

VENDOR CONTRACT

Between Windstream and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For Distance Learning - 1092415

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees.

Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;

- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO “Contract Number _____”. Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor’s contract document shall not become part of TIPS’s contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

(X) We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

If awarded this contract, the following documents will become a part of any final contract: 1) this RFP, which includes all attachments and any amendments, 2) Windstream's proposal, which includes any exceptions noted by Windstream, and 3) the executed service agreement, along with any specific amendments and attachments. The order of precedence shall be (i) the executed service agreement, along with any specific amendments and attachments, (ii) Windstream's proposal, and (iii) the RFP.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

Windstream has read and understands. However, Windstream has noted exceptions and points of clarification to certain requirements, and/or terms and conditions of this RFP and included documents. In the event Windstream is selected as the winning bidder, Windstream agrees to negotiate these exceptions and points of clarification with the Interlocal Purchasing System ("TIPS"), and expects all agreed-upon revisions to be included in the final contract between the parties. Unless a specific exception is noted below, Windstream has read and agrees to all specific contractual terms and conditions.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

If awarded this contract, the following documents will become a part of any final contract: 1) this RFP, which includes all attachments and any amendments, 2) Windstream's proposal, which includes any exceptions noted by Windstream, and 3) the executed service agreement, along with any specific amendments and attachments. The order of precedence shall be (i) the executed service agreement, along with any specific amendments and attachments, (ii) Windstream's proposal, and (iii) the RFP.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Windstream has supplied with its response our Service Level Agreement ("SLA"), and our Master Customer Equipment and Maintenance Agreement which will govern the performance of the solution proposed by Windstream.

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised. **Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Windstream takes exception to all of the language above and proposes the following in its place. The Uniform Commercial Code ("UCC") will govern the contract between the parties only to the extent that the UCC addresses issues not already addressed in the contract documents themselves. Windstream is willing to agree to extend the provision of services under the resulting contract between Windstream and TIPS to any other public institution of education. Each such public institution must commit to its own term and volume commitment by way of signing a separate service agreement between Windstream and the agency. The terms and conditions provided with the Windstream contract documents in this RFP response, shall apply to such agency, and will be attached by way of an additional terms schedule to said separate service agreement. Nothing contained in this response shall be deemed to be a guarantee that Windstream can feasibly provide the service at such locations proposed by a new agency or at the same prices provided herein. Determination of pricing and feasibility for servicing such agencies shall be made on a case by case basis.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Upon any governmental entities' (as listed above) presentation of a proper tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said tax exemption, Windstream will exempt any governmental entities (as listed above) from the applicable sales tax to the extent warranted by the exemption certificate.

Failure to timely provide said certificate will result in no exemption being available to any governmental entities (as listed above) for any period prior to the date that any governmental entities (as listed above) presents a valid certificate.

Further, any governmental entities (as listed above) is responsible for taxes not subject to the exemption, surcharges, fees, and assessments that apply to the sale and use of the services, including how those may change in the future and even if not identified in Windstream's pricing proposal.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

As a nationwide telecommunications services provider, it is imperative that Windstream have the ability to assign the contract without the prior written consent of TIPS to an affiliate or purchaser of all or substantially all of its assets. Windstream proposes the following: Neither party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except each party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under the contract, in whole or in part, to any entity controlled by, controlling or under common control of said party, or any entity into which said party may be merged or consolidated or which purchases all or substantially all of the assets of said party. Any attempted assignment in violation of this provision shall be void.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

The shipping dates will be set based upon mutually determined dates and based on size and scope of the project. Drop ship products will be shipped as soon as possible.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Windstream takes exception to the Payments requirement as written. Windstream payment terms are thirty (30) days from the date of invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

Windstream and TIPS agree that notwithstanding anything to the contrary in the Agreement, that during the Term of the Agreement, Windstream will not increase TIPS' monthly recurring charges for the Services being provided under the Agreement by any amount above the amounts set forth in TIPS' signed proposal executed contemporaneously with this Agreement. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes, surcharges and assessments.

Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Windstream has read and understands its obligation to indemnify TIPS, but would like to clarify that such indemnification extends only to third party claims arising from Windstream's gross negligence or willful misconduct with respect to its obligations under the final contract between the parties.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be “low volume” in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract.

TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

Windstream takes exception to TIPS' right to terminate the agreement for cause without giving Windstream a reasonable opportunity to cure the breach. In the event Windstream breaches a material term or condition, or fails to perform any material obligation under the agreement, TIPS shall have the right to terminate the agreement in whole or in part if, after thirty (30) days' notice of a default, Windstream fails to cure the default. In the event Windstream fails to cure, TIPS may terminate the Agreement with no liability other than for accrued charges still owing under the Agreement. Windstream's liability in the event of a breach is limited as provided in Windstream's Customer Service Agreement, which has been included with this RFP response. TIPS' sole remedy for a minor degradation of service is outlined in Windstream's Service Level Agreement ("SLA"), provided as part of this RFP response.

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Windstream has read and understands. However, Windstream has noted exceptions and points of clarification to certain requirements, and/or terms and conditions of this RFP and included documents. In the event Windstream is selected as the winning bidder, Windstream agrees to negotiate these exceptions and points of clarification with the Interlocal Purchasing System ("TIPS"), and expects all agreed-upon revisions to be included in the final contract between the parties. Unless a specific exception is noted below, Windstream has read and agrees to all specific contractual terms and conditions.

If awarded this contract, the following documents will become a part of any final contract: 1) this RFP, which includes all attachments and any amendments, 2) Windstream's proposal, which includes any exceptions noted by Windstream, and 3) the executed service agreement, along with any specific amendments and attachments. The order of precedence shall be (i) the executed service agreement, along with any specific amendments and attachments, (ii) Windstream's proposal, and (iii) the RFP.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Windstream takes exception to TIPS' right to terminate the agreement for cause without giving Windstream a reasonable opportunity to cure the breach. In the event Windstream breaches a material term or condition, or fails to perform any material obligation under the agreement, TIPS shall have the right to terminate the agreement in whole or in part if, after thirty (30) days' notice of a default, Windstream fails to cure the default. In the event Windstream fails to cure, TIPS may terminate the Agreement with no liability other than for accrued charges still owing under the Agreement. Windstream's liability in the event of a breach is limited as provided in Windstream's Master Customer Equipment and Maintenance Agreement, which has been included with this RFP response.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

As a nationwide telecommunications services provider, it is imperative that Windstream have the ability to assign the contract under certain circumstances without the ability of TIPS to reject the assignee.

Windstream proposes the following: Neither party shall assign or transfer its rights and obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed, except each party shall have the right to assign, convey or otherwise transfer its rights, title, interest and obligations under the contract, in whole or in part, to any entity controlled by, controlling or under common control of said party, or any entity into which said party may be merged or consolidated or which purchases all or substantially all of the assets of said party, and such entity will assume all of the obligations of Windstream in writing. Any attempted assignment in violation of this provision shall be void.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that are materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Windstream takes exception to all of the above language and proposes to replace it with the following: Windstream shall keep, at its own expense, accurate, true and complete books and records with respect to compliance with any applicable service levels, the Services provided by Windstream under this Agreement and with respect to the costs, expense and other charges billed to TIPS by Windstream. Such books and records shall be kept at Windstream's principal place of business and shall be made available to TIPS or its third party designated auditor and their representatives, subject to such third party executing a non-disclosure agreement provided by Windstream with respect to the use and disclosure of such records, for examination, audit, inspection, transcription and copying so as to allow TIPS to verify all invoices, charges and expenses paid by TIPS pursuant to the terms of this Agreement. Such audits may be conducted no more than once a year during Windstream's normal business hours.

TIPS shall provide Windstream with written notice at least thirty (30) days prior to the date of the proposed audit and TIPS shall be solely responsible for the costs of such audit. Windstream shall retain all records in accordance with the terms of the Windstream's record retention policy.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Windstream takes exception to all of the above language and proposes to replace it with the following: Except with respect to TIPS' payment obligations for services rendered prior to the commencement of a Force Majeure Event (hereinafter defined), notwithstanding any other provision of the agreement between the parties, neither Windstream, nor TIPS, shall be liable to the other for any delay or failure in performance of the agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control (each, a "Force Majeure Event"). Any such delay or failure shall suspend the agreement until the Force Majeure Event ceases, and Windstream's obligations shall be excused and extended for and during the period of any such delay.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Windstream takes exception as follows: If special terms and conditions other than those covered within this solicitation and the awarded contract are required, they will be attached to the service agreement executed by the parties and will take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Upon TIPS and Windstream ratifying the contracts, an automated flow through occurs in Windstream systems to a defined work queue. Resource Managers assign available Client Implementation Specialists and Project Manager resources through the system.

Assigned resources initiate the implementation process which will include reviewing the order, organizing required engineering or operational assistance, validation for logistics and requirements. Windstream's staff will contact client designated project point(s) of contact and schedule a project launch. Together Windstream's staff and the client will develop and approve the appropriate detailed project plan and document tasks and timelines. Windstream will collect or clarify any relevant details and socialize the customer responsibilities to the client POC, as needed.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

The Windstream implementation process is a multi-faceted approach coordinated by a team that consists of the Sales Rep, Sales Engineer, Project Manager, Technical Support Specialist, System Technicians. A Windstream Account Manager is assigned to project manage the overall implementation of the proposed solution. The project manager makes sure all tasks are completed based on the project plan. The timeline associated with the project plan has all the important milestones of all the tasks required to complete a successful install. Technical Support Specialist does the programmer and training. The TSS will work tightly with the customer on the software design of the system, customizing the programming to their need. System Technician installs the system. The techs will rack the system, ground, apply power, load software, identify the MDF, place sets, test the system, set up the training room, and cut the system over. The tech will be on site following the cut to make sure the system is working according to the design, and troubleshooting any issues.

Customer's payment obligations for Services shall begin on the Implementation Date, unless otherwise specified in a Sales Order and regardless of whether Customer has commenced use of the Services, procured the necessary services from third-party vendors required to operate the Services, or is otherwise prepared to operate the Services. Please refer to the Windstream Master Customer Equipment and Maintenance Agreement.

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1092415 Addendum 1	Floor/Room		Floor/Room
Title	Distance Learning	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	07/01/2015	Email	bids@tips-usa.com	Email
Close Date	8/14/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Windstream
 Address 1001 West Loop South
 Suite 740
 Houston, TX 77027

 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (918) 588-4307
 Fax 1
 Email
 Submitted 8/14/2015 1:51:18 PM CT
 Total \$0.00

Signature Dawn Bozeman

Email dawn.bozeman@windstream.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Little Rock
5	Company Residence (State)	Vendor's principal place of business is in the state of?	AR
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	10
15	Years Experience	Company years experience in this category?	9
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	Only in the Continental U.S.

18 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Windstream is a leading provider of advanced network communications delivering enterprise-class data, voice, network and cloud solutions with superior performance, enhanced security and exceptional reliability to businesses nationwide. With a nationwide network and expansive data center footprint, Windstream's dedicated, expert team takes extra steps to assess and understand our customers' business needs and challenges, designing customized solutions specific to help them succeed in the marketplace. Windstream's "smart solutions, personalized service" brand promise creates an experience of excellence for enterprise customers. Additionally, Windstream's position as a FORTUNE 500 and S&P 500 organization proves its financial stability and dependability. Windstream Hosted Solutions is a Data Center Operator and Managed Services Provider with a very simple mission: to provide our clients with the best managed hosting experience in the nation. We achieve this by addressing our customers' needs first and foremost, offering the personal service, support, and attention you need, and backing up our promises with a 100% uptime guarantee on power and connectivity. Our dedicated staff of trained professionals is the foundation of our business. We consistently and continuously work hard to do whatever it takes to exceed our customers' expectations. Windstream Hosted Solutions' data centers are designed to safeguard data and provide 100% uptime for each and every client. Whether it's for a Fortune 100 company or a small business, Windstream Hosted Solutions ensures uninterrupted managed services and availability. Clients need and expect zero downtime, and Windstream Hosted Solutions delivers. Windstream Hosted Solutions' service model instills internal disciplines built around delivering a number of high quality managed services such as Cloud Computing, Colocation Services, Disaster Recovery, Primary and Backup Storage, Security, Operating System and Database Management and Monitoring, Content Distribution and Load Balancing. Virtually all solutions are delivered through Windstream Hosted Solutions internal staff. These services are

delivered in three primary lines of business: Hosting and Managed Services, Business Continuance and Dedicated Services. Windstream Hosted Solutions' list of products and services are hardware and software agnostic and our Internet Data Centers (IDCs) are carrier neutral, providing maximum flexibility to support our customers' requirements.

19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Dawn Bozeman
21	Primary Contact Title	Primary Contact Title	Major Account Executive
22	Primary Contact Email	Primary Contact Email	Dawn.Bozeman@windstream.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9185884307
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9185884307
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9185884307
26	Secondary Contact Name	Secondary Contact Name	Danny Harper
27	Secondary Contact Title	Secondary Contact Title	Director- Enterprise Sales, ISG
28	Secondary Contact Email	Secondary Contact Email	Danny.E.Harper@windstream.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9492652246
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Dawn Bozeman
33	2% Contact Email	2% Contact Email	Dawn.Bozeman@windstream.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9185884307
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Dawn Bozeman
37	Purchase Order Contact Email	Purchase Order Contact Email	Dawn.Bozeman@windstream.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9185884307
39	Company Website	Company Website (Format - www.company.com)	www.windstreambusiness.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
41	Primary Address	Primary Address	4001 Rodney Parham Road
42	Primary Address City	Primary Address City	Little Rock
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR

44 Primary Address Zip

Primary Address Zip

72212

45 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Organic Industry Keyword Search
Terms education data center
services school data center services
school district data center services
school system data center services
K-12 school data center services
higher education data center
services college data center
services university data center
services government data center
services state government data
center services city government
data center services county
government data center services
local government data center
services municipal government data
center services Organic Keyword
Search Terms cloud backup cloud
computing cloud computing services
cloud computing solutions cloud
hosting cloud hosting services cloud
security cloud services cloud
solutions cloud storage colocation
data center colocation hosting
colocation services data center data
centers data center colocation data
center hosting data center network
services data center services data
center solutions dedicated hosting
services dedicated server hosting
disaster recovery as a service
disaster recovery business
continuity draas email archiving
email continuity email hosting email
security exchange archiving
exchange continuity exchange
security hosted exchange hosted
microsoft exchange hybrid cloud
IDS intrusion detection service IT
network services IT network
solutions managed backup
managed cloud services managed
firewall managed hosting managed
hosting services managed Internet
managed IT services managed IT
network services managed network
services managed network security
managed remote backup managed
storage managed security private
cloud public cloud security UCaaS
unified communications unified
communications solutions unified
communications as a service unified
email management Branded
Keyword Search Terms The
Interlocal Purchasing System TIPS
Windstream Windstream Hosted
Solutions

46 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

Yes

47 Prices are guaranteed for?

(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")

Windstream and TIPS agree that notwithstanding anything to the contrary in the Agreement, that during the Term of the Agreement, Windstream will not increase TIPS' monthly recurring charges for the Services being provided under the Agreement by any amount above the amounts set forth in TIPS' signed proposal executed contemporaneously with this Agreement. The forgoing right shall not apply to changes to, additions of and/or increases in applicable fees, taxes, surcharges and assessments.

Line Items

Response Total: \$0.00

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO

Charles Flaherty

8/13/15

Signature of Authorized Company Official

Date

Charles Flaherty

Printed Name of Authorized Company Official

Windstream Services LLC on behalf of itself & its Affiliates

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
WINDSTREAM HOLDINGS, INC.

2 Business name/disregarded entity name, if different from above
D/B/A Windstream Communications and XETA Technologies

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) **5**
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. BOX 843006

6 City, state, and ZIP code
KANSAS CITY, MO 64184-3006

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

4	6	-	2	8	4	7	7	1	7
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ **3/6/2015**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES cf Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

The vendor complied with #1 through 4 above? YES CF Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES CF Initial of Authorized Company Official

Windstream will have to have the opportunity to confirm on a case by case basis whether or not it can make the various certifications required concerning its lobbying activities and application of any such certifications will be limited to the specific sub-award that Windstream is being awarded.

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbing," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Windstream Services, LLC on behalf of itself and its Affiliates

Name of Organization

4001 Rodney Parham Road, Little Rock, AR 72212

Address of Organization

Charles Flaherty, VP-Sales, ISG

Name / Title of Submitting Official



Signature of Submitting Official

6-4-15

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES CF Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES CF Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES CF Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES CF Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES CF Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES CF Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES CF Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES CF Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES CF Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO Initial of Authorized Company Official CF

YES Initial of Authorized Company Official

Company Official: Charles Flaherty

Company: Windstream Services, LLC

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Windstream Services, LLC on behalf of itself and its Affiliates

Mailing Address: 4001 Rodney Parham Road

City: Little Rock

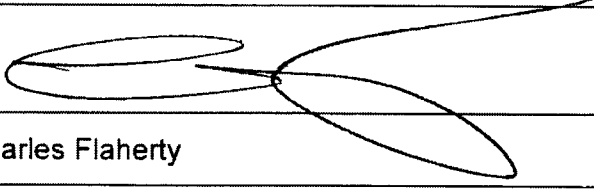
State: AR

Zip: 72212

Telephone Number: (757) 213-6700

Fax Number: _____

Email Address: Charles.Flaherty@windstream.com

Authorized Signature: 

Printed Name: Charles Flaherty

Position: Vice President-Sales, ISG

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende Mc Natt 9-24-15
TIPS Authorized Signature Date

David Wayne Fitts 9-24-15
Approved by Region VIII ESC Date

References				
** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.				
Organization	City	State	Contact Name	Contact Phone
Niagra College	Welland	Canada	John Levay	905-735-2211
Bonneville County	Idaho Falls	Idaho	Dave Ellingson	208-529-1350
FCCN		Portugal		+ 351 21 844 01 00



Avaya Global Product Warranty Policy for End Users

Scope of Policy

Avaya warrants to End User that during the applicable warranty period the Avaya Products will conform to and operate in accordance with the applicable Documentation in all material respects.

