications that you use for Service changes, you must provide the update to CBTS prior to such change.

## 9-1-1 Service Limitations

- Service supports E9-1-1 Services, where the PSAP is E9-1-1-capable, and utilizing the wireline E9-1-1 network to complete calls to an emergency service dispatcher. 9-1-1 Service is not guaranteed at all locations. It may be the case that 9-1-1/E9-1-1 service is not available at your location. IT IS YOUR RESPONSIBILITY TO CONFIRM AVAILABILITY AT YOUR LOCATION. In addition, there are important differences in the way 9-1-1 service operates with a VoIP phone when compared with traditional telephone service.
- 2. **Understand differences between traditional 9-1-1 service and Service E9-1-1.** With traditional phone services, a 9-1-1 call is sent directly to the nearest emergency response center. With Service the 9-1-1 call may be forwarded to a national 9-1-1 emergency center that automatically or manually routes the call to the local emergency response center, which may result in delayed response time.
- 3. **Verify your location since Service phones can be moved between locations.** For technical reasons, the emergency operator may not have correct name, location or contact information available, so immediately inform the emergency operator of the present location and contact particulars any time you call 9-1-1. Do not risk sending police or ambulance services to the wrong location.



- 4. **Be prepared during any service interruption or power outage.** Service depends not only on continued subscription (and payment) for the service, but also on Internet connectivity and power to function. In the event of power, network, or Internet outages (including congestion), or if your service is disconnected or suspended due to non-payment, you may experience a failure, disruption, or delay in your 9-1-1 service. We recommend that you keep an alternative phone service (such as a cellular telephone) handy to increase the reliability of your access to emergency services during any service interruption.
- 5. **Do not disconnect.** Until you are told to do so by an emergency dispatcher, do not disconnect a 9-1-1 call. If inadvertently disconnected, call back immediately.
- 6. **Keep the service address up to date**. We will attempt to provide the emergency operator with your service address, so please ensure that the latest information is on file and always accurate. If you do not do this (for example, if you are unable to speak during a 9-1-1 call), the emergency operator may assume that you are calling from the last registered address.
  - a. **IMPORTANT** Before members of your organization use Service(s) from a new location, they <u>MUST</u> update their location information by contacting our Customer Service Center at 1-877-290-2777 (select Voice Over IP option) to provide us with their new location. Customer may also update physical address information by emailing <u>customersupport@altafiber.com</u> with subject "CBTS VoIP physical location change". You understand and agree that there may be a delay of up to ten (10) days in making the new registered location available to properly route 9-1-1 calls and to advise emergency personnel of your newly registered location.
- 7. Verify 9-1-1/E9-1-1 service availability at your location. Our Service will require a connectivity medium other than Internet. If you change locations (for example, using a device that is mobile such as a laptop with a softphone), 9-1-1/E9-1-1 service may not be available at the new location. IT IS YOUR RESPONSIBILITY TO CONFIRM 9-1-1 / E9-1-1 AVAILABILITY AT YOUR LOCATION.
- 8. Inform other users. You MUST notify members your organization and other potential users of the Service of the nature and limitations of 9-1-1 emergency calls. You MUST ensure that all Service users receive labels warning that "E9-1-1 Service May be Limited or Not Available." The labels are available to you for download at: <a href="http://www.cbts.com/support">http://www.cbts.com/support</a> and must be affixed to each phone or placed near each phone.

#### **Exceptions to the MLTS**

9. You acknowledge that the Service does not include "management" or "operation" of the MLTS as these terms are used in Kari's Law and Ray Baum's Act. CBTS is not liable for compliance with Kari's Law and Ray Baum's Act once you change, modify, move, upgrade, or combine with other equipment or services the MLTS, or portions thereof, after installation or maintenance by CBTS pursuant to the Agreement.

#### **Acknowledgment**

10. By signing this form, Customer affirmatively acknowledges that: (1) this notification has been read and understood; and (2) Customer has informed all users so they understand how to contact emergency services by dialing 9-1-1 and understand the limitations of VoIP 9-1-1 service compared to traditional telephone 9-1-1 service.

Carahsoft Technology Corp. Acknowledgement

Signature of Authorized Representative:
Printed Name:
Title:
Date: