

VENDOR CONTRACT

Between **Windstream Services, LLC on behalf of itself and its Affiliates** and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

**TELEPHONE SYSTEMS, EQUIPMENT, REPAIR AND SERVICES
#05052215**

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.

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 05052215”. 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.

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

3. **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.

4. **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.



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.



**UNIFIED COMMUNICATIONS AS A SERVICE
EQUIPMENT RENTAL TERMS AND CONDITIONS SCHEDULE**

In addition to the terms and conditions of the Agreement between Windstream and Customer, of which this Schedule is a part, Customer agrees that the following terms and conditions apply to the Unified Communications as a Service (“UCaaS”) Rental Equipment (“Equipment”) and maintenance services (“Maintenance”) (for convenience, Equipment and Maintenance will be referred to herein collectively as “Services”) provided to Customer by Windstream. Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Agreement. The parties agree as follows:

- SERVICES; BILLING AND PAYMENT.** Customer will be billed in accordance with Section 2 of the Agreement, and is responsible for paying for the Services at the monthly rates listed below. Charges for Services provided under this Schedule will be contained in the invoice issued by Windstream, will be listed separately from other charges, and will be identified as being assessed by a Windstream affiliate authorized to provide the Services.

UCaaS Service Bundle	Quantity	Monthly Price *	Extended Monthly Price *	Non-Recurring Charges*
UC Options	Quantity	Monthly Price *	Extended Monthly Price *	Non-Recurring Charges*
Phones and Gateways	Quantity	Monthly Price *	Extended Monthly Price *	Non-Recurring Charges*
Customized Add-Ons	Quantity	Monthly Price *	Extended Monthly Price *	Non-Recurring Charges*
Services	Quantity	Monthly Price *	Extended Monthly Price *	Non-Recurring Charges*
Total UCaaS Solution				
Total Monthly Recurring Charge*				
Total Non-Recurring Charge *				

* All pricing listed above excludes any applicable taxes and fees.

Windstream agrees to provide Customer with the Services as described more fully in the Statement of Work and Equipment Listing, which are each attached hereto and are hereby incorporated by reference.

- TERM AND AUTOMATIC RENEWAL.** This Schedule shall be for _____ (“Term”) and shall automatically renew for additional one (1) year terms (each, a “Renewal Term”) unless: 1) notice is provided by Customer at least thirty (30) days prior to the end of the then current term, 2) the Equipment is no longer supported by the manufacturer per the manufacturer’s published product lifecycle, or 3) Windstream 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.
- TERMINATION.** In the event Customer terminates any portion of the network services under the applicable Agreement, Customer shall remain obligated to fulfill the remainder of this Schedule. Further, Customer shall remain obligated to fulfill the remainder of the applicable Agreement notwithstanding the early termination of this Schedule.
- EARLY TERMINATION CHARGES.**
 - PRE-INSTALLATION:** IF CUSTOMER TERMINATES THIS SCHEDULE AFTER THE EFFECTIVE DATE AND AFTER WINDSTREAM HAS ORDERED EQUIPMENT (BUT PRIOR TO THE INSTALLATION OF SUCH EQUIPMENT), CUSTOMER WILL PAY WINDSTREAM A PRE-INSTALLATION CANCELLATION CHARGE (CANCELLATION CHARGE) EQUAL TO SEVENTY-FIVE PERCENT (75%) OF THE EQUIPMENT COST SET FORTH IN THE SCHEDULE AND WINDSTREAM SHALL ALSO BE ENTITLED TO KEEP ANY AMOUNT PAID BY CUSTOMER PURSUANT TO SECTION 1 ABOVE.
 - POST-INSTALLATION:** IF CUSTOMER TERMINATES THIS SCHEDULE DURING THE INITIAL *OR RENEWAL TERM* FOR ANY REASON OTHER THAN FOR CAUSE, IT SHALL PAY TO WINDSTREAM 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 WINDSTREAM DUE TO EARLY TERMINATION BY THE CUSTOMER.

5. **TITLE.** Windstream retains rights, title and interest in and to the Equipment rented to Customer pursuant to this Schedule.
6. **CONDITIONS OF PREMISES.** Customer warrants that the premises and conditions to be encountered by Windstream 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 Windstream representatives to hazardous materials or substances. Customer agrees, at its sole expense, to maintain a suitable environment in which the Equipment can operate, including but not limited to, the necessary space to accommodate the Equipment and the necessary power, heating and cooling, humidity and dust control as required by manufacturer specifications.
7. **DELIVERY.** Windstream shall use commercially reasonable efforts to begin Equipment delivery prior to the scheduled installation date. If Windstream is unable to complete delivery and installation within sixty (60) days of any scheduled installation date, solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THE EQUIPMENT RENTED UNDER THIS SCHEDULE WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND WINDSTREAM SHALL ACCEPT THE RETURN FROM CUSTOMER OF ALL RENTED EQUIPMENT.
- If Customer is unable or unwilling to schedule or accept delivery or installation on the date Windstream tenders delivery or installation, Windstream shall have the right to initiate billing for the amounts due hereunder as of the date delivery was tendered.
8. **INSTALLATION AND CONFIGURATION.** If applicable, Windstream will provide installation and configuration services as described in the service order(s) to the Agreement.
9. **LIMITED WARRANTY.**
- A. **EQUIPMENT.** All assignable manufacturers' warranties applicable to Equipment will be assigned to the Customer and will begin upon Customer's signature on the Certificate of Delivery and Acceptance. All Equipment warranties are subject to, and limited by, the terms and conditions imposed by the written warranties extended by the respective manufacturers of the Equipment. Any extended warranty available from the manufacturer of such Equipment may be made available to the Customer.
- B. **MAINTENANCE.** All Maintenance performed by Windstream is described in the SOW 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. Windstream shall be relieved of all obligations and liability if Customer fails to provide notice of the Defect to Windstream 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.
- C. **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 WINDSTREAM PURSUANT TO THE SCHEDULE AND CANNOT BE EXTENDED, ALTERED, OR VOIDED, EXCEPT BY A WRITTEN SCHEDULE SIGNED BY AN AUTHORIZED DESIGNEE OF WINDSTREAM AND CUSTOMER.**
10. **USE OF EQUIPMENT.** Customer agrees that this Schedule shall not grant Customer any property rights in any of the Equipment. Customer shall use the Equipment solely in the conduct of its business, in a manner and for the use contemplated by the manufacturer thereof. Windstream shall be entitled to inspect the Equipment at reasonable times. Windstream may require markings to be affixed to the Equipment. Customer shall keep the Equipment free from any markings or labeling which might be interpreted as a claim of ownership thereof by Customer. Without the prior written consent of Windstream, Customer shall not assign, lend, pledge, transfer, or sublease the Equipment, permit to exist any security interest, lien or encumbrance with respect to any of the Equipment; or cause or permit any of the Equipment to be moved from the location specified in the Statement of Work. Customer shall bear the risk of any loss, theft, damage or destruction to the Equipment during the Term. Customer shall obtain and maintain at its own expense insurance against the loss of, or damage to, the Equipment, including, without limitation, loss by fire or other casualty. A certificate of insurance shall be provided to Windstream upon request. Customer acknowledges that Windstream may lease the Equipment from, or pledge any or all of its rights in the Equipment to, any entity or other financing source (each a "Lessor") and Customer shall comply with any and all directions from such Lessor regarding the Equipment, including releasing the Equipment to Lessor upon written request. Customer hereby irrevocably authorizes Windstream and/or Lessor to file and record such Uniform Commercial Code financing statement(s), amendments and continuations and/or other lien recordation documents as may be prudent to confirm and maintain Windstream's and/or Lessor's interest in the Products.
11. **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.
12. **UNAUTHORIZED USE OF SERVICES.** Except as provided herein, Customer, and not Windstream, shall bear the risk of loss arising from any unauthorized or fraudulent usage of the Services provided by Windstream to Customer. Windstream reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations. Notwithstanding the foregoing, Customer shall not be liable for unauthorized or fraudulent usage to the extent that (i) Customer has previously notified Windstream of the problem in writing; (ii) the problem was within Windstream's reasonable ability to correct or prevent, and (iii) Windstream negligently or willfully fails to correct or prevent such unauthorized or fraudulent usage.
13. **MAINTENANCE SERVICES.** Windstream may provide routine diagnostic and maintenance services on the Equipment, as follows:
- A. **MAINTENANCE TERMS - COMPLETE:**
- a. Windstream shall inspect the Equipment on an annual basis and provide such maintenance as it determines necessary to keep the Equipment operating in good working order, ordinary wear and tear expected. Maintenance shall include the labor required to maintain, repair or replace parts which have become defective through normal wear and usage. Unless otherwise noted herein or in any document incorporated by reference, Maintenance does not cover the cost to replace Terminals.
- b. Maintenance Service includes upgrading software versions, as necessary during the life of the contract term.
- c. Customer shall be required to provide VPN access at the location where the Equipment is housed to enable Windstream to provide remote support.
- d. Maintenance Services may be provided by a Windstream affiliate or subcontractor selected by Windstream at its sole discretion.
- e. Windstream shall provide support for Customer's Equipment both remotely and on-site, 24 hours a day, 7 days a week, including Holidays.

B. REMOTE MONITORING:

- a. Equipment covered by this Schedule will be monitored 24x7, 365 days a year by a Windstream representative. Windstream will respond to issues identified from remote monitoring within two (2) hours after receiving the notification. Windstream will provide commercially reasonable efforts to resolve the Equipment malfunction remotely and will dispatch a Windstream representative on-site to resolve the malfunction, if required. Should said dispatch result in time and material charges to Customer, Windstream will notify Customer prior to dispatch to request approval.
- b. Should Customer request Windstream to perform changes to the Equipment, Windstream reserves the right to fulfill the request remotely when possible. Should Windstream perform the task remotely, Customer will be billed for the time and material unless the request is determined to be the result of Equipment failure. All on-site requests for technical assistance with programming or technical changes will also be handled on a time and materials basis and will be billable.
- c. Windstream shall not be liable for inability to provide remote monitoring should Customer not provide Windstream access to Equipment, including, but not limited to, (i) Customer's failure to provide valid password(s), (ii) Customer not maintaining network access to Equipment, or (iii) Customer not maintaining additional parts/equipment required to access its network.

C. SYSTEM FAILURE AND RESPONSE TIMES:

- a. The Windstream provides guaranteed response times to Customer for major and minor malfunctions. Windstream shall use commercially reasonable efforts to respond to major malfunctions originating in the Equipment (within 2 hours / within 4 hours / the next business day) after receiving notice of such malfunction from Customer. For minor malfunctions, Windstream shall use its commercially reasonable efforts to respond to malfunctions originating in the Equipment within one (1) business day after notice thereof. Business day is defined as Monday through Friday, 8 a.m. to 5 p.m. of Customer's applicable local time zone and excludes holidays observed by Windstream ("Holidays").
- b. Malfunction levels are defined as below:
 - i. Major – System failure resulting from the failure of twenty percent (20%) or more of all stations and/or trunks or failure of the attendant console.
 - ii. Minor – All other failures not defined as a Major failure.
- c. Guaranteed response times commence at the time a Windstream representative begins work on the Customer's malfunction either remotely or on-site.
- d. Response times referenced in this section apply specifically to malfunctions of the Equipment. Any malfunctions deemed to be caused by network connectivity to the Equipment, whether provided by Windstream or by another service provider, are outside of the scope of this Schedule.

D. PARTS.

- a. Windstream shall furnish all parts as outlined in the documents incorporated by reference. Repair and/or replacement parts will be offered to Customer in new or like new condition and will be the functional equivalent of the new or defective part being replaced.
- b. Windstream shall not be obligated to replace Equipment damaged by :
 - i. Fire, explosion, power irregularities, power surges or acts of God (including, but not limited to, earthquakes, rain, floods or lightning);
 - ii. Customer's failure to follow applicable operations, maintenance or environmental requirements described in any of the manufacturer's manuals or product bulletins;
 - iii. Mishandling, abuse, misuses or damage to the Equipment by Customer or any other party not authorized by Windstream.

- E. If persons other than those employed or contracted by Windstream shall repair, modify or perform any maintenance service on any Equipment, or if Customer fails to maintain the Equipment in accordance with the manufacturer's requirements, and as a result of either of the foregoing, further Maintenance by Windstream are required to restore the Equipment to good operating condition or the Equipment needs to be replaced, such further Maintenance or replacement Equipment charges shall be billed to Customer at Windstream's time and materials rates in 15 (c) below. Customer must notify Windstream in the event that Customer re-locates the Equipment to any Service location other than the Service location where the Equipment was initially installed. Windstream has the right to terminate the Agreement and this Schedule for cause if Customer relocates any Equipment to another location or facility that is not a Service location under the Statement of Work and which is outside of the Windstream serving area. Notwithstanding the foregoing, at Customer's request Windstream will use commercially reasonable efforts to provide services to Customer at such other location or facility.

14. RETURN POLICY.

- A. **DURING CONTRACT TERM.** When Customer is required to return any Equipment to Windstream for warranty service, Customer agrees to obtain Windstream's concurrence prior to returning any Equipment for repair or replacement and must reference any return material authorization number ("RMA") issued by Windstream on documentation accompanying such returned Equipment. Customer further agrees to ship such Equipment prepaid and suitably packaged to a location designated by Windstream. Windstream will return to the Customer any repaired or replaced Equipment at Windstream's expense. Windstream is responsible for loss of, or damage to, the Equipment while it is a) in Windstream's possession or b) in transit back to Customer. The replacement Equipment may not be new, but will be in working order and equivalent to the Equipment exchanged as determined in good faith by Windstream. Customer agrees to ensure that any returned Equipment is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Equipment are genuine and unaltered.
- B. **AT END OF TERM.** Customer shall be solely responsible for the return of Equipment to Windstream, upon expiration or termination of the Agreement or this Schedule, in good repair, condition and working order, ordinary wear and tear excepted, at the location(s) within the continental United States specified by Windstream. Customer shall remain obligated to fulfill the remainder of the applicable Agreement notwithstanding the early termination of this Schedule.

15. WINDSTREAM SERVICES.

- A. Windstream's ability to install the Equipment and/or complete any MACD ordered by Customer depends upon Customer's full and timely cooperation, plus the accuracy and completeness of information provided by Customer.
- B. Upon completion of any MACD performed by Windstream, Customer has until 5pm of Customer's applicable local time zone on the second (2nd) Business Day thereafter in order to re-open the same MACD request and not incur additional charges.
- C. Services Rates and Minimum Increments. For any remote or dispatch MACD performed by Windstream during Normal Business Hours, Customer acknowledges and agrees to pay Windstream at the following rates and increments:

Type	Hourly Rate	Minimum	Increment
Technician – Remote	\$125.00	30 Minutes	30 Minutes
Technician – Dispatch	\$125.00	2 Hour	1 Hour
Engineer – Remote	\$180.00	30 Minutes	30 Minutes
Engineer – Dispatch	\$180.00	2 Hour	1 Hour

- D. For any MACD Service performed outside Normal Business Hours, Customer agrees to pay Windstream 1.5 times the current Windstream hourly rate listed above and that the same applicable minimum service increment. The determination of whether a Technician or an Engineer must complete a MACD is exclusively mandated by the manufacturer of the Equipment ordered by the Customer.
- E. **TIME AND MATERIALS.** Customer acknowledges that all Time and Material cost quotes issued by Windstream are estimates. Windstream will invoice and Customer agrees to pay Windstream for all actual time and materials incurred to install the Equipment.
15. **INSIDE CABLING.** Customer acknowledges and agrees that Windstream shall utilize Customer’s existing cables and jacks unless both parties otherwise agree. If Windstream is required to perform work on Customer’s existing cables and jacks in order to accommodate the Equipment ordered by Customer, Customer agrees to pay Windstream on a commercially reasonable time and material basis based on the rates listed above after notifying Customer and obtaining Customer’s permission.
16. **NETWORK ASSESSMENT.** Windstream recommends that Customer obtain a Network assessment prior to deploying any VoIP equipment. Customer acknowledges that voice quality can be negatively impacted with improper network infrastructure. Customer agrees that Windstream is expressly not liable for any voice quality issues if Customer failed to have performed a Network assessment from a qualified provider.
17. **REMOTE USERS.** Customer agrees that Windstream will support all off net, home or “road warrior” VoIP access to voice customer premise equipment (CPE) on a time and materials basis based on the rates listed above due to many uncertainties caused by numerous service providers, available bandwidths, existing modems and lack of quality of service available on those circuits. Windstream simply warrants to use commercially reasonable efforts to accommodate Customer on such circumstances.
18. **CUSTOMER PROVIDED DEVICES.** Customer agrees that it shall not add any equipment or devices to its Windstream-provided systems, other than the Equipment provided hereunder, without the prior written consent of Windstream, which consent may be withheld in the reasonable discretion of Windstream. Windstream shall have no obligation to support such devices or any system design not installed and implemented by Windstream. Windstream reserves the right to determine what, if any, programming access Customer shall be provided to the phone system.

To the extent there is a conflict between this Schedule and the Agreement, this Schedule controls; however, in the event of a conflict between this Schedule and the documents incorporated by reference, the documents incorporated by reference shall control.

This Schedule may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Each person signing this Schedule 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 Schedule. Each party represents and warrants to the other that the execution and delivery of the Schedule and the performance of such party's obligations hereunder have been duly authorized in accordance with its corporate governance documents and that the Schedule is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

Handwritten modifications to this Schedule are not binding on either Windstream or Customer.

CUSTOMER

WINDSTREAM

By: _____

By: _____

Name:

Name:

Title:

Title:

Date:

Date:



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	

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	Mrs. Kim Thompson Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	05052215	Floor/Room		Floor/Room
Title	Telephone Systems, Equipment, Repair and Service	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 929-4402	Fax
Issue Date	03/05/2015	Email	bids@tips-usa.com	Email
Close Date	4/17/2015 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 4/17/2015 1:04:08 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 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	Yes
9	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
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	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
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	10
16	Years Experience	Company years experience in this category?	9
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	Only in the Continental US.

19 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 Integrated Solutions Group is a focused organization that listens to our clients needs, allowing us to learn your business and deliver reliable solutions. We extend a unified delivery platform that enables the seamless nationwide delivery of our sales and service capabilities, and we provide integrated solutions for our clients' business needs combining our deep portfolio of industry solutions, network management and communications services.

We help our clients succeed by providing:

- A Single Point of Contact – Personalized Service
- Nationwide consistency of delivery and value
- Access to strategic partners and their resources
- Reliable service and quality assurance

We help our clients succeed by enabling their:

- Innovation
- Agility
- Competitiveness
- Performance

NOW Windstream, Integrated Solutions Group

* Offers the strength of three focused teams, Quagga and XETA on the enterprise market and the former ISG on small and mid-sized business

* Increased capability to service enterprise CIOs

- * Holistic approach to communications – from network carrier services to systems design
- * Nationwide presence to provide equipment, services, and applications
- * Ability to leverage network solutions, financing and network expertise
- * National integrator of several communication technologies
- * Extensive converged infrastructure/services portfolio
- * 24/7/365 national service and support

As trusted technology advisors, we tenaciously work to satisfy the needs of enterprise customers nationwide by providing the expertise and customized solutions they can rely on.

Avaya
Mitel
ShoreTel
Allworx
UCaaS - Avaya
UCaaS - Mitel

20	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.	Yes
21	Primary Contact Name	Primary Contact Name	Dawn Bozeman
22	Primary Contact Title	Primary Contact Title	Major Account Executive
23	Primary Contact Email	Primary Contact Email	Dawn.Bozeman@windstream.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	918-588-4307
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	918-588-4307
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	918-588-4307
27	Secondary Contact Name	Secondary Contact Name	Danny Harper
28	Secondary Contact Title	Secondary Contact Title	Director-Enterprise Sales, ISG
29	Secondary Contact Email	Secondary Contact Email	Danny.E.Harper@windstream.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	949-265-2246
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	949-265-2246
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	
33	2% Contact Name	2% Contact Name	Dawn Bozeman
34	2% Contact Email	2% Contact Email	Dawn.Bozeman@windstream.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	918-588-4307
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)

37	Purchase Order Contact Name	Purchase Order Contact Name	Dawn Bozeman
38	Purchase Order Contact Email	Purchase Order Contact Email	Dawn.Bozeman@windstream.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	918-588-4307
40	Company Website	Company Website	www.windstreambusiness.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	
42	Primary Address	Primary Address	4001 Rodney Parham Road
43	Primary Address City	Primary Address City	Little Rock
44	Primary Address State	Primary Address State	AR
45	Primary Address Zip	Primary Address Zip	72212

46 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
Windstream Business

47 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

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 you 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



Signature of Authorized Company Official

4-16-15

Date

Chuck Flaherty

Printed Name of Authorized Company Official

Windstream Services, LLC on behalf of itself and its Affiliates

Company Name

Attach to this page a current W-9 form

Please complete the forms below

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 Lobbying," 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

Chuck Flaherty, VP Sales, ISG

Name / Title of Submitting Official

Signature of Submitting Official

4-16-15

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 form participation in Federal funds contracts?

NO ^{cf} Initial of Authorized Company Official

YES Initial of Authorized Company Official

Company Official: Chuck Flaherty, VP Sales, ISG

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

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



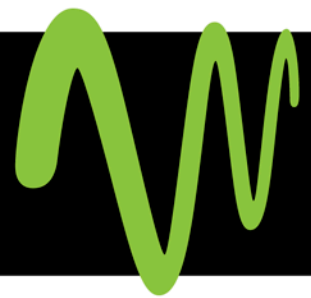
Date signed: 2/27/2015

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

GOOD FAITH STATEMENT



In order to continue Windstream's good faith effort to meet our supplier diversity goals we have maintained our Corporate Membership status in with the following diversity councils:

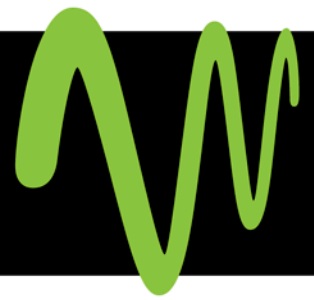
Women's Business Enterprise National Council
Women's Business Council Southwest
National Minority Supplier Diversity Council

Procurement conducted conference calls with the Small Business Association Liaison Office to understand how Windstream could increase the number of available small and diverse businesses in our supplier base. As a result of these meetings, a link to the Small Business Administration Dynamic Search Tool was placed on the Windstream Procurement page. This search tool is available to all Windstream employees to assist in the identification of small and diverse businesses to participate in potential business opportunities. Windstream also maintains an internal database of diverse suppliers and has a membership roster for the Women's Business Council- Southwest on the Procurement web site.

We conducted an in-house educational training class, Best Practices in Minority Supplier Development, for the Procurement group provided by the Arkansas Mississippi Minority Supplier Council.

To increase Windstream's participation in outreach opportunities we participated in the Women's Business Council - Southwest Harvesting Partnerships Business Event and also participated in the Arkansas Mississippi Minority Supplier Development Council Annual Scholarship Event. We are also attending the 2013 National Minority Supplier Development Council Conference and Business Opportunity Fair.

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+

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: Chuck.Flaherty@windstream.com

Authorized Signature: 

Printed Name: Chuck Flaherty

Position: VP- 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.

Blenda Mc Natt 5-22-15
TIPS Authorized Signature Date

David Wayne Fitts 5-22-15
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
Chambers County Communications Dept.	Anahuac	TX	Quinten Adams	409-267-2453
Mericopa County Sherrif's Office	Phoenix	AZ	Natividad (Nati) Karnafel	602-876-1887
Wharton County Junior College	Wharton	TX	John Miller	(979) 532-4560



Extended Warranty & Software Upgrade Plans

Now that you have made the decision to invest in a new Allworx system, Allworx and our Authorized Partners offer a wide range of support programs that are as sophisticated as your new system. You can choose from a wide variety of plans to suit your individual needs. Just like Allworx systems offer exceptional flexibility, when it comes to support, we offer something for everyone.

Total Cost of Ownership Isn't Just Marketing Hype

At a minimum, every Allworx system starts with a 1-year manufacturer's warranty. For a nominal cost, you can add an optional 4-year warranty on the server or the phones, or both.

When your system is installed it automatically includes a license to upgrade the server software to the latest version within the first 90 days. That ensures you get the most up-to-date features and benefits. During this 90-day period, you can select to add an optional combined 5-year software upgrade license and 4-year hardware warranty, all for a great value. This plan fully protects your Allworx system from any obsolescence.

We Protect You Anytime

If you choose not to purchase the full 5-year software and hardware bundled offering when you purchase your new Allworx system, at any time you can purchase a 1 year combined hardware warranty and software upgrade license, or just a 1-year software license. These options allow unlimited software upgrades over 12 months from the date of purchase, locking in your software upgrade costs and capping any warranty exposure.

Partnership Means Something

These options are a great support foundation, but every rapidly growing and evolving business has needs that are not related to just warranty or software upgrades. You can complement an Allworx warranty with comprehensive maintenance plans offered by our Authorized Partners. Each partner offers many robust options, and they can provide details about the maintenance option that best accompanies your great Allworx manufacturer's warranty.



Why an Extended Warranty contract?

Now more than ever, today's customers are reliant on their telecommunications and computer equipment to help run their businesses. Our Extended Warranty covers you from any unexpected equipment issues and replacement expenses. Having an Allworx Extended Warranty gives you the extra security you need.

Peace of Mind Benefits

All of our Extended Warranties include free one-way delivery via UPS Ground shipping for the life of the contract. You can even take advantage of our Advanced Replacement Option and have a unit shipped out overnight for a small fee. By purchasing the Extended Warranty and Software upgrade package you can be confident that you always have the most up-to-date communications solution.

Why not lock into today's lower rates and protect yourself from tomorrow's rising repair costs?

A common misconception is that by waiting to purchase extended coverage — or by not purchasing it at all — your long term costs will go down. But, much like life insurance where costs rise as we age, the cost for any kind of warranty will rise as the equipment ages. To make sure you are offered the longest terms for the lowest rates, the Allworx Extended Warranty and the Software Upgrade license must be purchased within 3 months (90 days) of your initial purchase of the Allworx equipment.



Allworx Warranty and Disclaimer

Allworx warrants that the Allworx equipment manufactured by Allworx ("Allworx Hardware") and the software owned by Allworx ("Allworx Software", collectively the, "Products") will perform substantially in accordance with the Allworx manuals, guides or any other printed material that Allworx provides ("Documentation") and will be free from defects in materials and workmanship under normal use (a) for a period of ninety (90) days from the date of installation in the case of Allworx Software and (b) for a period of one (1) year from the date of installation in the case of Allworx Hardware. You or your Authorized Allworx Partner may purchase an extended Warranty period for a total of sixty (60) months on such Allworx Hardware.

These warranties shall not apply to any products to the extent the defect or non-conformance is due to (a) accident, alteration, abuse, misuse or repair not performed by Allworx, (b) storage other than as specified, (c) failure to comply with applicable environmental requirements for the products, (d) performance of product installation, maintenance, operation or other service not in compliance with the applicable Allworx Documentation; (e) use in conjunction with a product specified by Allworx as incompatible with such product, (f) any error, act or omission by anyone other than Allworx or Allworx's agents, employees, or subcontractors if the defect or non-conformance would not have occurred but for such error, act or omission, (g) failure by you or your Authorized Allworx Partner to be using the current release of the Allworx Software or the immediately prior release; or (h) where written notice of the defect has not been given to Allworx by you or your Authorized Allworx Partner within the applicable Warranty Period.

Should warranty service on a Product be required, simply contact your Authorized Allworx Partner to coordinate the warranty claim and to ensure proper processing of the same, including obtaining an authorization to return Products. Allworx will repair or replace the defective Product item free of charge. Any returned Products must be shipped to Allworx, freight prepaid, at your or your Authorized Allworx Partner's risk. This warranty is limited to repair or replacement of the Products or refund of the purchase price, at Allworx's option, with reasonable promptness after its being returned to Allworx.

THE ABOVE WARRANTIES ARE THE ONLY WARRANTIES OF ANY KIND MADE BY ALLWORX WITH RESPECT TO THE PRODUCTS. EXCEPT AS NOTED IN THIS CERTIFICATE, ALLWORX HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND ANY THIRD PARTY SOFTWARE INCLUDED WITH THE ALLWORX PRODUCTS ("THIRD PARTY SOFTWARE"), EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT, AND NON-INTERFERENCE WITH ENJOYMENT, AS WELL AS ALL WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. ALLWORX DOES NOT WARRANT THAT (A) THE PRODUCTS WILL MEET YOUR OR YOUR AUTHORIZED ALLWORX PARTNER'S REQUIREMENTS, (B) OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) DEFECTS WILL BE CORRECTED. THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER RIGHTS OR REMEDIES. IN NO EVENT SHALL ALLWORX BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND DAMAGES FOR LOST DATA OR PROFITS ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, EVEN IF ALLWORX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL ALLWORX'S LIABILITY FOR ANY REASON WHATSOEVER EXCEED THE AMOUNTS PAID BY YOUR AUTHORIZED ALLWORX PARTNER FOR THE PRODUCTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CERTIFICATE, YOU OR YOUR AUTHORIZED ALLWORX PARTNER SHALL EXPRESSLY REMAIN LIABLE FOR ANY DAMAGES, WITHOUT LIMITATION, ARISING FROM YOUR OR YOUR AUTHORIZED ALLWORX PARTNER'S VIOLATION OF ANY USE RESTRICTION ON ANY ALLWORX PRODUCT. IT IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF YOU OR YOUR AUTHORIZED ALLWORX PARTNER TO DETERMINE THE SUITABILITY OF ANY AND ALL PRODUCTS FOR YOUR INTENDED PURPOSES AND USES. YOU AND YOUR AUTHORIZED ALLWORX PARTNER ACKNOWLEDGE AND AGREE THAT ANY THIRD PARTY SOFTWARE IS PROVIDED TO YOU AND YOUR AUTHORIZED ALLWORX PARTNER ON AN "AS IS" BASIS WITHOUT A WARRANTY OR ANY KIND. ALL CLAIMS OF ANY TYPE BY YOU AGAINST ALLWORX MUST BE BROUGHT WITHIN ONE YEAR OF ACCEPTANCE OR BE FOREVER BARRED.

Call us at **1-866-ALLWORX** and we'll help you select the right solution for your business.

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.

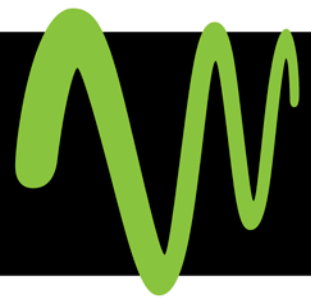
“Third Party Products” means any products manufactured by a party other than Avaya, and may include, without limitation, products ordered by End User from third parties pursuant to Avaya’s recommendations. However, components of Avaya-branded Products are not Third Party Products if they are both: (i) 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

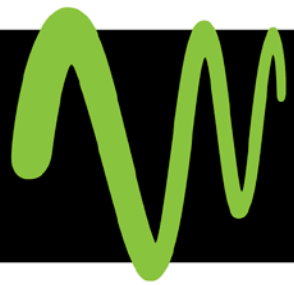
For additional information about Avaya Product Warranties please refer to the following website:

https://support.avaya.com/css/appmanager/public/support?_nfpb=true&_pageLabel=WNContent_Public&contentid=C20091120112456651010

MITEL WARRANTY



Hardware Warranty	
Term	12 months following product purchase
Conditions	<ul style="list-style-type: none">• All hardware components will be free from defects in material and workmanship under normal use, and will perform in substantial compliance with the vendor's specifications.• ###CUSTOMER### can elect to repair or replace the defective parts under the exclusive remedy and recourse provision of the hardware warranty.• Mitel may use remanufactured certified parts that meet factory specifications. Such replacement parts will be covered for the remainder of the existing hardware warranty period. Any parts removed shall become the property of Mitel.• The hardware warranty is Return to Depot.• Labor is provided based on time and materials.
Software Warranty	
Term	90 days following product purchase
Conditions	<ul style="list-style-type: none">• Software media will be free from defects in material and workmanship under normal use. The software (including any installed release) will perform in compliance with the vendor's specifications.• Deficiencies deemed the vendor's responsibility will be corrected by Mitel within a reasonable time frame or the software replaced.• Labor is provided based on time and materials.



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 Telephone Systems, Equipment, Repair and Service. 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



Allworx® Family of Products



Award-winning phone systems for businesses

Whether your business has 10 employees at a single site or hundreds of employees at multiple sites, traditional phone lines, VoIP lines, T1 or T1/PRI, Allworx has a solution designed with your business in mind.

Key advantages for businesses

Allworx gives you the largest set of traditional telephone capabilities of any VoIP solution in its class! Many companies claim that they are the best or the easiest, but few can back up these claims.

Innovation

Innovation runs deep. With our history of taking complex designs and turning them into products everyone can use, your total satisfaction is guaranteed.

- ▶ **SIP before SIP was cool** — ten years ago, our systems were designed to be exclusively SIP based. That decision is what makes Allworx the market leader in IP based phone systems.
- ▶ **Intelligence creates power** — presence management, caller ID based routing, unlimited call routes, unlimited devices, unified messaging and more create a powerful foundation for your business communications.
- ▶ **Mobility in so many ways** — from remote phones to Advanced Multi-site serving up to 99 other locations, to Reach™, a SIP based mobile phone application, Allworx gives you many ways to connect remote locations or employees together.
- ▶ **Features as required** — powerful features like Automatic Call Distribution*, Advanced Multi-Site†, Call Assistant™, Conference Center, Reach™, Interact™ and TAPI are activated easily via software keys ... add them as you need them.

Value

Allworx is priced right — your total cost of ownership promises to be less than any other fully-featured VoIP communication system.

- ▶ **Lowest expansion cost** — with no need for gateways, expansion cards or other third-party products, Allworx has the lowest total cost as you grow.
- ▶ **Proven savings** — with SIP trunks, remote phones or Advanced Multi-Site for multiple offices, expanding your options between sites lowers operating costs. Quick user adoption minimizes training costs for new employees.
- ▶ **Hassle free remote access** — remote users connect instantly using ordinary broadband connections and without extra hardware, software or cost.
- ▶ **Sensibly priced options** — software options are priced so they won't break the bank or incur recurring monthly or annual maintenance charges.
- ▶ **Know your long term costs** — Allworx pricing is straightforward and uncomplicated. Optional extended hardware warranties and/or software upgrade keys are available for every budget.

* Not supported on the 6x12

† Multi-Site Primary is not supported on the 6x12

Reliability

Nothing is more important than reliable communications, and Allworx has delivered for over 10 years by maintaining our product line, including ongoing support for the first product we ever built.

- ▶ **Same features, same operation** — calls continue to work like your traditional phone system, so the switch to an Allworx system is transparent.
- ▶ **Disaster recovery** — multiple options help to see you through critical situations.
- ▶ **Energy savings with less hassle** — our products are designed to use fewer parts, and with fewer parts fewer things go wrong, they use less energy and have lower energy costs.

Customer Focus

New technology can be daunting, so we design our products to balance these capabilities with your need for simplicity.

- ▶ **Easiest to use** — a choice of Allworx phones with multiple configurations means you can replace what you have today without fear. Intelligent design makes the Allworx system incredibly easy to use and administer.
- ▶ **Simple transition** — intuitive user interfaces assure that both administrators and users will smoothly learn all the capabilities of the new system without skipping a beat.
- ▶ **Easiest to grow** — add phones without costly hardware cards or software. Installation is complete in minutes or hours rather than days.
- ▶ **Features that match our customers** — from schools to real estate to health care, Allworx continues to listen and consistently develops new features that exceed every need.

Quality

Dedication to quality is not a goal but a way of life.

- ▶ **Strict control** — from design to manufacture, to inspection, delivery, and support in the field, our strict controls and attention to every detail ensure only the highest quality product is installed.
- ▶ **Warranty options** — we offer cost-effective warranty options that can be maintained throughout the life of the system. We understand that quality and peace of mind go hand in hand.

Allworx systems for almost every size business

Select the right server for the number of users, and then add switches and phones to match your needs. It has never been easier to build the perfect phone system.



48x

- ▶ Designed for companies of up to 250 employees per site
- ▶ Works with fully integrated T1/PRI, traditional CO and VoIP (SIP)



6x

- ▶ Designed for companies of up to 60 employees per site
- ▶ Works with traditional CO and VoIP (SIP)



6x12

- ▶ Designed for very small businesses (VSB) with up to 12 employees
- ▶ Works with traditional CO lines and SIP trunks



Px 6/2 Expander*

- ▶ Plug-and-play expander connects extra traditional phone lines and stations to the Allworx System over LAN or WAN
- ▶ Compatible with the 48x and 6x, each provides six FXO ports and two FXS ports
- ▶ Up to three expander units can be connected to 6x and 48x

* Not supported on the 6x12



PowerFlex P810

- ▶ 8-Port 10/100/1000 Base-T, two TP/(100/1G) SFP Combo
- ▶ PoE+ L2 Plus Managed Switch



PowerFlex P2426

- ▶ 20-Port 10/100/1000 Base-T, four TP/(100/1G) SFP Combo, two (100/1G) SFP
- ▶ PoE+ L2 Plus Managed Switch



PowerFlex P4848

- ▶ 44-Port 10/100/1000 Base-T, four TP/(100/1G) SFP Combo
- ▶ PoE+ L2 Plus Managed Switch



9224

- ▶ Sophisticated, flexible top-of-the-line phone with 24 programmable function keys
- ▶ Huge and easy-to-read 192 × 64 graphical backlit display
- ▶ Includes a high-fidelity voice handset, hands-free speakerphone, built-in headset connectivity and an integrated Ethernet switch, PoE



Tx 92/24 Expander

- ▶ Simple plug-and-play configuration with automatic detection
- ▶ Connect up to three Expanders and grow to 48, 72, or 96 programmable function keys
- ▶ Powered from the 9224 phone, no additional power needed



9212L

- ▶ Sophisticated, flexible phone — perfect for employees who make or receive a high volume of calls
- ▶ High resolution full backlit display with adjustable brightness
- ▶ 12 programmable function keys
- ▶ Supports multiple telephone lines
- ▶ Includes a high-fidelity voice handset, hands-free speakerphone, built-in headset connectivity and an integrated Ethernet switch, PoE



9204 & 9204G

- ▶ Four programmable function keys
- ▶ 10/100/1000 Gigabit Ethernet switch (9204G)
- ▶ 10/100 Ethernet switch (9204)
- ▶ Easy-to-read 192x64 graphical backlit display
- ▶ Full-duplex speakerphone
- ▶ 4-way conferencing



9202E

- ▶ Compact size for small workspaces
- ▶ 2 call appearance buttons
- ▶ Easy-to-read 128 × 36 display
- ▶ 10/100 Switch
- ▶ Power over Ethernet (PoE)
- ▶ Full-duplex speakerphone
- ▶ Wall mountable
- ▶ Bright ringing and off hook status indicator
- ▶ Plug-and-play headset connectivity

Boost productivity with Allworx software

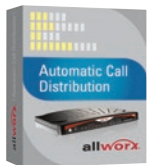
Allworx servers are built to provide additional specific applications without any additional hardware cost or complexity. Order only what you need, pay for it only once, and add real value.

Optional Software Features



Advanced Multi-site

- ▶ Communicate as one organization
- ▶ Global directory with global voicemail
- ▶ Uniform flexible numbering with park and page across sites
- ▶ Transfer and receive calls from anywhere
- ▶ Visual handset status from remote locations
- ▶ Disaster recovery, automatic failover



Automatic Call Distribution™

- ▶ Distribute incoming calls effectively and fairly
- ▶ Linear priority, round robin, longest idle, ring all
- ▶ Agent login from any phone for flexibility
- ▶ Remote Allworx users can be agents
- ▶ Supervisor status reports online; export call detail reports
- ▶ Supervisor management of queues and agents
- ▶ Comprehensive reports: agent productivity, abandoned calls, and many more



Dual Language Support

- ▶ Play prompts to multi-lingual customers
- ▶ English, Castilian Spanish and French Canadian



Reach™ SIP Mobile Phone Client

- ▶ Make and receive calls from anywhere with iOS or Android
- ▶ Use Wi-Fi or cellular data
- ▶ Display/search Allworx users and local contacts
- ▶ Extensive call history
- ▶ View and change presence setting
- ▶ Manage, send, reply and forward voicemails



Interact™ Call Control

- ▶ Intelligence on every call with screen pops
- ▶ Answer and hold calls from your PC
- ▶ Interact Pro offers PC-based call control
- ▶ Interact Attendant offers full call processing



Call Assistant™

- ▶ PC-based attendant console
- ▶ Easy-to-use graphical user interface
- ▶ Seamless integration with any Allworx phone
- ▶ “Drag-and-drop” call processing
- ▶ Displays incoming and outgoing calls, outside lines, phone status for all users — including remote and multi-site users
- ▶ Record any call with the click of a mouse
- ▶ Call history displays outgoing and incoming calls with sort and one-click dial
- ▶ Supports Microsoft TAPI for Caller ID screen pops



Conference Center™

- ▶ Secure conferencing — ID and password protection
- ▶ Centralized scheduling and moderation of calls
- ▶ Full administrative view of users and conferences
- ▶ Set up conference calls 24/7
- ▶ Easy-to-use graphic user interface
- ▶ Ability to create recurring conference calls



OfficeSafe™

- ▶ Backup and restore anytime day or night
- ▶ Backup multiple servers simultaneously
- ▶ Backups can be made to centralized secure data centers
- ▶ Runs as a Windows service



View™

- ▶ Data on call usage, ACD queues and agents
- ▶ Real-time, configurable dashboards with definable threshold alarms
- ▶ On-demand and scheduled reports
- ▶ Save, share and export report data
- ▶ View reports and real time status from any mobile device

Allworx systems:
The right solution for you

Allworx systems offer **effortless communication** — combining high standards that maintain consistent quality and reliability with cost savings that provide short- and long-term value. Most importantly, forward thinking guarantees continued innovation, developed by people who focus on serving the customer.

At Allworx, we concentrate on our customers' businesses and their employees' productivity. With their input, we create tailored solutions, driven by the unique requirements of each customer. The resulting products offer an uncomplicated approach to telecommunications with business advantages for our customers.



We understand and exceed expectations

When it comes to understanding and exceeding customers expectations, no one does it better than Allworx. All our systems are designed and manufactured with five key attributes, each of equal importance:

- ▶ Innovation
- ▶ Value
- ▶ Reliability
- ▶ Customer Focus
- ▶ Quality

The result is that rare and unique combination of products that meets your needs today and tomorrow, works every day without interruption, has capabilities beyond others, lasts for generations, and provides cost savings from the very first day.

Allworx makes it effortless to communicate. That's why Allworx is the **right choice** for your business.



To learn more, contact your **Authorized Allworx Partner** today.