This policy applies globally to all Avaya Products purchased by End Users directly from Avaya. In the United States and Canada it also applies to Products purchased by End Users from Avaya Channel Partners. It does not apply to Products acquired by End Users from Channel Partners outside of the United States and Canada where the warranty to the End User is provided by the Channel Partner and not by Avaya.

Standard Limited Warranty Period for Hardware

Unless otherwise stated specifically by Avaya, the following periods apply:

- a) Twelve (12) months, beginning on the In-Service date, for Hardware purchased directly from and installed by Avaya.
- b) Twelve (12) months, beginning on the Delivery Date, for all other Hardware purchased directly from Avaya or a Channel Partner where Avaya does not install the Hardware. This includes Hardware purchased by Channel Partners for internal use.

Standard Limited Warranty Period for Software and Software Media

Unless otherwise stated specifically by Avaya, the following periods apply:

- a) Ninety (90) days, beginning on the In-Service Date, for Software purchased directly from and installed by Avaya.
- b) Ninety (90) days, beginning on the Delivery Date, for all other Software purchased directly from Avaya or a Channel Partner where Avaya does not install the Software. This includes Software purchased by Channel Partners for internal use.

Select Product Lifetime Warranty

Avaya offers a lifetime warranty for select Avaya Data Solutions Products, as specified at Avaya's support site

https://support.avaya.com/css/appmanager/public/support?_nfpb=true&_pageLabel=WNContent_Public&contentid=C20091120112456651010. The lifetime warranty begins on the Delivery Date and ends five (5) years after the Product's End of Sale date, as determined by Avaya.

Warranty Exclusions

The warranties do not extend to any damages, malfunctions, or non-conformities caused by (i) use of the Products in violation of the license granted by Avaya or in a manner inconsistent with the Documentation; (ii) normal wear due to Product use, including but not limited to Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software, or facilities with Products (except to the extent provided in the Documentation); (iv) failure to follow installation, operation or maintenance instructions; (v) failure to permit Avaya timely access, remote or otherwise, to Products; or (vi) failure to implement all new updates to Software. An “Update” is a change in the Software that provides corrective content for maintenance purposes only. Updates are generally available to Products under warranty and to subscribers to Avaya’s Product support or maintenance services. Warranties do not extend to Products that have been altered (including alteration of serial numbers), serviced or modified by a party other than Avaya or a third party specifically authorized by Avaya to provide the service or modification.

Products from Third Parties

Avaya provides Third Party Products on an “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND unless Avaya specifies otherwise. However, such Third Party Products may carry their own warranties and Avaya shall pass through to End User any such warranties to the extent authorized. Exercise of such warranty shall be directly between End User and the third party provider.

Toll Fraud

Avaya does not warrant that Products will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of End User. The term “Toll Fraud” refers to the unauthorized use of telecommunications services or facilities accessed through or connected to the Products.

Warranty Procedures and Remedies

End Users who purchased the Product directly from Avaya should contact Avaya. End Users who purchased the Product from an authorized Avaya Channel Partner in the United States or Canada should contact the Channel Partner for assistance in making warranty claims to Avaya. If a Product is not in conformance with the warranty above and Avaya receives a written notice during the applicable warranty period describing in reasonable detail how the Product failed to be in conformance, and including evidence that the product is under warranty (i.e. a valid invoice, and in some cases this may also require Product registration with Avaya), Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product; or (ii) refund the applicable fees upon return of the non-conforming Product to Avaya. For Software warranty, Avaya provides access to available software corrective content and product support knowledge base on a self-service basis. Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned Hardware that has been replaced by Avaya will become Avaya’s property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period. **THESE REMEDIES WILL BE END USER’S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES END USER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.**

Disclaimers

EXCEPT AS REFERENCED AND LIMITED IN THIS DOCUMENT, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THIS DOCUMENT WILL BE END USER'S SOLE AND EXCLUSIVE REMEDIES.

General

This policy applies to all Products sold under the Avaya brand including heritage Nortel products, and combines and supersedes all earlier versions.

To the extent there is a conflict between this policy and an agreement between Avaya and the End User or Channel Partner, the terms of the agreement will prevail.

If any provision of this policy is determined to be unenforceable or invalid by court decision, the policy will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law.

Avaya is not responsible for any warranty, support or maintenance commitments made by Channel Partners or other service providers. Avaya reserves the right to amend or change this policy at its sole discretion at any time, and this policy shall not be interpreted to create any contractual obligation by Avaya to provide support to any specific customer, Channel Partner or other service provider.

Definitions

“Channel Partner” means a company authorized by Avaya to purchase or license Avaya Products or services and to resell them as so authorized.

“Delivery Date” means the date on which Avaya or the Channel Partner, as the case may be, delivers the Products to End Users, or in the case of Software features that are enabled by license files, software activations or any other electronic means, “Delivery Date” means the date when the Product or Product features are enabled in Avaya’s license management systems.

“Documentation” means information published by Avaya in varying mediums which may include product information, operating instructions and performance specifications that Avaya generally makes available to users of its Products. Documentation does not include marketing materials.

“End User” means a third party that purchases Products from Avaya or a Channel Partner in the United States or Canada for the internal use by such third party and not for resale or sublicense.



Version 1.4

“Hardware” means the standard hardware products that End User orders and Avaya delivers directly or through a Channel Partner in the United States or Canada. Hardware does not include any customized deliverables that Avaya creates specifically for End User.

“In-Service Date” means the date of notification to End User that the Products are installed in good working order in accordance with applicable Documentation.

“Product” means Hardware and Software, or any combination thereof.

“Software” means the computer programs in object code form that End User orders and Avaya delivers directly or through a Channel Partner in the United States or Canada, whether as stand-alone products or pre-installed on Hardware. Software does not include any customized deliverables that Avaya creates specifically for End User.

“Third Party Products” means any products manufactured by a party other than Avaya, and may include, without limitation, products ordered by End User from third parties pursuant to Avaya’s recommendations. However, components of Avaya-branded Products are not Third Party Products if they are both: (i) embedded in Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Avaya’s price list, quotes, order specifications forms or Documentation.

More Information

For additional information about Avaya Product Warranties please refer to the following website:

<https://support.avaya.com/css/appmanager/public/support? nfpb=true& pageLabel=WNContent Public& contentid=C20091120112456651010>



Warranty

Support even when you don't know you need it.

Every Lifesize video conferencing product comes with a standard 12-month warranty that covers replacement of faulty equipment and patches for your current version of software.

The added protection of Assurance Maintenance Services

Adding our Assurance Maintenance Services (AMS) gives you everything you need to keep your Lifesize video conferencing products running at peak performance. It's ongoing maintenance and product replacement of your hardware and software; complete access to updates and enhancements; and live, trained and certified people to help you.

[Contact Us](#) to purchase or renew your AMS today.

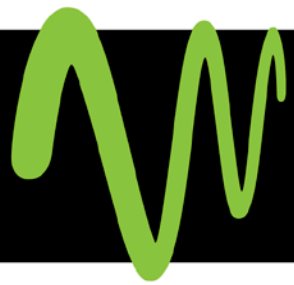


AMS PLAN BENEFITS

- Complete coverage of all your Lifesize hardware and software
- Dedicated support by professionals we train and certify
- Software and firmware that is always up to date
- Optimized performance from your system
- Reduction in costly service calls and system downtime

GET COMPLETE PRODUCT COVERAGE

An AMS plan protects all hardware and software in your Lifesize solution. This means that, regardless of the Lifesize video conferencing product component that caused your issue, we'll quickly identify, diagnose and resolve it.



Key Facts

- FORTUNE 500 company with \$6 billion in annual revenue
- Frost & Sullivan 2013 Leadership Awards for our VoIP Access and SIP Trunking services, and Retail Carrier Ethernet services
- GSA Contract Holder, available to federal, state and local agencies
- Registered vendor in the Central Contractor Registration (CCR)
- Experienced in E-Rate and RHC programs
- Nationwide presence; 48 states and the District of Columbia
- 118,000 route miles of fiber
- 27 SSAE16 SOC1 certified enterprise-class data centers across the country
- Over 13,000 employees

Company Overview

Windstream is pleased to respond to TIPS specifications for Distance Learning Services. Headquartered in Little Rock, AR, Windstream (NASDAQ: WIN) is a nationwide, enterprise-focused communications and technology service provider with a commitment to be our customers' trusted advisor and single point of contact.

Windstream differentiates itself with our "winning team" approach that we take with each customer, applying our brand promise of "smart solutions, personalized service". We collaborate with our customers and partners to develop solutions that best fit their needs.

Our successful history as an approved service provider for government-funded programs such as E-Rate and Rural Health Care (RHC), both administered by Universal Service Administrative Company (USAC), offers eligible schools, libraries and rural healthcare providers assurance that you have made the right choice when choosing Windstream as your technology partner.

Windstream has a strengthened commitment to provide customer-specific solutions with offerings that include, but are not limited to, data, voice, network, cloud and managed services. We specialize in customizing solutions to help boost efficiency within TIPS, as well as maximize the potential of your agency. Our nationwide footprint and scale, along with our business services focus, enhance our already robust product portfolio and allow us to better serve agencies of all sizes—from small, local government offices to complex national and federal networks.

Our winning team is built on a solid financial foundation of over \$6 billion in annual revenues—backed by our highly experienced executive leadership team. Together, they strive to exceed customer expectations, build a great team of employees and deliver the desired financial results for our shareholders.

Your local account team is your partner in implementing a smarter communications strategy that helps turn your big ideas into reality. We also have teams of certified engineers available to perform 24 x 7 monitoring of your services through our state-of-the-art Network Operations Centers.

As an extension to our account teams, Windstream Online (windstreamonline.com), an enhanced Web-based interface, provides immediate, secure access to all of the account information and tools you need—anytime, anywhere. It gives TIPS the freedom and convenience to pay your bill online, access past and present payment history, change toll-free ring-to numbers, submit and view trouble ticket history and status, obtain real-time reports, monitor your service usage patterns and so much more.

To learn more about how Windstream's smart solutions and personalized service can keep TIPS winning, visit windstreambusiness.com.

INDUSTRY AWARDS & PARTNER RECOGNITION



2013 Frost & Sullivan Best Practices Award

Windstream also won Best Practice Awards in 2012 for VOIP access, SIP trunking and Ethernet services



Windstream: A 2014 Fortune 500 Company

On Fortune's list of the largest U.S. companies ranked by revenue since 2012, Windstream is ranked No. 429 in 2014 with revenues exceeding \$6 billion in 2013



TMC 2011 & 2012 Internet Telephony Product of the Year Award

*2012 Recognized for our IP Simple Solution
2011 Recognized for Allworx 48x IP Phone System*



Business Solutions Magazine Best 2012 Channel Vendor

Recognized for Allworx' commitment to excellence in the VoIP category



Avaya DevConnect Compliant



Cisco Gold Certification and Master Managed Services Certification



Mitel 2012 Enterprise Partner of the Year



TMC 2012 Internet Telephony Unified Communications Excellence Award



2014 IT Expo Allworx Wins Best of Show



AVAYA

Engage **The Power of We™**

Avaya Scopia® Video Collaboration

Face-to-face Collaboration in Your Mobile World and Your Conference Room



Build business relationships and accelerate your productivity with Avaya Scopia® video collaboration.

Join a virtual meeting room and collaborate face-to-face with staff, partners and customers from anywhere. Easily connect with any telepresence or video room system. Join a video conference with a PC, Mac, or the latest mobile device and interact as easily and productively as if you are all in the same meeting room.

Everyone on a meeting invite can attend no matter their location or what device they use. They can share documents, annotate materials and collaborate in online meetings made for a mobile workforce. Avaya Scopia video collaboration makes it simple and convenient to connect.

The Avaya Scopia portfolio delivers advanced HD video, voice and data collaboration on premise or in the cloud:

Highlights

- Anytime, Anywhere, Any Device
- One-click Simplicity
- Exceptional Personal and Group Collaboration
- Endpoints for board rooms, conference rooms, desktop, personal and mobile video collaboration
- Network infrastructure for multi-party conferencing, network connectivity and firewall traversal
- Management software for scheduling, directory services, device and bandwidth monitoring and control
- Cloud-based virtual meeting rooms for teams who want the productivity of in-person meetings, through monthly or annual subscriptions

Video Conferencing Benefits

- Improve productivity
- Make faster, more informed decisions
- Enhance corporate training and distance learning
- Reduce travel expenses
- Maintain business continuity
- Expand virtual reach of your enterprise
- Achieve rapid return on investment
- Ensure access to subject matter experts regardless of location
- Strengthen customer relationships
- Speed time to market

Scopia Desktop and Mobile Applications

Connect to a virtual video meeting room from anywhere on any device. In one click, users can join multi-party video meetings with any PC, Mac, or the latest mobile device and experience rich HD voice, video collaboration and content sharing.

Easily extend a video conferencing room system deployment to remote and desktop users, while robust end-to-end encryption helps keep collaboration secure. The simple web browser plug-in or mobile application is centrally managed, distributed, and deployed without complex licensing fees or installation issues.

Scopia XT Video Conferencing

Avaya offers a complete range of advanced HD video conferencing systems to fit virtually any budget. The systems incorporate the latest video communications technology including dual full HD video channels, Apple iPad control, and advanced video compression for bandwidth efficiency and error resiliency on the public internet and other IP networks.

AvayaLive™ Video

AvayaLive Video, powered by Avaya Scopia, makes best-in-class video collaboration fast, easy and cost-effective by creating virtual meeting rooms in the cloud. Simply subscribe to the service, pay for what you need now and scale to accommodate additional users as requirements grow.

Scopia Video Conferencing Infrastructure

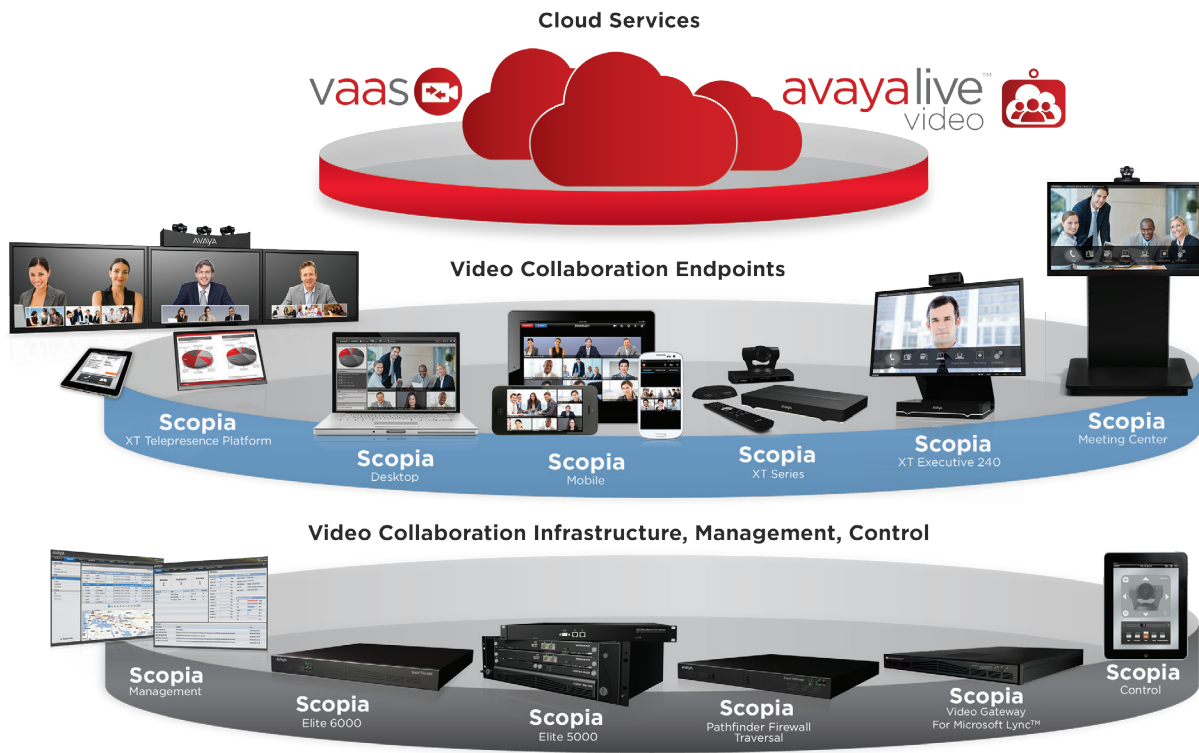
This next generation powerful hardware and software combination supports media processing for advanced video conferencing room system devices and delivers high scalability and distributed processing for boardroom, desktop, and mobile deployment, and interoperates with any third party H.323 and SIP endpoints.

Scopia Management and Monitoring

The Scopia portfolio also delivers powerful management, control and call scheduling for any size video network and supports all video conferencing devices including third-party endpoints and infrastructure devices. It provides scalability, redundancy and extensive IT back room support including integration with Microsoft and IBM, along with detailed statistics reporting. Additional monitoring tools help ensure network readiness before and after voice or video is deployed.

Avaya Services

We offer a full set of services to maximize the results of your video investment ranging from traditional support and maintenance to managed services and consulting.



Scopia Video Collaboration Benefits

Unified Communications

Interoperability and Investment Protection

Scopia provides unparalleled interoperability and integration with standards-based video conferencing systems in addition to unified communications solutions from Avaya and others.

Powerful Room Systems

The Scopia XT5000 sets the standard for an exceptional conferencing experience with dual 1080p/60fps live video and content.

Market Leading Price-Performance

Scopia XT4200 room systems deliver the perfect blend of value and a high quality, high-end experience.

Executive Desktop Systems

The Scopia XT Executive 240 system integrates the advanced Scopia XT video conferencing platform into a high resolution, 24-inch LED display.

Desktop Software Client

Scopia Desktop software provides easy to deploy HD video conferencing for PCs and Macs.

Mobile / BYOD Support

Scopia Mobile extends HD video conferencing and control to the latest mobile devices.

Revolutionary MCU Power

Scopia Elite 6000 Series MCUs harness revolutionary processing power to support demanding conferencing applications with low Total Cost of Ownership (TCO).

Advanced Data Collaboration

The Scopia solution delivers H.239 interoperability across all systems including the latest mobile devices along with the ability to review previously shared materials.

Apple iPad Control

Scopia Control provides Apple iPad Multi-Touch control of Scopia room systems for enhanced capabilities.

H.264 Scalable Video Coding (SVC)

With H.264 SVC, the Scopia solution provides full interoperability with existing devices while delivering the benefits of very high network error resiliency.

H.264 High Profile

Powerful compression technology delivers the latest in bandwidth efficiency for HD video.

Distributed Architecture

The Scopia solution is designed for deployment in a distributed IP network with easy access through virtual conference rooms.



Better Collaboration Means Better Business

Avaya anytime, anywhere, any device video conferencing solutions enable faster, more effective collaboration inside the enterprise and externally with conferencing solutions for desktops, meeting rooms, and BYOD.

Avaya Scopia Video provides **simplicity** by allowing you to connect with customers with a single click, **mobility** with video conferencing on any laptop, tablet or mobile device and the **freedom** to connect with anyone on any network.

Learn More

For additional information, or for an Avaya Scopia demonstration, contact your Avaya Account Manager or Avaya Authorized Partner or visit us at:

www.avaya.com.

About Avaya

Avaya is a leading, global provider of customer and team engagement solutions and services available in a variety of flexible on-premise and cloud deployment options. Avaya's fabric-based networking solutions help simplify and accelerate the deployment of business critical applications and services. For more information, please visit www.avaya.com.



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The Power of We™

Avaya Scopia® Video Collaboration

Driving Productivity and Results



Speed of Business

The pace of business continues to accelerate. Your work team is no longer in the same office – or many times the same country – as you are. The number of individuals teleworking has grown 79% in recent years.¹ The level of specialty expertise required to differentiate your products and services has increased. The BYOD trend is here to stay. Your world has gone mobile.

Some things haven't changed however. To get quality work done fast, you need to effectively communicate and collaborate with colleagues and extended team members – regardless of their location – and the demand to 'do more with less' continues to grow.

Driving Results

In today's business environment with a distributed work force and project teams, innovative companies are leveraging video conferencing to drive faster collaboration, make informed and timely decisions, and extend the reach of their company. Face-to-face collaboration creates trust and stronger business relationships, keeping team members focused and more engaged. Research shows that 94% of respondents say video collaboration improves efficiency and productivity.²

Virtual Meeting Rooms for Instant, Face-to-Face Collaboration

Avaya Scopia® Video Collaboration enables a faster, more effective and unified way of doing business. You know video conferencing lets you meet with colleagues, partners, and customers, regardless of locations. But now you can join any meeting easily from your desktop or mobile device with the click of a hyperlink from an email message or calendar meeting invite.

Assign an Avaya Scopia virtual video room to everyone in your organization and empower them with their own personal virtual conference room that they can take with them anywhere. Enable them to invite anyone – inside or outside your organization – to join their virtual meeting room from virtually any device on any network including the freely distributed Scopia Desktop and Mobile Clients. Alternatively, they can connect from a telepresence system, conference room system or telephone. Use any device, from any location to moderate or participate in a meeting, share content, discuss, and make decisions.

50% of companies worldwide will enact BYOD programs by 2017

Gartner BYOD study by David Willis May 2013

40% of employees spend **20%** of time away from the office

Gartner IT Symposium 2011

Teleworkers are **15 to 55%** more productive on average than their colleagues

Global Workplace Analytics 2013

¹Source: Global Workplace Analytics 79% teleworking growth between 2005 and 2012

²Source: Wainhouse Research. The Real Benefits of Using Video 2013

Video Conferencing Benefits

- Improve productivity
- Make faster, more informed decisions
- Enhance corporate training and distance learning
- Reduce travel expenses
- Maintain business continuity
- Expand virtual reach of your enterprise
- Achieve rapid return on investment
- Access subject matter experts regardless of location
- Strengthen customer relationships
- Speed time to market

About Avaya

Avaya is a global provider of business collaboration and communications solutions, providing unified communications, contact centers, networking and related services to companies of all sizes around the world. For more information please visit www.avaya.com.

Avaya Scopia Video Collaboration Solutions



Video on the Go



One-on-One or Group Meeting



Conference Room Meetings



Unlimited free Mobile and Desktop Clients

Avaya Scopia Desktop and Mobile

With Avaya Scopia Mobile and Desktop solutions, anyone in your organization can join a virtual video room and participate in a rich collaboration experience. The virtual room owner can invite anyone, anywhere, on any network, to participate in a video call—or just join via audio.

[Avaya Scopia Mobile](#) and [Avaya Scopia Desktop](#) bring the experience of a face-to-face meeting direct to your mobile device and PC or Mac respectively. Host a meeting in your virtual meeting room or join a meeting in another virtual meeting room and look your colleagues in the eye while you share and view documents, spreadsheets, or other online content. The simple web browser plug-in is centrally managed, distributed and deployed without complex licensing fees or configurations.

Avaya Scopia Video Conferencing solutions are the ultimate enterprise-grade mobile video applications and enable HD video conferencing and data collaboration with the nearly two million installed standards-based video conferencing and telepresence systems worldwide. Natively supporting High-Profile compression and H.264 Scalable Video Coding, Avaya Scopia Video Conferencing solutions enable a high-quality video experience on practically any type of network while utilizing low bandwidth.

Fully industry standard interoperable, Avaya Scopia Video Conferencing solutions easily extend room system video conferencing to desktop and mobile users for voice, video and data collaboration. Automatic firewall traversal helps ensure users can participate regardless of where they are while being secure, intuitive and convenient. All you need is an Internet connection and a PC or a Mac.

Try Scopia®
free for 14 days

Experience the simplicity of Avaya Scopia video collaboration with a complimentary 14 Day Trial
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WINDSTREAM COMMUNICATION, INC.

2015 SMALL BUSINESS SUBCONTRACTING PLAN COMPANY WIDE PLAN

I. IDENTIFICATION DATA:

Company Name: Windstream Communication Inc. (Windstream Nuvox) Address:4001 Rodney Parham RD, Little Rock AR 72212 Date Prepared: February,27th, 2015
Description of Services: Telecommunications Services NAICS 517110
Contract Numbers:GS35F0016T, GS35F0326S, GS01T13BKD1010, GS02T11CLD0016, GS03T09DS0004, GS03T08DSD0003, GS03T0309DSD0001, GS04T13BFD1607, GS06T11BND0006, GS09Q11DL7005 and GS03T08DSD0002
Commercial Plan Period: January 1, 2015 - December 31, 2015
Estimated annual sales (Company-wide):\$6,500,000.000
SSR's will be submitted using DUNS #: 076534325 which is the DUNS # for Windstream Nuvox

II. TYPE OF PLAN: X

Commercial Plan

Commercial Plan: Covers the offeror's fiscal year and applies to the entire production of commercial items sold by *Windstream Communications, Inc. including all entities such as Windstream Nuvox Inc.* (Note that this type of plan shall relate to the offeror's planned subcontracting generally, for both commercial and government business, rather than solely to the government contract.) Per FAR 19.704fd, this is the preferred type of plan for contractors furnishing commercial items. Once a contractor's commercial plan has been approved, the Government shall not require another subcontracting plan from the same contractor while the plan remains in effect, as long as the product or service being provided by the contractor continues to meet the definition of a commercial item. The contractor shall— (1) Submit the commercial plan to either the first contracting officer awarding a contract subject to the plan during the contractor's fiscal year, or, if the contractor has ongoing contracts with commercial plans, to the contracting officer responsible for the contract with the latest completion date. The contracting officer shall negotiate the commercial plan for the Government. The approved commercial plan shall remain in effect during the contractor's fiscal year for all Government contracts in effect during that period; (2) Submit a new commercial plan, 30 working days before the end of the Contractor's fiscal year, to the contracting officer responsible for the uncompleted Government contract with the latest completion date. The contractor must provide to each contracting officer responsible for an ongoing contract subject to the plan, the identity of the contracting officer that will be negotiating the new plan; (3) When the new commercial plan is approved, provide a copy of the approved plan to each contracting officer responsible for an ongoing contract that is subject to the plan; and (4) Comply with the reporting requirements stated in FAR 19.704(a)(10) by submitting one SSR in eSRS, for all contracts covered by its commercial plan. This report will be acknowledged or rejected in eSRS by the contracting officer who approved the plan. The report shall be submitted within 30 days after the end of the Government's fiscal year.

III. GOALS.

A. Wind stream provides the following separate dollar and percentage goals, which are a percentage of the total subcontracting dollars for each business category:

1. Estimated TOTAL dollars planned to be subcontracted, i.e. to all types of business concerns
Annual Commercial Expenditures \$3,900,000,000 = 100% subcontracted
2. Planned subcontracting to large business concerns (those classified as other than small)
Annual Commercial Expenditures \$3,627,000,000 - 93% of Total
3. Planned subcontracting to all small business concerns SB (including Alaskan Native Corporations (ANCs) and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB small business concerns
Annual Commercial Expenditures \$273,000,000 = 7% of Total
4. Planned subcontracting to small disadvantaged business concerns (including ANCs and Indian tribes):
Annual Commercial Expenditures \$5,460,000 = 0.14% of Total
5. Planned subcontracting to women-owned small business concerns:
Annual Commercial Expenditures \$8,190,000 = 0.21% of Total
6. Planned subcontracting to HUBZone small business concerns:
Annual Commercial Expenditures \$5,460,000 = 0.14% of Total
7. Planned subcontracting to veteran-owned small business concerns (which includes service-disabled veteran-owned small business concerns)
Annual Commercial Expenditures: \$54,600,000 – 1.4% of Total
8. Planned subcontracting to service-disabled veteran-owned small business concerns (subset of VOSB above and cannot be higher than #7 above):
Annual Commercial Expenditures \$5,460,000 = 0.14% of Total

B. The principal types of supplies and/or services that Windstream anticipates to be subcontracted and the identification of the type of business concern planned are as follows:

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Advertising & Marketing	✓	✓		✓			✓
Automotive, Fleet & Transportation	✓		✓	✓	✓		✓
Building, Fixture & Grounds Maintenance	✓	✓	✓		✓	✓	
Site Development/Construction Mgmt.			✓		✓	✓	✓
Telecom. Construction & Installation	✓	✓		✓	✓	✓	

IT Hardware, Software and Services					✓		✓
Commercial Printing & Design		✓	✓		✓	✓	✓
Professional Services	✓		✓	✓	✓		✓
Office Supplies	✓	✓		✓	✓	✓	✓
Staffing & Recruiting Services	✓		✓			✓	✓
Finance and Accounting Services	✓	✓	✓		✓	✓	✓
Data Processing and Warehousing	✓	✓		✓	✓	✓	✓

C. Windstream used the following method to develop the subcontracting goals:

Windstream subcontracting goals are derived from information collected from the financial system from October 1, 2013 to September 30, 2014 with a forecast of expected expenditures. Windstream has budgeted for and is planning 8 small business outreach events/activities. In 2015 (2 per quarter) Windstream will continue to promote our diversity program by being corporate sponsors of the Women's Business Council- Southwest (WBCS), Women's Business Enterprise National Council (WBENC), and the National Minority Supplier Business Council (NMSDC). As corporate sponsors for these councils Windstream has enhanced our abilities to network with diverse companies for available business opportunities. In addition, Windstream underwrites an annual luncheon event with the WBCS and we also have Distinctive Donor status for the Lillie Knox Investing for Growth Fund. The WBCS sends a periodic roster of its affiliate members that is posted on the Windstream intranet that is accessible to all departments within the company. Windstream also provides a supplier registration portal for diverse businesses to have the opportunity to become a supplier of choice.

In 2014 Windstream added a link to the Small Business Administration Dynamic Search Tool on the internal Windstream Procurement page. This search tool is available to all Windstream employees to assist in finding small and diverse business for potential business opportunities. Windstream also maintains an internal database of diverse suppliers and has a membership roster for the Womens Business Council Southwest on our Procurement website.

For 2015 Windstream will participate in outreach programs on a local, regional and national basis both in sponsorship and attendance including attending small business, minority veteran and women owned procurement conferences and trade shows. Windstream will work with the Small Business Administration and local offices to identify opportunities for and support the development of small and diverse business enterprises. Windstream will conduct or arrange training sessions for the Windstream procurement professionals to increase their knowledge of offering qualified small business, women owned, veteran owned and minority owned businesses opportunities within Windstream. We will promote efforts to encourage and maintain certification of new and existing Minority Business Enterprise and Disadvantaged Business Enterprise suppliers.

Development of Source Information

Windstream uses a database of prospective and active suppliers. This database is used as a sourcing tool to manage internal requirements. A web access was initiated that allows suppliers to submit information about their companies who wish to do business with Windstream.

- a. Windstream identifies and validates Minority, Women, Disabled, Veteran Business Enterprises (MWDVBE) vendors in one of multiple ways
 - i. MWDVBE vendors will provide Windstream's Supplier Diversity Initiative with certification and/or self- identification in writing as being eligible for MWDVBE status
 - ii. Windstream has a third party, CVM Solutions which identifies and validates MWDVBE vendors in Windstream's financial system. The validated diverse supplier base provides the basis for the 2014 goals
 - iii. The listing of vendor on SBA Dynamic Small Business Search /SAM website.

2. Derivation of Subcontracting Goals

- a. The subcontracting estimate is based on financial data that supports a projected forecast. In the compilation of subcontracting figures, overhead costs are included. Exclusions include payments made to/for employee salaries, expenses, benefits, leases, taxes, payments to federal and state governments, utilities (including wireless phone carriers), not-for-profit corporations, and payments made to affiliates.
- b. The large and small business subcontracting goals were developed from data furnished through Windstream's Accounts Payable department. The Accounts Payable department, which has visibility to most categories of Windstream's purchasing through Windstream's financial system, maintains spend data for subcontracting and for all vendors identified/coded as MWDVBE in Windstream's financial system.
- c. Avoiding Duplication: Because some of the businesses are in more than one category, for example both women-owned and veteran-owned, they are included in both categories. In response to SBA

III. GOALS

instructions, firms meeting more than one category will continue to be shown in all applicable categories

- d We continue working on obtaining classifications from all of our referral agents which will increase our achievement since many are small business entities.

D Windstream identifies potential subcontractors using the following source lists and organizations:

As described above, Windstream identifies potential small, small disadvantaged, HUBZone, women-owned, veteran-owned and service-disabled veteran-owned subcontractors through use of the SBA Dynamic Small Business Search database and its own subcontractor database compiled by its Supplier Diversity Initiative. Windstream also uses the following additional sources to identify vendors: Dynamic Small Business Search, MBISYS, CPUC Clearinghouse, SW Women's Business Council, TIG (Telecommunications Industry Group) MBE Supplier List, State of NC HUB Program, Arkansas Highways Suppliers, Florida's Certified MBE Directory, State of Texas HUB Program, State of New York, State of North Carolina, MWBE Directory, The Industrial Resource Network, National Association of Minority Automobile Dealers, Hispanic Diversity E-Business Network, National Native American Business Directory, Office of Minority Women Business Enterprise. Windstream will continue corporate sponsorships with three leading diversity councils, Women's Business Council Southwest, Women's Business Enterprise National Council and the National Minority Supplier Development Council (WBCS, WBENC, NMSDC) with a stronger emphasis placed on the WBCS due to its geographical presence to our headquarters. Additionally, we will continue our relationship with CVM Solutions, Inc and continue to use their Comprehensive Vendor Management service which performs our annual diversity scrub which ensures that we have updated diversity certification on all existing suppliers. In other words, CVM ensures that we are counting each and every diversity supplier. Windstream will seek to increase Veteran and Hubzone participation through targeted outreach. Windstream is working with the SBA Commercial Market Representative to increase its Small Business Subcontracting.