WINDSTREAM AND AVAYA

A STRONG PARTNERSHIP OF COMMUNICATION INDUSTRY LEADERS



WINDSTREAM

- Windstream & Avaya have been strategic partners for 25+ years
- Avaya Platinum Partner - less than a dozen in the US - which requires Windstream to meet and maintain stringent requirements in Revenue, Certifications and Customer Satisfaction
- Windstream and Avaya have gone through industry consolidation mergers, resulting in stronger companies, with industry leading communications solutions (Windstream has effectively combined 3 Avaya Platinum Partners into one)
- Over 1 million desktops deployed with Avaya Business Phone Systems, Contact Centers, Unified Messaging, Data Networks and Complete Unified Communications Systems
- Windstream can provide complete design, installation and operational support for all categories of products in the Avaya portfolio
- The first and only SP to have an Avaya UCaaS subscription license agreement in place
- In-house certified Avaya Red/Blue technicians
- Avaya outsources nationwide service to Windstream, including: dispatch, MAC, and installs. Average of 20-30 engagements per month
- Windstream continues to invest in Avaya Solutions via DevConnect and Avaya Connect (SIP, Hosted, Virtualization, Video and Services)



AVAYA

- Avaya is a recognized innovator and leading global provider of real-time business collaboration and communications solutions.
- A \$4.7 Billion company
- 14,000+ Employees in 58 countries
- #447 on the Fortune 500
- 300,000+ customers in over 1M customer locations
- 30 Global delivery support centers handling 2M+ service requests annually
- Over 95% of Fortune 500 companies trust Avaya solutions for their collaboration needs
- Positioned as “Leader” in Gartner Magic Quadrants for Corporate Telephony, Unified Communications, and Contact Center
- Frost & Sullivan 2013 Market Share Leadership Award: Inbound Contact Routing Systems
- Frost & Sullivan 2013 Product Leadership Award: Video Conferencing Solutions
- CRN 5-Star Partner Program Winner, for fifth consecutive year
- #1 in WW Telephony Systems (Dell’Oro Group)
- #1 in WW SME Telephony (Dell’Oro Group)
- #1 in Contact Center (Gartner)
- #1 in WW Voice Maintenance (Intellicom)



AVAYA

Engage The Power of We™

Advantages of UC Modernization (The Move to Team Engagement)

We recognize the value for any customer to move from unified communications to full team engagement. It provides support for enterprise mobility, enables video at the desktop or in any remote environment, offers employees their choice of devices while helping ensure complete corporate level security for all users. Making the move to a modern communications solution can provide lower total cost of ownership (TCO), produce happier employees and customers. It is a better business solution.

We understand the questions existing Avaya customers ask about whether there are benefits from optimization if their Avaya enterprise solution is working well today. There are benefits. Moving to the latest enterprise level communications solution can help improve worker productivity, team productivity, and customer engagement, as well as help the business grow. The advantages are there; let us help you understand what communications optimization really means and why it can be positive for the future of any business.

The Value of Engagement

Business engagement means fostering valuable relationships between teams, partners and customers to achieve competitive advantage. Engagement goes beyond collaboration: when context meets communications, engagement occurs and the outcome is action. Contextual Engagement creates active, meaningful connections between people and communities across time and space, dissolving the barriers to productivity, topline growth and customer loyalty. Avaya offers its customers a communication transformation that bridges expectations and requirements and ushers in a new era of innovation based on Contextual Engagement. Avaya is helping our customers move beyond communication and collaboration, into a new “era of engagement” where they can enjoy effortless mobility, deliver a better customer experience, and increase productivity and profitability. Modernization leads your business to the Avaya concept of Team Engagement helping any business address today’s most pressing communication challenges.

Avaya Team Engagement:

- Innovative business collaboration capabilities
- Integration with third-party solutions
- Reduced infrastructure with OPEX alternatives for application expansion and managed hybrid networks
- Move to new service and warranty agreements to maintain highest support levels



Moving to the latest enterprise level communications solution can help you improve worker productivity, team productivity, and customer engagement, as well as help your business grow.

Virtualization

Moving to the latest Avaya application level also means you can move to a VMware operating environment. Many enterprises have already invested in VMware as their data center architecture. Virtualization of the data center uses less hardware, less energy, less rackspace, and offers better business value for today and in the future. You can experience the same advantages if you move your unified communications and collaboration infrastructure to VMware. In the past, companies have hesitated to move real time applications, such as communication, to a virtualized machine solution. Avaya has thousands of installations doing just that. All of the Avaya Aura® core applications, the Call Center Elite applications, Messaging, Conferencing, Session Border Controller for the Enterprise, as well as Engagement Development Platform are all available as virtualized instances when you modernize. Modern Avaya means enabling a virtualized architecture.

Mobility

Probably the single most important change in the enterprise communications systems over the past five years has been the integration of a more mobile user experience. We all recognize how our personal mobile communications has changed our own perspective of what communications can mean when mobile and always available. The traditional enterprise IP telephony solution offers great features over the previous models. These advantages have included better dialing plans, easier messaging and extended business features. Yet the traditional system does not compare to the mobile ready user experience of a modern team engagement solution from Avaya. Avaya offers more clients

for more devices with a more consistent user interface then can be found in the 'traditional' UC world. An enterprise solution needs to offer an open interface, easily integrated with business processes and easily accessed through devices that employees actually use. Making your enterprise user more mobile might raise concerns: for example, the effectiveness of the clients, the number of devices that can be supported, and the continuity between the mobile interface and the desktop interface. Avaya answers these concerns with Avaya Communicator. Modern Avaya means mobile clients, mobile applications and mobile users.

Security

We discussed mobility; there is not an enterprise today with mobile workers that does not understand how making it easier for them to do their job regardless of location means better business relationships. But with mobility comes questions of security and a modern Avaya Team Engagement solution can help address those issues. Regardless of where the user is supported - home office, on the road, branch location - Avaya offers more secure solutions as part of a more modern system. The Avaya Session Border Controller for Enterprise helps provide stringent security interfaces for any remote worker, without using VPNs. Session Border control is more than just support for SIP trunking - the enterprise needs Session Border control to help provide protection for any external user, from any external site and the Avaya solution can help fulfill this requirement. Security is key to moving to a more mobile enterprise, modern Avaya means better security.

Business applications

A few years ago, the system that supported enterprise level communications used specialized software supported by very specialized software people. A modern communication solution can be viewed as specialized applications, it should not be considered as usable only for communications processes. In fact, it is true the data generated by the communication applications can be just as useful as data generated by any non real-time application. The problem has been communications data was special, using different protocols, different structures, it was not as simple to manipulate or even access. A modern Avaya system solves that problem by providing a set of Application Programming Interfaces (APIs) that utilize programming experience not telephony experience. The Engagement Development Platform simplifies application development by supporting snap-in capabilities developed by Avaya or third parties to speed the addition of sophisticated capabilities into new applications. Examples of developed snap-ins include applications that utilize speech recognition, scheduling of work assignments, CRM integration, management of business teams, and many others. The user friendly interface means that you can take information from the modern communications infrastructure and make it usable in any number of non-communications applications such as CRM or remote alarms or almost anything. Modern Avaya means simpler integration of people, media and devices with business events.



Conferencing

We know that unified communications alone is not enough; a better Team Engagement solution is the definition of the future of communications and the future of Avaya. Team Engagement means better support for your employees as well as making your business more responsive to your customers; team engagement means better communications for every team. Conferencing has moved beyond the ability to combine multiple voices on a single call. Conferencing is a critical building block for engagement because modern conferencing means combining voices and video feeds on the web, sharing information real time, taking notes while recording the conversation, and accessing all of this from any desktop or mobile device in any location. Beyond just UC, Team Engagement means real-time communications between all of the team members. Avaya Conferencing provides the features necessary for your team to engage. Modern Avaya means multimedia conferencing on multiple devices in multiple locations.