E Indirect and overhead costs HAVE BEEN (or) HAVE NOT BEEN included in the dollar and percentage subcontracting goals stated above.

- a. Exclusions include payments made to/for employee salaries, expenses, benefits, leases, taxes, payments to federal and state governments, utilities (including wireless phone carriers), not-for-profit corporations, and payments made to affiliates

IV. PROGRAM ADMINISTRATOR:

Name: William Manooch
Title/Position: Government Services Manager
Address: Windstream Communications, Inc., 2301 Lucien Way, Maitland, FL 32751
Telephone: 407-447-6671
Fax number: 330-486-4072
Email: bill.manooch@windstream.com

Alternate POC with contact information: Sandra Sawyer, 4001 Rodney Parham RD, Little Rock, AR 72212
Address/Telephone Number/Email Address: 501-748-5839 sandra.sawyer@windstream.com

Duties: The Program Administrator shall have general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to this particular plan. Such duties [found in FAR 52.219-9(e)] may include, but are not limited to, the following:

1. Assist SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential SB, VOSB, SDVOSB, HUBZone, SDB and WOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
2. Provide adequate and timely consideration of the potentialities of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns in all "make-or-buy" decisions.
3. Counsel and discuss subcontracting opportunities with representatives of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB firms.
4. Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.
5. Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBzone small, small disadvantaged, women-owned small, veteran-owned small, or service-disabled veteran-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the contractor's subcontracting plan. HUBzone small business concerns shall provide a copy of their Small Business Administration (SBA) certification.

Each SB, HUBZone, SDB, WOSB, VOSB, and SDVOSB concern on record as a potential subcontractor shall complete a self-certification form stating their business size. A penalties clause for falsifying information will also be on the form according to the legal statute 15 U.S.C. 645(d). Note, the following notice will read near the business owner's signature:

"NOTICE: In accordance with U.S.C. 645(d), any person who misrepresents a firm's proper size classification shall (1) be punishable by imposition of a fine, imprisonment, or both, (2) be subject to administrative remedies, and (3) be ineligible for participation in programs conducted under the authority of the Small Business Act."

6. Develop and promote company/division policy statements that demonstrate the company's/division's support for awarding contracts and subcontracts to SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns.

7. Develop and maintain bidders' lists of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns from all possible sources.

8. Ensure periodic rotation of potential subcontractors on bidders' lists.

9. Ensure that SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns are included on the bidders' list for every subcontract solicitation for products and services they are capable of providing.
10. Ensure that subcontract procurement "packages" are designed to permit the maximum possible participation of SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns
11. Review subcontract solicitations to remove statements, clauses, etc., which might tend to restrict or prohibit SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns
12. Ensure that the subcontract bid proposal review board documents its reasons for not selecting any low bids submitted by SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns
13. Oversee the establishment and maintenance of contract and subcontract award records.
14. Attend or arrange for the attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
15. Directly or indirectly counsel SB, VOSB, SDVOSB, HUBZone, SDB and WOSB concerns on subcontracting opportunities and how to prepare bids to the company.
16. Conduct or arrange training for purchasing personnel regarding the intent and impact of Section 8(d) of the Small Business Act on purchasing procedures.
17. Develop and maintain an incentive program for buyers that support the subcontracting program
18. Monitor the company's performance and make any adjustments necessary to achieve the subcontract plan goals.
19. Prepare and submit timely reports
20. Coordinate the company's activities during compliance reviews by Federal agencies

PLEASE CHECK IF YOU AGREE WITH ALL THE ABOVE DUTIES AND IF NOT PLEASE PROVIDE AN EXPLANATION.

YES NO

Windstream will make every effort to ensure equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities

A. Outreach efforts to obtain sources

1. Contact minority and small business trade associations,
2. Contact business development organizations,
3. Request sources from the Dynamic Small Business Search at : http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm and
4. Attend small minority and women-owned procurement conferences and trade shows

B. Internal efforts to guide and encourage purchasing personnel:

1. Present workshops, seminars and training programs,
2. Establish, maintain and use *SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB source* lists, guides, and other data for soliciting subcontracts.
3. Monitor activities to evaluate compliance with the subcontracting plan, and

V. EQUITABLE OPPORTUNITY

4. Provide guidance on using the Dynamic Small Business Search at http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm to identify *SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB* concerns.

PLEASE CHECK IF YOU AGREE WITH ALL THE ABOVE DUTIES AND IF NOT PLEASE PROVIDE AN EXPLANATION.

YES X NO

C. Other Additional efforts (Please describe below)

As part of its outreach, Windstream's Supplier Diversity's personnel works closely with its' regional Small Business Administration Representatives to meet its goals.

For 2015 Windstream has created a dedicated budget to support growth of our small business, minority, veteran and women owned spending. We have set a goal of two events per quarter for 2015.

VI. ASSURANCES OF CLAUSE INCLUSION AND FLOW DOWN:

Windstream agrees to include the FAR Clause 52.219-8, "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (*except small business concerns*) that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at 52.219-9 Small Business Subcontracting Plan.

VII. REPORTING AND COOPERATION:

Windstream agrees to:

- (i) Cooperate in any studies or surveys as may be required,
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan,
- (iii) Submit the Summary Subcontract Report (SSR) using the Electronic Subcontracting Reporting System (eSRS) (<http://www.esrs.gov>), following the instructions in the eSRS,
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using the eSRS,
- (v) Provide its prime contract number and its DUNS number and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their reports, and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number and its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

Reports are to be submitted within 30 days after the close of each calendar period as indicated in the following chart:

<u>Calendar Period</u>	<u>Report Due</u>	<u>Date Due</u>	<u>Submit Report To www.esrs.gov with email to:</u>
10/01-09/30	SSR	10/30	Administrative Contracting Officer

VIII. RECORDKEEPING:

Windstream will maintain records concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists, and a description of efforts to locate *SB (including ANCs and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANCs and Indian tribes), and WOSB* concerns and award subcontracts to them. The records shall include at least the following on a company-wide basis:

V. EQUITABLE OPPORTUNITY

1. Source lists (e.g. DSBS), guides, and other data that identify SB (including ANC and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANC and Indian tribes), and WOSB concerns
2. Organizations contacted in an attempt to locate sources that are SB (including ANC and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANC and Indian tribes), and WOSB concerns
3. Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating
 - (A) Whether small business concerns were solicited and, if not, why not,
 - (B) Whether veteran-owned small business concerns were solicited and, if not, why not,
 - (C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not,
 - (D) Whether HUBZone small business concerns were solicited and, if not, why not,
 - (E) Whether small disadvantaged business concerns were solicited and, if not, why not,
 - (F) Whether women-owned small business concerns were solicited and, if not, why not, and
 - (G) If applicable, the reason award was not made to a small business concern
4. Records of any outreach efforts to contact
 - (A) Trade associations,
 - (B) Business development organizations,
 - (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources, and
 - (D) Veterans service organizations.
5. Records of internal guidance and encouragement provided to buyers through
 - (A) Workshops, seminars, training, etc., and
 - (B) Monitoring performance to evaluate compliance with the program's requirements

IX. STATUTORY REQUIREMENTS

FAR 19.702 requires any contractor receiving a contract for more than the simplified acquisition threshold must agree in the contract that SB (including ANC and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANC and Indian tribes), and WOSB concerns will have the maximum practicable opportunity to participate in contract performance consistent with its efficient performance. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with SB (including ANC and Indian tribes), VOSB, SDVOSB, HUBZone, SDB (including ANC and Indian tribes), and WOSB concerns

X. DESCRIPTION OF GOOD FAITH EFFORT

As stated in 15 U.S.C. 637(d)(8) and FAR 19.702(c) any contractor or subcontractor failing to comply in good faith with the requirements of the subcontracting plan is in material breach of its contract. Further, 15 U.S.C. 637(d)(4)(F) directs that a contractor's failure to make a good faith effort to comply with the requirements of the subcontracting plan shall result in the imposition of liquidated damages. Liquidated damages shall be paid by the contractor.

Windstream will take the following steps to demonstrate compliance with a good faith effort in achieving small business subcontracting goals:

Description of good faith effort:

Windstream has developed its Supplier Diversity Initiative, publicizing the initiative and its objectives within the company, actively promoting the use of MWDVBE businesses in purchases of goods and services, establishing

V. EQUITABLE OPPORTUNITY

aggressive diversity targets, providing recognition for successful contracting with diverse companies, maintaining good record keeping processes, and providing supplier diversity training to buyers and purchasing professionals. Windstream will expand its Supplier Diversity database to help identify qualified subcontractors businesses for purchasing opportunities at Windstream, and maintain classifications for MWDVBE businesses. It will identify and collect certifications for small businesses currently being used but not yet identified.

Windstream will seek qualified suppliers through Dynamic Small Business Search and will work together with its local SBA representatives to locate and develop qualified small businesses for purchasing opportunities at

Windstream. It will periodically attend SBA meetings and the SBA's development meeting to connect with local small businesses as part of SBA's program. Windstream will work together with the National Minority Supplier Development Council and its regional office, the Arkansas/Mississippi Minority Supplier Development Council, to locate and develop qualified suppliers for bids. It will attend and actively participate in meetings to meet minority businesses and attend minority business networking events. Windstream will also attend the NMSDC National Business Opportunity Fair and the Telecommunications Industry events, including participating in one-on-one matchmaking events with small businesses.

Windstream will work together with the Womens Business Enterprise National Council (WBENC) to identify and develop women-owned businesses for purchasing opportunities at Windstream. It will attend the WBENC National Business Opportunity Fair and participate in regional events held by the Southwest Women's Business Council, our regional chapter of WBENC.

WINDSTREAM will work with its CMR and regional SBA office to identify subcontracting opportunities with service disabled veteran and HUBZone small businesses.

The above requirements of an acceptable plan will be negotiated with the contracting officer prior to approval. Windstream understands that this subcontracting plan will be made a material part of the contract and that the submission of the SSR will be made a line item deliverable in the contract.

XI. **SIGNATURE REQUIRED:** Plan must be **signed** and **dated** by a company official. This

XII. subcontracting plan was SUBMITTED by

Typed Name William Manooch
Title Senior Consultant Government Support
Windstream Communications 407-
447-6671 Fax 330-486-4072
bill.manooch@windstream.com



Date signed 2/27/2015

This subcontracting plan was APPROVED by

Signature:
Typed Name: Duboi Luu
Title Administrative Contracting Officer
General Services Administration 617-
565-7624 Fax 617-565-7629
duboi.luu@gsa.gov

Date Signed



August 21, 2013

Re: Windstream Communications, Inc doing business as Windstream Communications
Headquartered in Little Rock, Arkansas, US
Link ID: 401515

Avaya Inc. (“Avaya”) is pleased to confirm that **Windstream Communications, Inc** is an authorized Service Provider of Avaya Products and Solutions at the Platinum certification level. Windstream Communications, Inc has also earned the following specializations: Service Expert and SME Expert.

As an Avaya authorized partner, Windstream Communications, Inc is authorized to resell and offer design services for the following business systems and associated peripheral equipment to end user companies: Contact Center, SME Communications, Unified Communications, Networking, UC Video, Business Communications Manager, Software Communication System, Norstar, NES Contact Center, Media Processing Server (MPS) 500, Media Processing Server (MPS) 1000, Communication Server 2100, Meridian 1, DevConnect Select Product Program (SPP)

Additionally, Windstream Communications, Inc is authorized to provide installation and maintenance services either directly or in partnership with Avaya for the following:

Installation: Avaya Call Management System, Business Communications Manager, Software Communication System, Norstar, Communication Server 2100, Communication Server 1000 (Release 7.0 and earlier), NES Contact Center, Meridian 1, Avaya Aura Contact Center CCT and Multimedia, Avaya Aura CM, CM Messaging, SME Communications, Avaya Aura Contact Center, CallPilot, Communication Server 1000 for Avaya Aura, Application Enablement Services (AES), Avaya Aura One-X UC Soft Client, Avaya Aura Session/System Manager, Avaya Call Center CTI Applications, Avaya Call Center Elite, Avaya Modular Messaging: IBM Lotus Domino Msg Store, Avaya Modular Messaging: Microsoft Exchange Msg Store, Avaya Session Border Controller Enterprise, Avaya Aura Messaging

Maintenance: SME Communications, Avaya Aura CM, CM Messaging, Avaya Aura Session/System Manager, CallPilot, Communication Server 1000 for Avaya Aura, Business Communications Manager, Software Communication System, Norstar, Communication Server 2100, Communication Server 1000 (Release 7.0 and earlier), NES Contact Center, Meridian 1, Avaya Aura Messaging, Avaya Aura Contact Center, Avaya Session Border Controller Enterprise

Avaya will honor its end-user warranty for these products which are purchased from Windstream Communications, Inc. In the unlikely event that Windstream Communications, Inc is unavailable to handle a warranty claim or request for maintenance support, Avaya can offer these services directly.

As an authorized Avaya Service Provider, Windstream Communications, Inc is authorized to provide the following for Avaya Products:

- Procure product and services from Avaya or Stocking Distributors (as approved) for resale to end users;
- Extend Avaya Software license to end users;
- Extend Avaya factory warranties to end users;
- Obtain technical support services from Avaya;
- Obtain and license Avaya Software Upgrades to end users;
- Access Avaya engineering, system configuration and pricing tools;
- Access sales, technical, installation and maintenance training courses; and

- Participate in Avaya-sponsored marketing programs and product events.

Thank you for your confidence in Avaya.

Regards

Avaya Worldwide Channel Team

August 14, 2015

Thank you for allowing Windstream Services, LLC, on behalf of itself and its affiliates authorized to provide services in the applicable jurisdiction for the particular service(s) ordered, the opportunity to answer The Interlocal Purchasing System (TIPS) request for Distance Learning. As a nationwide, enterprise-focused communications and technology service provider with a commitment to be our customers' trusted advisor, we believe we are ideally suited to support the communications requirements of The Interlocal Purchasing System.

As a registered vendor in the Central Contractor Registration (CCR), and GSA contract holder, Windstream understands the unique challenges government entities face today. That is why we have developed innovative solutions to effectively manage and upgrade your organization's communications technology infrastructure. Windstream's distinctive ability to design and provide smart solutions enables thousands of government entities to reduce network expenses, leverage current technology and improve efficiency. At the same time, they meet complex security, infrastructure and budgetary demands at the federal, state and local government levels.

Our successful history as an approved service provider for government-funded programs such as E-Rate and Rural Health Care (RHC), both administered by Universal Service Administrative Company (USAC), offers eligible schools, libraries and rural healthcare providers assurance that you have made the right choice when choosing Windstream as your technology partner.

Windstream differentiates itself with our "winning team" approach that we take with each customer, applying our brand promise of "smart solutions, personalized service". We collaborate with our customers and partners to develop solutions that best fit their needs. Windstream's response to the RFP demonstrates this philosophy and how it will benefit The Interlocal Purchasing System.

Windstream empowers employees who have direct contact with our customers to act on behalf of the corporation in all matters of service and contract fulfillment. Our dedicated account teams have the unconditional support of our executive management in ensuring that our customers receive prompt and effective servicing.

We are confident upon your completion of this evaluation; you will conclude that Windstream is the best choice to address the unique communications needs of The Interlocal Purchasing System.

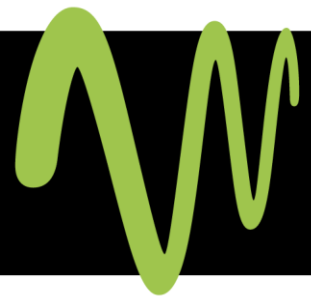
On behalf of the Windstream team, I thank you once again for this opportunity and look forward to fulfilling all RFP requirements as our next step!

Sincerely,



Dawn Bozeman
Major Account Executive-Enterprise-ISG
Windstream
918-588-4307
Dawn.bozeman@windstream.com

BONDING CAPABILITIES



Bonding Company: Westchester Fire Insurance Company
Address: 436 Walnut Street, Philadelphia, PA 19106

Current Bonding Capacity of Firm: \$50,000,000.00 USD (but would go higher)
Amount Currently Bonded (or outstanding): \$30,000,000.00 USD
Bonding Company's Rating: A+



MASTER CUSTOMER EQUIPMENT AND MAINTENANCE AGREEMENT

The parties to this Master Customer Equipment and Maintenance Agreement ("Agreement") are ("Customer") and the Windstream legal entity that provides the Services to Customer under this Agreement ("Company"). The effective date of this Agreement is the date it is signed by the Customer ("Effective Date"). The purpose of this Agreement is to set forth the terms and conditions under which the Company will sell Customer Premises Equipment ("CPE") to Customer and provide maintenance services ("Maintenance") to Customer, if applicable (for convenience, Maintenance and CPE will be referred to herein collectively as "Services").

- A. SERVICE SCHEDULES.** For each engagement under this Agreement, the Services to be provided by Company will be described in a **Service Schedule ("Schedule")**. Each Schedule and each amendment thereto must be signed by both parties and must state that it is made pursuant to this Agreement. Each Schedule shall constitute a separate agreement which incorporates the terms and conditions of this Agreement. The provisions of this Agreement shall control over any conflicting provisions in a Schedule, except to the extent that a provision of this Agreement specifically states that a Schedule may provide different terms. A Schedule may contain additional terms, provided that the terms do not conflict with the provisions of this Agreement.
- B. TERM AND AUTOMATIC RENEWAL.** This Agreement shall be for the term set forth in the Schedule and shall automatically renew for additional one year terms unless: 1) notice is provided by Customer at least thirty (30) days prior to the end of the then current term, 2) CPE is no longer supported by the manufacturer per the manufacturer's published product lifecycle, or 3) Company substantially changes or discontinues the Services purchased by Customer. Windstream will provide notice at least thirty (30) days prior to the end of the then current term in the event of any termination by Windstream pursuant to 2 or 3 above.
- C. PAYMENT TERMS.** Unless a Schedule provides otherwise, fifty percent (50%) of Customer's CPE cost shall be paid by Customer on the Effective Date, prior to Company ordering such CPE. The remaining fifty percent (50%) of the Customer's CPE cost, in addition to any recurring and/or non-recurring Maintenance costs incurred by the Customer shall be paid within thirty (30) days of the invoice date. Customer is responsible for payment of all fees set out in a Schedule, plus all taxes, fees and surcharges associated with the Services. If Company does not receive full payment when due or does not receive payment in immediately available funds, Company will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law, and Company may terminate this Agreement. Customer agrees to pay ALL costs incurred by Company to collect the amounts due to Company, including but not limited to: legal fees, costs, in-house attorney costs and fees, collection service costs, etc.
- D. EARLY TERMINATION CHARGES.**
1. CPE: IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY CPE SCHEDULE AFTER THE EFFECTIVE DATE AND AFTER COMPANY HAS ORDERED CPE (BUT PRIOR TO THE INSTALLATION OF SUCH CPE), CUSTOMER WILL PAY COMPANY A PRE-INSTALLATION CANCELLATION CHARGE (CANCELLATION CHARGE) EQUAL TO SEVENTY-FIVE PERCENT (75%) OF THE CPE COST SET FORTH IN THE SCHEDULE AND COMPANY SHALL ALSO BE ENTITLED TO KEEP ANY AMOUNT PAID BY CUSTOMER PURSUANT TO SECTION C ABOVE.
 2. MAINTENANCE: IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY MAINTENANCE SCHEDULE PROVIDED HEREUNDER DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO COMPANY AN AMOUNT EQUAL TO FIFTY PERCENT (50%) OF THE MONTHLY RECURRING CHARGES "MRCS" MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM (TERMINATION FEE). THE CANCELLATION CHARGE AND TERMINATION FEE SHALL NOT BE PENALTIES AND SHALL INSTEAD BE DEEMED AN ADEQUATE MEASURE OF LIQUIDATED DAMAGES INCURRED BY THE COMPANY DUE TO EARLY TERMINATION BY THE CUSTOMER.
- E. DISPUTES.** To dispute a bill, Customer must do so in good faith and provide notice to Company of the specific basis for such dispute within thirty (30) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived.



- F. MAINTENANCE PLAN.** Company offers various tiered Maintenance Service Plans ("Plans"). Customer's choice of Plan, if any, shall be indicated on a Schedule, where each Plan is further described. All work performed by Company for Customer shall be billed at Company's then current time and material rates for: 1) any services performed which Company deems as out of scope of the Agreement, or 2) for CPE not covered by a Plan under a Schedule.
- G. LIMITED WARRANTY.**
1. **CPE.** All assignable manufacturers' warranties applicable to CPE will be assigned to the Customer and will begin upon Customer's signature on the Certificate of Delivery and Acceptance. All CPE warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the CPE. Any extended warranty available from the manufacturer of such CPE may be made available to the Customer.
 2. **Maintenance.** All Maintenance performed by Company is described in the Schedule(s) and is warranted to be free of defects under normal use ("Defects") for ninety (90) days from the date such Maintenance is provided. Remedy for any Defects is limited to re-performance. Company shall be relieved of all obligations and liability if Customer fails to provide notice of the Defect to Company within thirty (30) days after the Defect becomes reasonably apparent. No action, including, without limitation, contract and/or tort actions, relating to the Maintenance may be brought by the Customer more than one (1) year after the cause of action or same accrues.
 3. **NO OTHER WARRANTIES. THE WARRANTIES SET FORTH ABOVE, INCLUDING ANY TIME PERIOD BY WHICH THE WARRANTIES ARE EXTENDED BY AN EXTENDED WARRANTY PLAN, ARE EXCLUSIVE OF, IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ANY AND ALL OTHER WARRANTIES, GUARANTEES, REMEDIES, OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. THE WARRANTIES ARE ONLY EFFECTIVE UPON CUSTOMER'S PAYMENT IN FULL OF ALL SUMS DUE TO COMPANY PURSUANT TO THE SCHEDULE AND CANNOT BE EXTENDED, ALTERED, OR VOIDED, EXCEPT BY A WRITTEN SCHEDULE SIGNED BY AN AUTHORIZED DESIGNEE OF COMPANY AND CUSTOMER.**
- H. TITLE AND RISK OF LOSS.** Risk of loss passes to Customer on delivery by Company or manufacturer or such CPE to a common carrier for delivery to Customer or upon installation of such CPE at Customer's premises, whichever occurs earlier. Title to the CPE does not pass to either Customer or any third party financing the CPEs purchase on behalf of Customer until Company has been paid in full for such CPE.
- I. CREATION OF LIEN.** It is expressly understood and agreed by Customer that a mechanic's lien in favor of Company shall be created against the property where the Services are installed or provided. Said lien shall take effect immediately upon the installation of such Services. Company agrees that said lien will not be recorded or foreclosed unless Customer fails to timely pay for the Services furnished by Company.
- J. LIMITATION OF LIABILITY.** Except as set forth herein, in no event will Company be liable for any special, incidental, indirect, consequential, punitive or similar damages including but not limited to attorney's fees, loss of profits, business, or to the extent permitted by law, damages for injury to person or property or death. Company shall have no responsibility for, nor any other liability or warranty for, defects, damages or delays caused by the actions or inactions of persons or entities not affiliated with Company, or caused by, or attributable to any reason beyond Company's reasonable control including, but not limited to any acts of God, strikes, work stoppages, etc., or failure of Customer to provide Company with access to CPE or failure of Customer to provide Company with notice of malfunction, Company makes no warranty to prevent unauthorized use of the system, including toll fraud. Company shall not be liable for damages of any kind arising or resulting from unauthorized use of the system, including toll fraud.
- K. CONDITIONS OF PREMISES.** Customer warrants that the premises and conditions to be encountered by Company at the premises and in areas where work is to be performed shall: (i) be in compliance with all applicable laws, rules and regulations, (ii) be safe and non-hazardous, and (iii) not contain, present, or expose Company representatives to hazardous materials or substances. Customer shall at all times maintain a suitable environment in which the CPE can operate, including but not limited to, the necessary space to accommodate the CPE and the necessary power, heating and cooling, humidity and dust control as required by manufacturer specifications.
- L. INDEMNIFICATION.** Each party agrees to indemnify and hold harmless and upon request defend the other party and its representatives, affiliates, employees or agents from and against any and all claims, costs (including reasonable



attorneys' fees), liabilities, judgments, or obligations arising out of or relating to the negligent act or failure to act or willful misconduct by the indemnifying party or its representatives, affiliates, employees or agents in performance of this Agreement.

- M. ASSIGNABILITY.** Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets but Customer shall provide Company with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Company's advance written consent.
- N. GOVERNING LAW.** This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Delaware law, without regard to its conflict of law principles.
- O. END USER LICENSE AGREEMENT.** If Customer's Services include third party software, Customer agrees to comply with the terms of any applicable end user license agreement posted at such third party's website prior to using the relevant Services. This specifically includes compliance with any applicable Avaya Software License Terms located at <https://support.avaya.com/>.
- P. NOTICES.** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the service address identified in the Service Schedule or to Company at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270 or at such other address provided to the other party.
- Q. REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES.** Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

CUSTOMER	COMPANY
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE:
Social Security Number	
Tax ID Number or	
Tax Exempt Status	
Tax Exempt Attach Documentation	



WINDSTREAM SERVICE TERMS AND CONDITIONS

These terms and conditions apply to the provision of all telecommunications and related services (“Services”) by Windstream¹ (“Windstream”) to Customer under the proposal to which these terms and conditions are a part. These terms and conditions and Customer’s proposal/sales order, and any service specific schedules form the agreement (“Agreement”). The Services will be offered in each area to the Customer by the Windstream affiliated entity authorized to provide the Services in the applicable jurisdiction.

- 1. Term and Renewal.** This Agreement is effective on the date identified on the proposal (“Effective Date”) and will continue for the term set forth in the proposal from the date that Services are installed until either terminated pursuant to the provisions below or replaced with a new agreement (the “Term”). Upon expiration of the Term, **this Agreement will automatically renew for successive one-year terms** (each, a “Renewal Term”) until terminated or cancelled pursuant to its terms. In the event a Customer provides written notice of its intent not to renew but does not terminate Services hereunder, Windstream shall have the option of continuing to provide such Services on a month-to-month basis, priced at Windstream’s then current monthly rates.
- 2. Charges for Services; Billing and Payment.** Customer is responsible for paying all charges that apply to the Services ordered on a proposal or used on a per-use basis by Customer, including items such as features, installation, labor, repair, long distance, and directory or operator assistance as specified on the proposal or set forth in Windstream’s Tariffs or the FCC or state Service Publications. Customer is responsible for taxes, surcharges, fees, and assessments that apply to the sale and use of Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Windstream will bill Customer monthly for the Service, and all bills are due and payable upon receipt. Payment will be considered late if not paid by the due date reflected on the invoice. All amounts payable by Customer shall be made without setoff or counterclaim and without deduction. Billing at a location will begin upon the earlier of (i) the installation date (which may be the date administrative access to certain software-based Services is granted to Customer); (ii) thirty (30) days after delivery of the applicable facility and/or equipment to the Customer premises (if the delay in connection of the facility and/or equipment is due to Customer or its agent); (iii) the date the Company notifies a Customer that Service is available for use by Customer; (iv) the date that Service would have been available for use by Customer if Customer had fulfilled its performance obligations required to provision the Service; or (v) the date that installation of MPLS services is complete at the second site in an MPLS network; however, Windstream may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. If installation of off-net Services is delayed due to action or inaction by Customer, then Customer shall be responsible for all associated third-party provider charges. In certain service areas, paper bills are available only upon request and for a monthly charge and billing for usage will round up to the next cent. If Customer authorizes payment by credit or debit card, then Windstream will not obtain further consent or provide additional notice before invoicing the credit or debit card for all amounts due and owing. **WINDSTREAM RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES (“MRCs”) ON AT LEAST THIRTY 30 DAYS’ NOTICE AND OTHER RATES AT ANY TIME.**
- 3. Service Outage Credits.** For Windstream’s business-grade local and long distance voice telecommunications services, T1 and higher facility network Internet access and private networking services, Customer will receive a credit of 1/30th of the MRC for that month for each day that Customer has a Service Outage, defined below. Only the Service affected by the Service Outage will be eligible for a credit. Credit is based upon the length of time Customer is without Service. Credits in any single month cannot exceed the MRCs for Service that was affected by a Service Outage in that month. For purposes of this Agreement, a “Service Outage” is defined as the complete inability to: (i) make or receive calls; (ii) access the Internet for the purpose of sending or receiving Internet traffic; or (iii) send or receive data across a Windstream supported private network. In the event Customer rents equipment or orders data center services from Windstream, such equipment and services shall not be considered “Services” for purposes of service credits under this Agreement.
- 4. Disputes.** To dispute a bill, Customer must do so in good faith and deliver to Windstream in writing the specific basis for such dispute within sixty (60) days after the date on the bill. If Customer does not follow this dispute process, the dispute shall be deemed waived. Each party has the right to discuss issues directly with the other party and Windstream may refuse to discuss issues through Customer’s external representative.
- 5. Partial Payments; Late Payments.** Windstream may accept any payments Customer marks as being “payment in full” or as being settlement of any dispute without waiving any rights Windstream has to collect the full payments from Customer. Customer is responsible for paying all costs and fees Windstream incurs as a result of collecting Customer’s unpaid charges. If Windstream does not receive full payment when due or does not receive payment in immediately available funds, Windstream will add a late payment fee to the amounts owed and will calculate such fee as the total owed times interest at the maximum rate allowable by law.
- 6. Credit and Deposits.** Customer authorizes Windstream to ask credit-reporting agencies for Customer’s credit information. Windstream may require Customer to submit an initial security deposit and/or advance payment and an additional deposit and/or advance payment if Customer increases Services, Customer is late on payment, or Customer’s credit rating changes. The deposit will be refunded if satisfactory credit has been established or upon termination of this Agreement for any reason, except that Windstream at its discretion may apply the deposit to any amount due and unpaid by Customer.
- 7. Services Location; Moves.** Customer is responsible for providing an environment that is suitable for the Services, including equipment that is compatible with Windstream’s network. Customer shall provide Windstream with the correct address to obtain Services, because Windstream relies on such information to determine which taxes, fees, surcharges and assessments apply to the Services. If Customer does not provide a valid address, Customer will be responsible for any resulting taxes, fees, surcharges, assessments and penalties related thereto. Customer will notify Windstream if Customer’s address changes, in which case Windstream may either (a) terminate the affected Services, or (b) allow Customer to provide sixty (60) days’ advance notice to Windstream to move Services to a new location and pay any applicable installation charges. Customer will enter into a new agreement for such new location, or Windstream will apply the liquidated damages set forth in Section 14 for the terminated location. Charges, including reasonable administrative costs and fees incurred by Windstream may apply as a result of Customer’s move, in addition to a change in MRCs.
- 8. Windstream-Provided and Owned Equipment.** Any equipment installed by Windstream on Customer’s premises that is not the subject of a sale to Customer (such as the CSU/DSU, interface cards, Channel Bank and routers, or an antenna, if applicable) shall remain at all times the property of Windstream and shall not be considered a fixture. Equipment shall remain in good condition, less normal wear and tear. Windstream shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse Windstream for the cost of any necessary repairs. Customer shall provide Windstream reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If Windstream does not have access to Customer’s premises within thirty (30) days after Customer terminates this Agreement, or if Windstream requests Customer return the equipment and Customer does not return the equipment to Windstream within thirty (30) days of termination, Customer shall reimburse Windstream for the full purchase price of the equipment as well as any attorney’s fees and costs. Customer shall pack and ship the equipment in such a way so as to limit and/or avoid damage to the equipment. In the event the equipment is damaged in shipping, Customer shall be responsible for the cost to replace the equipment. For the avoidance of doubt,

¹Windstream is defined for purposes of this Agreement to mean Windstream Communications, LLC. or such authorized Windstream affiliated entity providing Services to Customer as identified on Customer’s bill.

Customer is responsible for maintaining all equipment on its premises not provided and/or owned by Windstream and ensuring such equipment is compatible with Windstream's network. All terminal equipment must be registered with the Federal Communications Commission ("FCC") under 47 C.F.R. Part 68, and all wiring must be installed and maintained in compliance with those regulations.

9. **Disconnection of Current Provider; Special Construction; Third Party Charges.** Customer is solely responsible for disconnecting Services with its current service provider. Windstream is not responsible for any charges assessed against Customer by such provider. Customer shall pay all charges if Windstream or a third party provider is required to extend the demarcation point or undertake special construction for Customer. Unless Windstream specifically agrees in writing to undertake equipment installation and maintenance work, Customer is responsible for all charges assessed by its phone system vendor and other third parties in connection with the installation of the Services and Windstream shall have no responsibility for maintenance or repair of same.
10. **Third Party Software.** As part of the Services, Customer may be allowed to use certain software and related documentation developed and owned by Windstream's third-party software licensors (collectively, the "Software"). This Software is neither sold nor distributed to Customer and Customer may use it solely as part of the Services and for no other purpose. Customer may not and agrees not to: (i) transfer such Software outside the Services or to any other person or entity; (ii) make copies of the Software, either through a virtual snapshot of the server containing the Software or otherwise; or (iii) transfer the Software outside of Windstream's infrastructure and/or premises. Further, Customer agrees to provide Windstream with evidence that its use of the Software is in compliance with the Agreement and/or third-party software licensor's terms from time to time during the Term as requested by Windstream. If Customer fails to provide such evidence when requested, or is otherwise not in compliance with the Agreement and/or third-party software licensor's terms, Windstream may, at its sole option suspend or terminate the Services that include the Software. For the avoidance of doubt, Windstream's Software licensors are not responsible for providing any support in connection with the Services or the Software.
11. **Government Funding.** Customer must notify Windstream of all restrictions, requirements and reporting obligations to which Windstream could become subject pursuant to any government program before Windstream provisions Services to Customer. Customer will not use such funds, including stimulus funds, grants or loans, in whole or in part, to support its performance under this Agreement without Windstream's prior written consent regarding any specifically applicable terms. If Customer fails to provide such prior written notice to Windstream of government funding or if Windstream does not consent to the use of such funding, then Windstream has the right, in its sole discretion, to reject any order or terminate this Agreement and/or any applicable Services, without liability or obligation to Windstream. If Customer requests government funds for payment of Services under this Agreement and such funding request is denied, Customer shall remain responsible for one-hundred percent (100%) of the cost of Services.
12. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution. THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <https://www.windstream.com/About-Us/Tariffs>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacv.aspx>; (IV) IF CUSTOMER IS OBTAINING CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), CUSTOMER WILL BE REQUIRED TO CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES (CLICK-THROUGHS) PRIOR TO ACCESSING SUCH SERVICE, WHICH SHALL BE DEEMED PART OF THIS AGREEMENT; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE.** This Agreement, the documents incorporated by reference and any addendums entered between the parties constitute the parties' entire Agreement. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any Windstream employee or agent. In the event of any conflict between the provisions of this Agreement and any of the documents incorporated by reference, the provisions of the Tariffs, the FCC or state Service Publications, or Value-Added Services click-through agreements for applicable Services, shall control, followed by this Agreement and then the Acceptable Use and Privacy policies. This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. Windstream also may execute this Agreement via a verifiable electronic signature.
13. **Termination.** Either party may terminate this Agreement by providing at least thirty (30) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and such other party fails to cure within thirty (30) days after written notice; Customer must submit a disconnection request to businessdisconnects@windstream.com. Notwithstanding the foregoing, unless prohibited by law, in the event of nonpayment, the breaching party shall have ten (10) days to cure after written notice. Customer's right to terminate for cause is limited to termination of the affected Services at the affected location only. In the event Customer rents equipment from Windstream and Customer terminates network Services pursuant to this section, Customer shall remain obligated to fulfill the remainder of the applicable equipment schedule term. Windstream may limit, interrupt, suspend or terminate Services immediately if: (a) after any required notice, Customer has not paid for Services, or has failed to pay a deposit or advance payment requested by Windstream; or (b) Customer uses the Services in an adverse manner that affects Windstream's network or other customers, Customer or others have used the Services fraudulently or unlawfully while on Customer's premises or via Customer's equipment or while the Services are under Customer's control, or there otherwise occurs an event for which Windstream reasonably believes that the suspension or termination of Services is necessary to protect Windstream or Windstream's other customers from an imminent and significant operational, financial or security risk, in which case Windstream will provide advance notice if practicable or (c) Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or (d) Customer resells any Services or uses the Services to aggregate other persons' traffic; or (e) Customer uses the Services for its own end users and/or customers as a telecommunications provider or any other kind of provider; or (f) Customer fails to comply with any applicable regulations or statutes and does not cure such failure to comply within ten (10) days of receiving notice from Windstream; or (g) if Customer impersonates another person, uses obscene or profane language or is abusive or harassing when communicating with Windstream representatives, and fails to stop the behavior after receiving a written or verbal warning from Windstream, or (h) for fixed wireless customers, Customer fails to comply with the Customer Responsibilities as defined below. In addition to the termination rights of Windstream set forth above, if Customer or others use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services (including, but not limited to, circumstances in which Windstream is receiving traffic from Customer that originates from a location other than the local calling area associated with the customer's service location or Customer is terminating large volumes of calls to areas in which the cost to terminate such calls is high or to a toll-free number, or when ten percent (10%) or more of Customer's calls are six (6) seconds or less, and/or when more than forty percent (40%) of call attempts are uncompleted per trunk group and DS0/DS0 equivalent), and whether or not such use of the Services is due to Customer or a third party accessing Customer's Services or Equipment fraudulently, Windstream may: (v) charge long-distance charges for such traffic and any additional charges necessary to recoup its administrative costs and any charges from other carriers; (w) charge an additional price per minute in Windstream's discretion for each call that violates this provision; (x) restrict or cancel use or convert customer to another plan; (y) require customer to pay for the excessive use immediately and make a deposit; and/or (z) void any applicable price guarantee. Windstream may restore service if customer corrects the violation and pays all outstanding amounts owed, including restoration charges. Prior to installation of Services, Windstream may attempt to verify the availability of facilities, and in the event that Windstream determines in its sole discretion that facilities are not economically or technically feasible, Windstream has the right to terminate this Agreement without liability. In the event facilities leased by Windstream from third parties to provide the Service(s), including, but not limited to, copper or fiber facilities, are no longer available to Windstream at reasonable rates or are not available for any reason, including, but not limited to, regulatory changes or retirement of copper plant, Windstream has the right to terminate this Agreement without liability upon thirty (30) days' notice.

14. Effect of Termination.

a. **Pre-Installation-** If Customer terminates this Agreement after the Effective Date but prior to the installation of Service(s), Customer will pay Windstream a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if Windstream's costs to other providers are greater than this amount, Customer shall also reimburse Windstream for such costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by Windstream to prepare for installation. The Cancellation Charge set forth in this Section 14(a) is in lieu of the charges set forth in 14(b) below for post-installation cancellations.

b. **Post-Installation-** CUSTOMER UNDERSTANDS THAT ITS RATES ARE BASED UPON ITS COMMITMENT TO PURCHASE SERVICES FOR THE TERM OR RENEWAL TERM. AS SUCH, IF CUSTOMER TERMINATES THIS AGREEMENT OR ANY SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR CAUSE, OR AS A RESULT OF WINDSTREAM'S TERMINATION FOR CUSTOMER'S BREACH, CUSTOMER SHALL PAY TO WINDSTREAM AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCS APPLICABLE TO THE TERMINATED SERVICES MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WINDSTREAM, INCLUDING BUT NOT LIMITED TO ACTUAL EXPENSES INCURRED BY WINDSTREAM TO INITIATE OR TERMINATE THE SERVICES, THIRD PARTY COSTS, USE OF LIMITED NETWORK RESOURCES, INSTALLATION CHARGES WAIVED AND ANY DISCOUNTS OR CREDITS GRANTED. If Customer's proposal includes Monthly Minimum Charges or Fees ("MMCs" or "MMFs") and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below the MMC or MMF for that location, Customer will pay the MMC or MMF every month in lieu of the Liquidated Damages set forth above. If Customer's proposal *does not* include MMCs or MMFs and Customer terminates or disconnects less than the entirety of its Services such that its actual usage at a location falls below fifty percent (50%) of its original contracted rate for that location, Customer will pay fifty percent (50%) of the MRCs every month in lieu of the Liquidated Damages set forth above. Additionally, if Customer received a bundled rate for the disconnected Service(s), then Customer's charges may be adjusted by Windstream to the unbundled service rates.

15. Limitation of Liability. FOR PURPOSES OF THIS SECTION, AND THE FOLLOWING SECTIONS DESCRIBING INDEMNITY, DISCLAIMER OF WARRANTIES, AND EMERGENCY. CRITICAL LINES SECTIONS, "WINDSTREAM" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WINDSTREAM RESELLS SERVICES.

A. WINDSTREAM'S LIABILITY FOR SERVICES PROVIDED UNDER THIS AGREEMENT WILL NOT EXCEED THE LESSER OF: (I) CUSTOMER'S MRCs DURING THE PERIOD IN WHICH THE DAMAGE OCCURS, OR (II) CUSTOMER'S MRCs MULTIPLIED BY SIX (6). IF CUSTOMER'S SERVICE IS INTERRUPTED, WINDSTREAM'S LIABILITY WILL BE LIMITED TO A PRO-RATA CREDIT FOR THE PERIOD OF INTERRUPTION. CUSTOMER AGREES THAT THE PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WINDSTREAM'S LIABILITY AS PROVIDED HEREIN. UNDER NO CIRCUMSTANCES WILL WINDSTREAM BE LIABLE FOR ANY ACCIDENT OR INJURY CAUSED BY SERVICES, ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. WINDSTREAM IS NOT RESPONSIBLE OR LIABLE IF SERVICES ARE LOST, STOLEN MISUSED, OR THE VICTIM OF FRAUD, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED FOR SUCH LOSS, MISUSE, THEFT, OR THE RESULT OF FRAUD OF SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WINDSTREAM NOTIFIES CUSTOMER OF INCREASED USAGE.

B. ENTRY ONTO WINDSTREAM'S PREMISES IS AT CUSTOMER'S OWN RISK, AND WINDSTREAM ASSUMES NO LIABILITY WHATSOEVER FOR ANY HARM ARISING FROM ANY CAUSE OTHER THAN WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT RESULTING IN PERSONAL INJURY TO CUSTOMER DURING SUCH VISIT. WINDSTREAM IS NOT RESPONSIBLE IF EQUIPMENT IS LOST, STOLEN OR MISUSED, EXCEPT WHEN DUE SOLELY TO WINDSTREAM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CUSTOMER IS RESPONSIBLE FOR ALL LOSS INCURRED FOR MISUSE, MISHANDLING OR PROVISIONING OF CUSTOMER EQUIPMENT INCOMPATIBLE WITH THE SERVICES, CHANGES MADE TO THE SERVICES BY CUSTOMER OR A THIRD PARTY NOT AUTHORIZED TO MAKE CHANGES, OR BY WINDSTREAM AT THE DIRECTION OF CUSTOMER. IN NO EVENT SHALL WINDSTREAM BE RESPONSIBLE FOR ANY THIRD-PARTY EQUIPMENT, INCLUDING ANY DAMAGES THAT MAY ARISE AS A RESULT OF DEFECTS OR ISSUES RELATED TO THE THIRD-PARTY EQUIPMENT. TO THE EXTENT WINDSTREAM IS LIABLE FOR DAMAGE TO, OR LOSS OF, CUSTOMER EQUIPMENT, SUCH LIABILITY WILL BE LIMITED TO THE THEN-CURRENT BOOK VALUE OF THE DAMAGED EQUIPMENT. EACH PARTY IS RESPONSIBLE FOR INSURING THE EQUIPMENT AND PROPERTY IT OWNS WITH COVERAGE CONSISTENT WITH INDUSTRY STANDARDS.

16. Indemnity. EACH PARTY WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL THIRD-PARTY CLAIMS ARISING OUT OF THE INDEMNIFYING PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT. FURTHER, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS WINDSTREAM FROM AND AGAINST ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH (I) ANY FAILURE BY CUSTOMER OR CUSTOMER'S END USERS TO COMPLY WITH WINDSTREAM'S ACCEPTABLE USE POLICY OR APPLICABLE LAW, OR (II) CLAIMS OF OWNERSHIP OR SUPERIOR RIGHTS TO CUSTOMER EQUIPMENT OR OTHER INTELLECTUAL PROPERTY BY A THIRD PARTY.

17. Force Majeure. Windstream shall be excused from, and shall have no liability, including service credits, with respect to, any delay or failure to perform hereunder caused by any event beyond its reasonable control, including but not limited to, (i) cable cuts or common carrier delays; (ii) actions, failures to act or delays by Customer or others authorized by the Customer to use the Service; (iii) failure or unavailability of power, equipment, materials, services or systems not provided by Windstream including but not limited to other providers' networks and interconnections to or from and connectivity with other Internet Service Providers' networks; (iv) Customer owned or leased equipment or facilities (i.e., Customer's PBX, Local Area Network (LAN)); (v) during any period in which Windstream or its agents are not afforded access to the premises where access lines associated with the Services are terminated or the Customer elects not to release the Services for testing and/or repair and the Customer continues to use Services; (vi) maintenance (planned or emergency) or implementation of a Customer order that requires a Services interruption (Windstream reserves the right to schedule maintenance and upgrades to the network seven (7) days a week from 12a.m. to 6a.m. in the local time zone of the area being worked on without prior notice to Customer or upon reasonable advance notice outside these time frames); (vii) when a Service Outage has not been reported to Windstream or where there is a trouble reported, but no trouble found; (viii) labor difficulties, governmental orders, civil commotion, acts of God and other circumstances beyond Windstream's reasonable control; and (ix) spectrum interference, electrical storms, heavy precipitation, or excessive weather conditions.

18. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WINDSTREAM'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, ANY WARRANTY THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR ANY WARRANTY REGARDING THE QUALITY, CONTENT, ACCURACY OR VALIDITY OF THE INFORMATION OR DATA RESIDING ON OR PASSING THROUGH OR OVER THE NETWORK AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED. WITHOUT LIMITING THE FOREGOING, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS ARE NOT GUARANTEED. EXCEPT AS EXPRESSLY PROVIDED IN WINDSTREAM'S PRIVACY POLICY, WINDSTREAM HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WINDSTREAM'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.

19. **Emergency. Critical Lines.** CUSTOMER ACKNOWLEDGES THAT CERTAIN SERVICES MAY NOT, IN CERTAIN CIRCUMSTANCES, PROVIDE ACCESS TO 911 OR TRANSMIT THE MOST ACCURATE LOCATION OR EXTENSION INFORMATION IN A TIMELY MANNER, IF CUSTOMER ATTEMPTS TO ACCESS 911 IN AN EMERGENCY. Examples include voice over Internet protocol ("VoIP"), Centrex, Allworx Reach™ Application ("Allworx Reach™"), and private branch exchange. Additionally, because T1s and VoIP can cease operating during a power outage, Customer should have a basic business or copper line for elevator, alarm, E911 and other critical functions. When using VoIP service or Allworx Reach™, Customer must timely update changes to their registered location for 911 services. By signing this Agreement, Customer acknowledges that Customer has read this disclosure. By proceeding with use of Services, Customer assumes all responsibility and risk of harm, loss, or damage in the event that 911 access fails, is not possible, or does not provide the address, correct address, extension or other information to emergency authorities.

20. **Miscellaneous.** (a) Notices and Electronic Communications: Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to Windstream at Windstream, Attn: Correspondence Division, 1720 Galleria Blvd., Charlotte, NC 28270, windstream.business.support@windstream.com or at such other address provided to the other party. Please note, all Customer disconnection requests must be sent to businessdisconnects@windstream.com. CUSTOMER AGREES THAT WINDSTREAM MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WINDSTREAM'S SERVICES; (b) Applicable Law; Venue: This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided, without regard to that state's conflict of laws principles. If this Agreement covers multiple states, then it is subject to Nebraska law, without regard to its conflict of law principles. The parties agree to submit to the exclusive jurisdiction of federal courts in the state in which the Services are provided (or federal courts in Nebraska, if the Agreement covers multiple states) so long as diversity and the amount in controversy requirements are met, or a federal question is at issue; (c) Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (d) Statute of Limitations: No claim may be asserted by either party against the other with respect to any event, act or omission for which a claim accrued more than two (2) years prior to such claim being asserted; the foregoing statute of limitations is not applicable to billing disputes, which are governed by the timeframe for disputes described in Section 4; (e) Assignment: Either party may assign this Agreement to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer shall provide Windstream with notice and complete all paperwork necessary to effectuate any change in ownership or other account changes. Otherwise, Customer may not assign its rights and obligations under this Agreement without Windstream's advance written consent. Any attempted assignment in violation of this provision is void; (f) Third Party Beneficiaries: No third party shall be deemed a beneficiary of this Agreement; (g) Publicity: Customer agrees that Windstream may publicly disclose that Windstream is providing Services to Customer and may include Customer's name in promotional materials, including press releases; (h) Waiver: Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) Severability: If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) Survival: Sections 15 through 20 survive after this Agreement ends; (k) Handwritten Changes: Handwritten changes are not binding on either party; (l) Use of Products in U.S. Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At Windstream's request, Customer shall sign written assurances and other export-related documents as may be required for Windstream to comply with U.S. export regulations; (m) Representation on Authority of Parties/Signatories: Each person signing this Agreement represents and warrants that he or she is duly authorized in accordance with its corporate governance documents and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms; (n) Confidentiality: Except when this Agreement is required to be filed with a governmental authority or as may otherwise be required by local, state or federal freedom of information laws, the parties agree that this Agreement contains proprietary and confidential information and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of Windstream that are negotiating with Customer in order to execute this Agreement.

21. **Service Specific Provisions:**

For Dynamic IP Services only:

Customer represents and warrants that it will immediately notify and post alternative dialing instructions to its end-users if any restrictions or limitations to access emergency 911 services result from its actions including but not limited to: (a) Extending the origination of outbound calling capabilities of the Dynamic IP service outside of the Windstream Dynamic IP-serviceable area by means of private circuits, wireless service, public networks, the public Internet or other means; (b) Implementing call routing schemes within its applications, systems or networks which may prevent access to emergency services; or (c) Implementing call routing schemes within its applications, systems or networks which may route outbound emergency 911 calls to Public Service Answering Points (PSAPs) other than the PSAP servicing the calling party end-user location. Customer agrees to indemnify and hold Windstream harmless from all claims, causes of action, damages and judgments arising from restrictions or limitations to access emergency 911 services as a result of customer's actions or inactions in ensuring that all 911 dialed calls are routed to the proper PSAP using Windstream's dynamic IP service.

For Managed CPE Firewall Services only:

Authorization to Perform Testing. Certain laws and regulations prohibit the unauthorized penetration of computer networks and systems. Customer hereby grants Windstream the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service. Customer acknowledges that the Managed CPE Firewall Service constitutes permitted access to Customer networks and computer systems. In the event one or more of the IP Addresses Customer gives to Windstream are associated with computer systems that are owned, managed, and/or hosted by a third party service provider ("Host"), Customer agrees to: (i) notify Windstream of such Host arrangement prior to the commencement of any Managed CPE Firewall Service; (ii) obtain Host's written consent for Windstream to provide the Managed CPE Firewall Service on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein; (iii) provide Windstream with a copy of such consent, acknowledgement and acceptance; and (iv) facilitate any necessary communications and exchanges of information between Windstream and Host in connection with the Managed CPE Firewall Service. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of

Customer's failure to comply with this section. Customer will indemnify and hold Windstream and its suppliers harmless from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Managed CPE Firewall Service entail certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Managed CPE Firewall Service; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.

With regard to any software components of the Firewall Device, Customer agrees it will not: (i) use or make any copies of the software; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, or distribute the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software. Customer agrees to indemnify, defend and hold Windstream and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees, which arise out of Customer's failure to comply with the foregoing.

For Fixed Wireless Services only:

Customer Responsibilities: Customer shall comply with and satisfy the following responsibilities ("Customer Responsibilities") related to the installation, support, and maintenance of Services and Windstream equipment: (a) Obtain, secure, and maintain "roof rights" for Windstream equipment from property owners at each service location and make available to Windstream upon request all applicable and necessary authorizations, licenses, permits, and proof thereof; (b) Provide secure and environmentally sound space that is sufficient for Windstream equipment at each of the service locations, no further than three hundred (300) feet from Customer's router or switch interface; and (c) Provide internal building conduit to allow Windstream the ability to rod/rope to the point of demarcation. In the event Customer fails to comply with any of the Customer Responsibilities, Windstream may cancel or terminate Services at such particular service location(s) without any liability or obligation to Customer and the provisions of Section 14 shall apply.

Windstream Fixed Wireless Equipment: Windstream will not maintain and is not responsible for any software, cables, or hardware attached to the Windstream equipment that is not installed by Windstream, including Customer's internal network. Unless Windstream has notified Customer that it has lease or license rights to the roof on which the Windstream equipment is installed, it is Customer's sole obligation to safely secure and reasonably protect Windstream equipment from and against damage, abuse, and theft while at the Service Location(s). Windstream reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at Windstream's then current hourly rates. Windstream shall perform any installation or de-installation in a workmanlike manner using reasonable care, but shall not be liable for any reasonable alterations or necessary work to the Service Location(s) that are required for the installation services, use, or removal of the Windstream equipment such as holes in walls or ceilings, cable wiring, penetration, or antenna mounting brackets.

This Service Level Agreement (“SLA”) only applies to Windstream’s Enterprise Data Products, as defined herein (the “Services”), and is offered as part of networking services provided by the applicable Windstream company. The SLA does not apply to any applications or enhanced telecommunications services, local access circuits, equipment sales and related maintenance services, or any other services provided by a Windstream company or any third party provider. The SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. This SLA shall be deemed an addendum to either the written contract executed by the parties or the Windstream Online Terms and Conditions to which Customer is subject, whichever is applicable. To be eligible for the credits under this SLA, Customer must be in good standing with Windstream and current in Customer’s obligations.

1 Description of Services

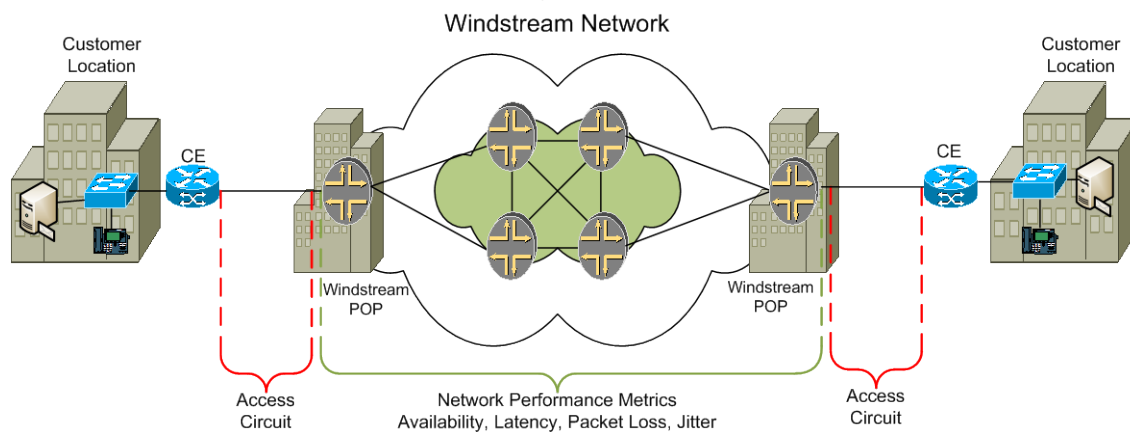
The Services covered under this SLA are Ethernet Internet (“EI”), Dedicated Internet (“DI”), and MPLS Networking Services. MPLS Networking Services (“MPLS Networking”) are IP Virtual Private Network (“IP VPN”), Virtual LAN Services (“VLS”), Dynamic IP, and Virtual PBX. Individually, the Services may be referenced in this SLA by the noted abbreviations. Collectively, the term “Services” as used in this SLA refers to any of the qualifying EI, DI, and MPLS Networking Services but does not refer and shall not be interpreted as referring to other services offered by Windstream or any third party provider. Services under this SLA shall only be entitled to credits consistent with the terms of this SLA and shall not be subject to credits under any other agreement or arrangement that may exist between Windstream and Customer. To the extent of any conflict between the terms of this SLA and such other agreement with respect to service credits, this SLA shall govern.

1.1 MPLS Networking

As noted above, MPLS Networking includes for purposes of this SLA only IP VPN, VLS, Dynamic IP, and Virtual PBX. Windstream’s MPLS Networking provides connectivity through Windstream’s network at designated speeds, enabling Customer to transport private data between two or more Customer locations. MPLS Networking enables Customer to prioritize voice or data through Quality Of Service (“QOS”) levels, as defined later, based on Customer’s unique business requirements.

The performance of Windstream’s network for purposes of measuring MPLS Networking deliverables under this SLA is measured through Network Availability, Network Latency, Network Packet Loss, and Network Jitter. These individual metrics are defined in Section 3 below and collectively may be referenced in this SLA as “Network Performance Metrics.” All Network Performance Metrics will be measured across specific Points of Presence (“POP”) on Windstream’s Network (See figure 2-1). Windstream’s network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Performance Metrics.

Figure 2-1

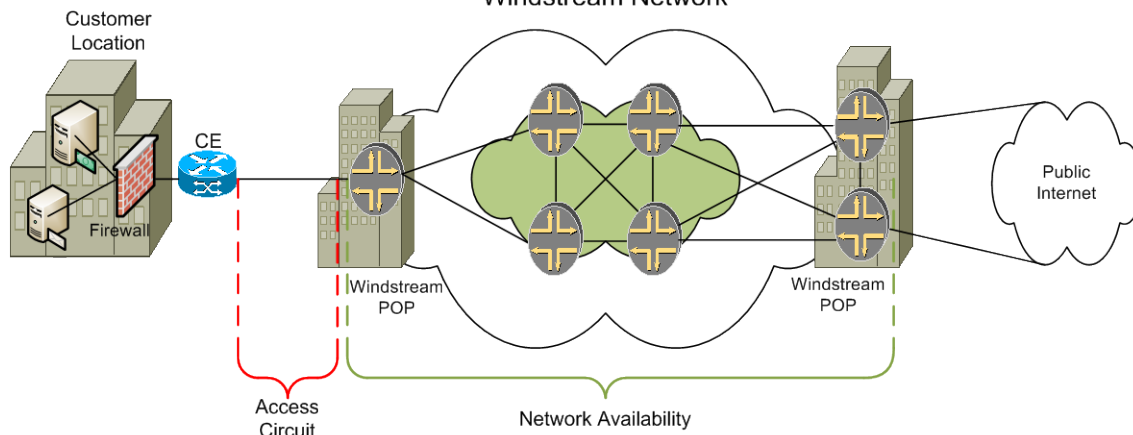


1.2 Dedicated Internet / Ethernet Internet Access

As noted previously, in addition to MPLS Networking, this SLA applies to DI and EI. DI and EI provide connectivity to the public internet through Windstream’s network at designated speeds.

The performance of Windstream’s network for purposes of measuring DI and EI deliverables under this SLA is measured through Network Availability. For purposes of DI and EI, Network Availability will be measured across specific POPs on the Windstream Network. (See figure 2-2). Windstream’s network management system is the sole and conclusive measurement for purpose of this SLA regarding Network Availability.

Figure 2-2
Windstream Network



2 Definition

2.1 Service Outage:

A Service Outage is defined as the complete unavailability or degradation of Services during any unscheduled period of time except that Windstream is not responsible for failure to meet performance objectives for any of the following reasons which shall not be deemed a Service Outage (collectively, “Exclusions”):

- Any Service Outage for which Customer may have previously obtained credit or compensation outside the terms of this SLA;
- Actions, failures to act or delays by Customer or others authorized by or acting on behalf of Customer to use the Services;
- Failure of power, equipment, services or systems not provided by Windstream;
- Customer owned or leased equipment or facilities (*e.g.*, Customer’s PBX or local area network);
- Failure of Customer to afford Windstream or its agents access to the premises where access lines associated with the Services are terminated;
- Election by Customer not to release the Services for testing and/or repair during which time Customer continues to use Services;
- Maintenance activities (including planned and emergency) as set forth in Section 5 of this SLA;
- Implementation of a Customer order that requires Services interruption;
- Failure to report a Service Outage to Windstream or reporting of a trouble where no trouble was found;
- Labor difficulties, governmental orders, civil commotion, acts of God, and other circumstances beyond Windstream’s reasonable control; and
- Failure of equipment or systems responsible for network measurements.

2.2 Windstream Point of Presence (“POP”):

Physical location of Windstream router at the edge of Windstream’s network that faces the Customer Edge and delivers private data and/or Internet Services to Customer’s network.

2.3 Customer Edge (“CE”):

CE refers to the router at Customer’s premises that is connected to the Windstream POP.

2.4 Quality of Service (“QOS”):

QOS is the ability to provide different priority to different applications, users, or data flows, or to offer a certain level of performance for data flows. For example, a required bit rate, delay, jitter, packet dropping probability and/or bit error rate may be offered by Windstream to Customer. To determine what QOS level applies to the Services, Customer either must select from the following QOS classes of service or subscribe to a Service that is defaulted into one or more QOS classes. The Windstream QOS classes are identified as:

QOS Class of Service	Description
Real Time	Real-time Class of Service delivers premium QOS to a customer’s site and is optimized for low latency and low jitter performance required for voice communications. All managed VoIP services are defaulted into Real-time QOS.
Mission Critical Data	Mission Critical Class of Service provides the highest priority treatment for data. Intended for applications with high business value requiring large bandwidth allocations and/or lower latency such as interactive video conferencing, streaming video, credit card transactions, and ERP applications like SAP and PeopleSoft.
Business Critical Data	Business Critical Data Class of Service provides priority treatment to transactional and interactive data such as email, or client/server applications
Standard Data	Standard Data class of Services enables customers to share latency and jitter tolerant data and Internet applications across all locations. DI and EIA traffic are defaulted into Standard Data QOS.

2.5 Calendar Month:

For the purpose of this SLA a Calendar Month is based on 60 Minutes/Hour, 24 Hours/Day, 30 Days/Month = 43,200 average monthly minutes. In no event shall any obligation for a service credit arise under this SLA until such time as the Services are fully installed and operational.

3 Service Levels

3.1 Network Availability

For purposes of measuring Windstream’s MPLS Networking, DI, and EI QOS under this SLA, the term “Network Availability” is defined as the percentage of time in one Calendar Month during which POPs on Windstream’s wholly owned IP/MPLS network can deliver traffic to/from other Windstream POP locations and does not apply to local access circuits. Network Availability shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Availability measurements do not include the specified Exclusions (e.g., scheduled maintenance windows or planned outages).

The following outlines the Network Availability objectives in any given Calendar Month:

MPLS Networking DIA / EIA	99.99% (≤ 4.32 minutes of network unavailability per month)
--------------------------------------	----------------------------------------------------------------

3.1.1 Services Credit for time when Network Availability is not provided (“Network Unavailability”)

Network Unavailability / Duration	Services Credit
>4.32 minutes and ≤ 1hour	1/30 th of the Monthly Recurring Charge
>1 hour and ≤ 2 hours	2/30 th of the Monthly Recurring Charge
>2 hours and ≤ 3 hours	3/30 th of the Monthly Recurring Charge
>3 hours and ≤ 4 hours	4/30 th of the Monthly Recurring Charge
>4 hours and ≤ 5 hours	5/30 th of the Monthly Recurring Charge
>5 hours and ≤ 6 hours	6/30 th of the Monthly Recurring Charge
>6 hours and ≤ 7 hours	7/30 th of the Monthly Recurring Charge

>7hours and ≤ 8 hours	8/30 th of the Monthly Recurring Charge
>8 hours and ≤ 9 hours	9/30 th of the Monthly Recurring Charge
>9 hours and ≤ 10 hours	10/30 th of the Monthly Recurring Charge
>10 hours and ≤ 11 hours	11/30 th of the Monthly Recurring Charge
>11 hours and ≤ 12 hours	12/30 th of the Monthly Recurring Charge
>12 hours and ≤ 13 hours	13/30 th of the Monthly Recurring Charge
>13 hours and ≤ 14 hours	14/30 th of the Monthly Recurring Charge
> 14 hours	15/30 th of the Monthly Recurring Charge

3.2 Network Latency

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Latency is defined as the round trip delay (in milliseconds) of packets transported between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network and does not apply to local access circuits. Network Latency shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the latency objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	≤ 40 ms (Roundtrip)
Mission Critical Data	≤ 45 ms (Roundtrip)
Business Critical Data	≤ 48 ms (Roundtrip)
Standard Data	N/A

3.2.1 Services Credit for Network Latency

QOS Class	Target	Network Latency, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ 40ms (Roundtrip)	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Latency SLA for Real Time QoS in a Calendar Month
Mission Critical Data	≤ 45 ms (Roundtrip)	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Latency SLA for Mission Critical QoS during any Calendar Month
Business Critical Data	≤ 48 ms (Roundtrip)	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Latency SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.3 Network Packet Loss

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Packet Loss is defined as the percentage of packets in a Calendar Month that are dropped between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network and does not apply to local access circuits. Network Packet Loss shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. The following outlines the Network Packet Loss objectives, depending on the class selected by Customer, in any given Calendar Month.

QOS Class of Service	Target Commitment
Real Time	≤ .10%
Mission Critical Data	≤ .30%
Business Critical Data	≤ .50%
Standard Data	N/A

3.3.1 Services Credit for Network Packet Loss

QOS Class	Target	Network Packet Loss =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ .10%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ .30%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Mission Critical QoS during any Calendar Month.
Business Critical Data	≤ .50%	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Packet Loss SLA for Business Critical Data QoS during any Calendar Month.
Standard Data	N/A	N/A

3.4 Network Jitter

For purposes of measuring Windstream’s MPLS Networking under this SLA, Network Jitter is defined as the variation in the delay of received packets transmitted between specific Windstream POP locations across Windstream’s wholly owned IP/MPLS network and does not apply to local access circuits. Network Jitter shall be calculated based on an aggregate monthly measurement average between specific Windstream POP endpoints. Network Jitter measurement is only available to customers selecting the Real Time and/or Mission Critical QOS class. The following outlines the Network Jitter objectives in any given Calendar Month:

QOS Class of Service	Target Commitment
Real Time	≤ 2.5 ms
Mission Critical Data	≤ 3.0 ms
Business Critical Data	≤ 3.5 ms
Standard Data	N/A

3.4.1 Services Credit for Network Jitter

QOS Class	Target	Network Jitter, =(Credit as a fraction of the MRC for the Affected Services)
Real Time	≤ 2.5 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Mission Critical	≤ 3.0 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Business Critical Data	≤ 3.5 ms	1/30 MRC for each day (any 24 hour period) Windstream fails to meet the Network Jitter SLA for Real Time QoS during any Calendar Month.
Standard Data	N/A	N/A

4 Credits

When Customer’s Services fail to meet the applicable commitments outlined in this SLA after being reported by Customer, Customer may receive a credit adjustment to its account. Windstream maintains internal escalation procedures and call-out technical support for observed holidays and after-business hours emergencies and critical outages. To request a credit under this SLA, Customer shall email their Business Sales Representative with a description of the requested credit along with the Windstream trouble ticket number(s) provided by the Service Center within thirty (30) calendar days of the asserted Service Outage. The Business Sales Representative shall notify Customer when the requested credit has been approved or declined.

4.1 Calculations of Credits

Maximum Credit - In no event may the credits provided for hereunder (either individually or on a cumulative basis) in any billing period exceed the total MRCs for that period for service and facilities.

5 Maintenance

As set forth above, maintenance activities are Exclusions and do not constitute a Service Outage for purposes of this SLA. Windstream reserves the right to schedule maintenance and upgrades to the network 7 days a week from 12 a.m. to 6 a.m. in the local time zone of the affected area without prior notice to Customer or upon reasonable advance notice outside these time frames.

5.1 Scheduled Network Maintenance

The term “Scheduled Network Maintenance” refers to upgrades or modifications to network equipment software, network equipment hardware, or network capacity. Scheduled Network Maintenance may temporarily degrade the quality of Customer’s Services. Windstream takes every reasonable precaution to minimize the duration of any impacts during the Scheduled Network Maintenance window. Such effects related to Scheduled Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Scheduled Network Maintenance shall be undertaken **between the hours of 12:00AM and 6:00AM of the local time zone.**

5.2 Emergency Network Maintenance:

The term “Emergency Network Maintenance” refers to efforts to correct network conditions that are likely to lead to a material Service Outage and that require immediate action. Emergency Network Maintenance may temporarily degrade the quality of Customer’s Services, including the possibility of causing short-duration outages. Such effects related to Emergency Network Maintenance shall not give rise to credits under this SLA and shall not be deemed a Service Outage. Windstream may undertake Emergency Network Maintenance at any time deemed necessary to preserve network services.

6 LIMITATION OF LIABILITY

Windstream’s total liability to Customer under this SLA is limited to the MRCs for the affected Services for the applicable Calendar Month in which the Service Outage occurs. Except for the credits identified in this SLA, this SLA does not modify or amend the written contract executed by the parties or the Online Terms and Conditions to which Customer is subject, whichever is applicable, including but not limited to any warranty disclaimers or limitation of liability provisions.

THE PROVISIONS OF THIS SLA ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR WINDSTREAM’S FAILURE TO MEET THE STANDARDS IN THIS SLA AND ANY OTHER NETWORK, EQUIPMENT OR SERVICE ISSUES.

Customer: _____

Windstream: _____



Avaya Scopia Case Studies

November 2014



Bonneville County, in southeast Idaho, is part of the Upper Snake River Valley. Its eastern border is also the state border of Idaho and Wyoming. Idaho Falls, originally called Eagle Rock, is the county seat. Incorporated cities in Bonneville County include Ammon, Idaho Falls, Iona, Irwin, Swan Valley, and Ucon. Bonneville is the fourth largest county in the state with a population of more than 104,000.

Industry: State and Local Govt.

Video Conferencing Streamlines Arraignments for Bonneville County Court System



Opportunity

- ▶ Aging closed circuit television system reaching end-of-life
- ▶ Inmate transport travel between jail and courthouse incurring fuel, manpower costs, plus some security risk
- ▶ Geographically dispersed judges obliged at times to travel long distances for arraignments, trials

Solution

- ▶ Avaya Scopia® Elite 5000 Series MCU
- ▶ Scopia Management
- ▶ Scopia Desktop Server with Scopia Desktop & Mobile Clients

Results

- ▶ Streamlined arraignments in order to maintain efficiency
- ▶ Resource containment through the use of video conferencing for arraignments and non-evidentiary hearings
- ▶ *The simplicity of the system has resulted in a lot of enthusiasm for the Avaya solution, and we are near capacity due to its popularity.” -Dave Ellingson, Network Administrator, Bonneville County*



CBC Adopts Robust Video Communications for Media Group RTL Germany, Including Integration with Microsoft Lync® Platform



CBC (Cologne Broadcasting Center) is a member company of the RTL Germany Media Group (Mediengruppe RTL Deutschland), reaching more than 30 million people a day with its programs. Since it was founded in 1994, CBC has progressed to emerge as one of the 'leading TV' production and broadcasting companies in Germany.

Industry: Communications

Opportunity

- ▶ CBC recently migrated to a Microsoft Lync® solution as the foundation of its unified communications (UC) platform, and was on the lookout for a new, feature-rich, high-performance video communications solution offering ease-of-integration into the existing UC solution
- ▶ The aim was to provide various locations and numerous editorial teams interlinked across the world with access to an optimal video communications system.

Solution

- ▶ Avaya Scopia® Gateway for Microsoft Lync®
- ▶ Scopia Desktop and Mobile
- ▶ Scopia Elite Series MCU
- ▶ Scopia Pathfinder, Avaya Scopia XT1000 and Avaya Scopia XT5000
- ▶ Scopia Management

Results

- ▶ The Scopia solution is scalable and vendor agnostic with a single access point for managing all video conferencing devices including Avaya and third party endpoints as well as infrastructure devices
- ▶ Employees, partners and customers can now take part in video-based meetings from any location



Bakery was acquired by the family in 1964 and their cakes, wedding cakes and goods have become a staple in Hoboken, NJ as well as New York City. Carlo's Bakery operates six bakeries in the tri-state area and Las Vegas and is supported by 1,000 employees.

...s been with us and ...d us every step of the way ...s period of dramatic ...here is nothing but growth ...rizon for Carlo's Bakery, ...ouldn't ask for a better ...tion partner."
 Baker Bartolo "Buddy" Jr., Carlo's Bakery

Family Bakery Rises Above the Rest With Avaya



Challenge

- ▶ Further expand the business and maintain the highest standards for customer service
- ▶ Allow in-store and remote customers to interact with specialist bakery designers to fashion and tailor high-end customized cakes
- ▶ Upgrade the business communications infrastructure to minimize complexity and continue to drive simplicity.

Solutions

- ▶ Avaya Scopia® video conferencing
- ▶ Avaya IP Office Platform
- ▶ Ethernet Routing Switch 4000 Series + Wireless LAN 8100 Series
- ▶ Avaya Flare® Experience + Avaya one-X® Clients for Unified Communication

Results

- ▶ Enhanced revenues, productivity and customer experience using Avaya Scopia®
- ▶ End-to-end UC solution supporting mobility and centralized voicemail services
- ▶ *"Avaya has provided us with a comprehensive solution that handles all of our business needs and helps us to work together more efficiently, collaborate more easily, and ultimately reduce costs through better communication."*
 – Leo Minervini, CIO Carlo's Bakery



is a dynamic medical organization devoted to the underserved and underserved populations locally and internationally. Its mission is to provide health care, including medical care, counseling, and counseling who would not otherwise have access to care while providing an interactive, clinical learning environment for FSU College of Medicine students.

Florida State University Medical School Treats Panamanian Patients via Videoconferencing



Opportunity

- ▶ For specialized medical care, residents of the small community of Filipina, Panama would have to travel two hours at a cost of two weeks' salary
- ▶ To integrate telemedicine into its annual trips to Panama, FSU needed something highly portable for travel by plane and bus to temporary clinics
- ▶ The traveling team had to accommodate varying Internet or cellular connections to share images and data securely with specialists at FSU

Solution

- ▶ Avaya Scopia® Desktop and Mobile, connected through Scopia Elite Series MCU
- ▶ GlobalMed TES™ (Transportable Exam Station™)

Results

- ▶ GlobalMed's TES™ solution is a carry-on size case that integrates with Avaya Scopia Desktop and Mobile for portable, easy-to-use, high-definition videoconferencing between Panama and Florida
- ▶ Patients receive specialized care in their own town
- ▶ FSU students gain valuable telemedicine experience



a private non-profit
which provides advanced
education for the national
and education community
notes Internet technology
ces in Portugal. FCCN
the National Science,
gy and Society Network
a high-performance
or organizations with
communication needs
ves as a platform for
g and testing advanced
cation applications and

FCCN



Opportunity

- ▶ FCCN needed to build their video conferencing service on a platform that would be simple to use and easily adopted by end users with HD video, audio and data over the public Internet
- ▶ The system also had to be interoperable with H.323 and SIP to enable connectivity with other standards-based video conferencing systems
- ▶ FCCN also needed to provide a highly scalable centralized video conferencing service to many institutions through the public Internet, while maintaining defined security and access rights provided by each individual institution.

Solution

- ▶ Avaya Scopia® Elite Multipoint Conferencing Units (MCUs)
- ▶ Scopia Desktop for HD video conferencing on the PC and Mac
- ▶ Scopia Management

Results

- ▶ With Avaya Scopia conferencing platform, FCCN has an all-in-one web conferencing system that is robust, easy-to-install, and video room system-compatible
- ▶ The solution's H.239 data collaboration, embedded firewall/NAT transversal and recording and streaming features have also proven to be key benefits.



GP Synergy is a leading provider of general practice education, offering a diverse range of professional and vocational practice training courses across Sydney and the England/Northwest region. Providing a supportive and quality learning environment is at the heart of its training philosophy, and is a shared value across all GP Synergy medical centres, supervisors and training

GP Synergy

Opportunity

- ▶ GP Synergy needed a video solution that made the most of the network connection in place, while making it easy for people to use and understand and to enable multiple participants to connect to the calls at once.



Solution

- ▶ Avaya Scopia® Desktop for HD video conferencing on the PC and Mac
- ▶ Scopia VC240
- ▶ Scopia Elite Multipoint Conferencing Units (MCUs)

Results

- ▶ GP Synergy now has the flexibility and reliability to widen its net for remote education delivery via video. They can simply send the solutions to stakeholders and they literally just plug them into the wall, connect them to their laptops and click to join a meeting.



Bank is a community
 \$2.1 billion in assets and
 ns in 28 communities
 ssouri, Oklahoma, and
 e bank offers innovative
 ervices that simplify life,
 nced technology that
 nking easy.

n the bank's full embrace
 we have barely scratched
 e."
 on, CIO Landmark Bank

Avaya Technology Fuels Seamless Customer Experience at Landmark Bank



Opportunity

- ▶ Provide scalable voice and data solutions for advanced applications
- ▶ Support cost-effective growth without sacrificing superior customer experience
- ▶ Upgrade video capabilities for high definition training and meetings
- ▶ Leverage skills based routing in contact center for increased efficiency

Solutions

- ▶ Avaya Aura® Platform
- ▶ Avaya Aura® Session Manager
- ▶ Avaya Aura® Contact Center
- ▶ Avaya Aura® Communication Manager
- ▶ Avaya Aura® Experience Portal
- ▶ Avaya Scopia® Elite 5110 MCU
- ▶ Avaya Scopia® XT5000
- ▶ Avaya Scopia® Mobile
- ▶ Avaya Scopia® Pathfinder

Results

- ▶ Scopia is used every day for meetings between bank presidents and branches, as well as for Board Meetings with an increase in productivity and travel savings.
- ▶ Additional applications, such as centralized management training courses over Scopia, are significantly reducing travel time and expense.
- ▶ Landmark now has a tool that both staff and customers can engage with in a meaningful, productive, and cost-effective way. Near term plans include using Scopia for internet based training on banking services for commercial customers

Improving Medical Diagnostics through Avaya's video solutions



Opportunity

- ▶ Need to enable their remote specialists to interactively participate in medical reviews
- ▶ Want to Incorporate advanced video conferencing into a complex healthcare product
- ▶ Want the solution to be accessible from different devices and easy to use

Solution

- ▶ Scopia XT1200 Room Systems
- ▶ Scopia Elite 5110 Series MCUs

Results

- ▶ Improved medical diagnostics
- ▶ HD video conferencing via any device integrated with viewLab solution allowing multiple remote specialists to participate in 'interventional rooms'
- ▶ Added flexibility and adaptability at minimum cost
- ▶ Improved ease of use



specializes in integrating and technological solutions for Director. Med & Home's solution, their integrated operating room

was the most simple, reliable and mature solution and best quality on the market." – Gutiérrez Mendiguren, Med & Home



College offers more than
 a, bachelor degree and
 level programs to more
 full-time students and
 continuing education
 annually at campuses in
 Niagara-on-the-Lake and
 Falls.

Niagara College Innovates and Educates with Avaya Video



Opportunity

- ▶ Niagara College wanted to use high definition video technology to deliver more dynamic health sciences education and training with the introduction of a new Applied Health Institute.
- ▶ Niagara College selected Combat Networks to layer the Avaya solutions on top of its existing technology architecture

Solution

- ▶ Avaya Scopia® Desktop and Mobile HD Video Conferencing
- ▶ Avaya Desktop Video Device and the Avaya Flare® Experience
- ▶ Avaya Aura® Session Manager

Results

- ▶ Niagara College was able to build on its existing voice and data infrastructure. Consolidating video on top of the existing solutions allowed Niagara College to protect its initial investment
- ▶ The consolidation of all communications solutions led to significant cost savings and ease of management
- ▶ Niagara College now has the confidence that their video solutions can grow with the



Research and Education
 Research and Education
 Network New Zealand
 (KAREN) operates the Kiwi
 Research & Education
 (KAREN) supporting more
 10,000 users at over 120 New
 Zealand universities, research
 government agencies and
 industry partners.

Research and Education Advanced Network New Zealand (REANNZ)

Opportunity

- ▶ Use of Video Conferencing technology for research, teaching and day-to-day business has sky-rocketed over the last three years
- ▶ The solution needed to accommodate fast growth plus desktop conferencing at a very competitive price point
- ▶ The solution also needed to scale for large conferences, lectures and workshops accommodating large numbers of both interactive and streamed viewers

Solution

- ▶ Avaya Scopia® Elite Multipoint Conferencing Units (MCUs)
- ▶ Scopia Desktop for HD video conferencing on the PC and Mac
- ▶ Scopia Management

Results

- ▶ In the first 6 months of operation, KAREN supported over 4,400 SCOPIA meetings with activity growing from 200 in the first month to nearly 1,200 per month
- ▶ Recent hosting of a national e-conference — linking lecture theaters in six cities — on the SCOPIA solution saved nearly \$200,000, hundreds of hours sitting on airplanes, and over 85 tons of CO2

Reliable Sprinkler Counts on Avaya Scopia® Solutions for Video Collaboration



Opportunity

- ▶ Provide a seamless video solution to connect executives in US, Canada, Australia and Europe for weekly meetings
- ▶ Replace legacy Polycom video solution
- ▶ Enable virtual participation in annual sales conference and recording capability for 50 sales professionals around the world
- ▶ Deliver a user-friendly solution that can be easily integrated with existing room conferencing endpoints

Solutions

- ▶ Avaya Scopia® Desktop
- ▶ Avaya Scopia® Mobile

Results

- ▶ Global collaboration enabled to a new degree
- ▶ Video conferencing costs reduced by over \$200,000 annually after switching to Avaya Scopia® Desktop and Mobile.
- ▶ Improved reliability and quality of video conferencing service and improved overall



Reliable Sprinkler:
 The Automatic Sprinkler Co.,
 one of the world's largest
 manufacturers of automatic fire sprinklers
 and fire alarm system control
 equipment. Headquartered in
 Charlotte, NC, Reliable Sprinkler has
 a state-of-the-art manufacturing plant
 in South Carolina, and 16
 distribution centers in
 North America. Reliable Sprinkler
 serves over 50 countries.



Oncology Clinics Across Ukraine install Scopia Solutions To Improve Quality of Diagnostics and Patient Care



Opportunity

- ▶ Equip oncology centers with modern technologies to create a national telemedicine network among clinics in Ukraine
- ▶ Provide remote access to specialists during complex procedures
- ▶ Provide long-distance training for remote consultants
- ▶ Reduce business trips and travel costs

Solution

- ▶ Scopia® XT5000
- ▶ Scopia® XT4200

Results

- ▶ Scopia HD video allows doctors to monitor live surgical procedures remotely and specialists from other medical centers around Ukraine to conduct face-to-face consultations.
- ▶ The video conferencing solution enables Ukrainian medical centres to communicate more effectively, to improve the quality of patient examinations and treatment, to increase the number of professional consultations, and to simplify procedures for setting up meetings and consultations, improving the decision-making process.

Rinat Akhmetov Foundation
Development of Ukraine
founded on 15 July 2005 to
help people while eliminating the
acute social problems.
Curable is a large-scale
project to install new diagnostic
equipment in Ukrainian oncology
clinics to provide targeted patient
education and training programs for
doctors and establish a telemedicine
network among oncology centers.



RINA S.p.A. is the operational
 of Registro Italiano Navale
 in 1861, one of the oldest
 classification companies in the
 NA S.p.A. and its
 y companies operate
 the fields of ship
 tion, certification and
 services to the maritime
 -Headquartered in Genoa,
 up's business activities
 certification, verification,
 assistance and consultancy
 to economic and
 al operators. The Group
 more than 1,600 people at
 branch offices worldwide,
 ch are in Italy.

RINA S.p.A.



Opportunity

- ▶ RINA's main challenge was to find a video conferencing solution that was not only scalable and user friendly, but also capable of interoperating with existing infrastructure
- ▶ The solution would need to accommodate diverse IP and ISDN connections and have the ability to connect video endpoints from different vendors

Solution

- ▶ Avaya Scopia® Elite Multipoint Conferencing Units (MCUs)
- ▶ Scopia ECS H.323 Gatekeeper
- ▶ Scopia Pathfinder Firewall Traversal
- ▶ Scopia ISDN PRI Gateway
- ▶ Scopia Management
- ▶ Scopia VC240 HD Desktop Systems

Results

- ▶ RINA reports that its new Avaya system has boosted staff productivity and accelerated processes which have led to an overall increase in business
- ▶ Travel costs have significantly decreased and existing applications within the company are now being utilized more effectively



Synexus transforms workforce productivity, multi-location collaboration and reduces travel costs with Avaya

Opportunity

- ▶ The company needed to upgrade the company-wide IT infrastructure — the network was struggling with reliability issues and was incapable of supporting video conferencing, a must if Synexus was to reduce travel costs between offices
- ▶ They were challenged to deliver a suite of modern, reliable collaboration tools, improve employee productivity and mobility, and reduce travel costs

Solution

- ▶ Scopia XT5000
- ▶ Scopia Elite 5000
- ▶ Avaya IP Office
- ▶ Avaya Wireless LAN 8100 Series
- ▶ Avaya Ethernet Routing Switch 4000 Series

Results

- ▶ Scopia ensures comprehensive management, control and scheduling of conference calls. Synexus is able to centrally administer access to the solution as required, location by location, and remotely configure video systems. Detailed reporting via an admin tool helps break down usage and costs.
- ▶ With reliable collaboration tools in place, regional offices are better connected and the business is in an enhanced position to share skills across sites. Clinics are able to securely share and discuss data with head office while management monitors and manages business issues without having to take a plane.
- ▶ Scopia is expected to halve the international travel budget — saving £90,000 each

specializes in the
nt and running of clinical
pharmaceutical and
logy companies.
tered in the UK, it has
bidly and now incorporates
ch centers in nine