Keys to Modernization

- Consolidation
- Simplification
- Open Standards
- Infrastructure optimization
- TCO reduction
- Cloud/hybrid alternatives
- Reliability

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.

Multiple devices

It is quite common: people carry multiple devices – a smartphone, a tablet, an enterprise laptop, and perhaps another tablet or business phone at home. The number of devices gets significant in a very short period. Flexibility is why SIP is important, limitations in users is not. Avaya addresses this requirement with Multiple Device Access (MDA) per SIP address. We support up to 10 devices per address and these can be used in parallel, with different user profiles, even different devices. The Avaya solution is as flexible and as open as any enterprise could need. Modern Avaya means support for SIP and multiple devices.

Suites

Key to the business value of any modern UC solution are the entitlements available to the business user. Avaya bundles features together as Suites licenses. This is important because ensuring your users have the features they need, when they need them, is a critical step toward getting the full value out of a more modern engagement solution. The Avaya feature Suites – Core and Power – are a less costly feature bundle than compared to adding the features individually. In addition, whether all the features are used on day one or later, having the entitlements available means features are ready for any user when they require them. This provides a more cost effective approach for adding capabilities and a better ROI for any enterprise. Modern Avaya means simplifying the solution with Suites.

Build for the Future

We have offered several examples of why modernizing any UC solution means better business. As an Avaya customer, whether using a Communication Server 1000 or an Avaya Aura Platform solution today, there are important business advantages found when moving your existing communications solution to a Team Engagement solution. By integrating the latest mobile technology, incorporating full audio, video and web conferencing and collaboration, optimizing the platform and infrastructure, a business can extend its reach and better enable its employees. All done while reducing costs. Modernization means new features and a better Team Engagement experience and solution.

Learn More

To learn more about the benefits of modernizing your Avaya communications solution, contact your Avaya Account Manager or Avaya Authorized Partner or visit us at avaya.com.





The Power of We™

Building the 21st Century Schools

School districts rely on Avaya to augment the educational experience with enhanced unified communications and customer experience management solutions in conjunction with the delivery of campus high speed broadband distribution.

Leaders in education are under intense pressure to meet the needs of students and staff and support educational initiatives while facing tight budgets and resource shortages. Technology is the catalyst for changing the way students learn and instructors teach as evidenced in the growing adoption of multiple mobile devices, 1:1 computing, flipped classrooms, social media, and services from the cloud. Instruction is becoming more individualized, classrooms more mobile and lessons more media-rich.

Top 10 Things to Know About Avaya WLAN:

- Technician-free “n to ac” upgrades
- Granular Application Control
- 70% more Bandwidth*
- Cloud Management
- Fabric Attach enabled Access Points
- Distributed Controller in each Access Point
- Advanced RF Management
- Access Points for every use
- Intuitive Management
- Secure Network Access

Avaya WLAN 9100 Series: Top 10 things you need to know

*70% more bandwidth is based on the following:

- Industry-standard 802.11ac, 3x3 AP: Radio 1 = 225Mbps (2.4GHz); Radio 2 = 1.3Gbps (5GHz) = Max Bandwidth = 1.525Gbps
- Avaya 802.11ac, 3x3 AP: Radio 1 = 1.3 Gbps (5GHz) and Radio 2 (5GHz) = 1.3 Gbps = Max bandwidth = 2.6 Gbps

Avaya and E-Rate

One of the major technology funding programs for U.S. school districts is the E-rate Program. The E-rate Program, officially known as Universal Service Funding for Schools and Libraries, was created as a result of the Telecommunications Act of 1996. The program was established in part to get schools and libraries connected with voice services and the internet. Since the E-rate Program was created, the percentage of U.S. public school classrooms that are connected to the Internet has grown—from 14 percent in 1996 to more than 98 percent. Roughly \$2.5 billion is made available annually and is allotted across major categories defined as Category One & Category Two:¹

- Category One services include telecommunications and broadband services or bringing internet access to the building or location.
- Category Two services focus on the delivery of high speed broadband to the classroom, internal connections and their basic maintenance.

As a general rule, all applicants applying for Category One eligible services are fully funded first. Category Two eligible requests from applicants with highest discount levels receive next priority. With the recent modernization of the E-Rate Program, there will be an influx of \$1 billion a year for the next two years to further the delivery of WiFi.²

The availability of the \$1 billion dollars will assure some applicants of funding in the next two years. The Category 2 funding is based on an allocation of \$150 per student over the next 5 years. For example, if a school district has 10,000 students it would be eligible for program support in the amount of \$1,275,000 (10,000 students X \$150 X 85% = \$1,275,000). The neediest applicants based on their National School Lunch Program participation will see the funding first.

¹ See FCC 14-99A1 REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING Par. 10

² See FCC 14-99A1 REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING Par.6

Avaya and E-Rate Category Two Eligible Services

E-rate Category Two eligible services are comprised of Internal Connections, Managed Internal Broadband Services and Basic Maintenance of Internal Connections (eligible Category 2 components). Internal Connections are components located at the E-rate school's site that are necessary to transport High Speed Broadband and in particular WiFi to classrooms, publicly accessible rooms of a library, and to eligible administrative areas or buildings. Internal connections include connections within, between or among instructional buildings that comprise a school campus or library branch, but do not include services that extend beyond the school campus or library branch.

Components at the applicant site are eligible only if they are an essential element in the transmission of broadband within the school or library. The components must be necessary to transport broadband all the way to individual classrooms or public areas of a library.

The new sub-Category 2, Managed Internal Broadband Services, has the same 5 year funding cap but is distributed on an annual basis of \$30 per student per year. It is for applicants to obtain Cable infrastructure, LANs, WLANs and Data Protection as a service for a period of three to five years from a third party who manages the entire system, providing operations and maintenance for the life of the contract. Up to \$30/yr./Student @ up to 85% discount will apply. The applicant or the Service Provider may retain ownership of the equipment.

Basic maintenance provides the necessary and continued operation of eligible internal connection components at eligible locations. Avaya offers an extensive portfolio of products and services that are Category Two eligible and available through our extensive list of resellers participating in the E-rate Program.

For general information purposes, a listing of these products and services can be found on Table 1. As the E-rate eligible service list may vary from E-rate funding year to the next, always consult the latest eligible service list posted on the Universal Services Funding for Schools and Libraries website.

Table 1

Category 2 Accepted Broadband Internal Connections Components	E-rate Category Two Eligible Products	E-rate Eligibility %	Avaya Product Group
Data Distribution *Note: Components that combine functionalities, for example, routing and switching, are also eligible for E-rate funding	Wireless LAN (Access Points used in local area network (LAN) or wireless local area network (WLAN) environments)	100%	<ul style="list-style-type: none"> Avaya WLAN 8100-9100
	Network switches & Routers (Ethernet Routing Switches, Ethernet Switches)	100%	<ul style="list-style-type: none"> Avaya Ethernet Routing Switch (ERS) Avaya Virtual Services Platform (VSP)
	Wireless LAN Controllers	100%	<ul style="list-style-type: none"> Avaya WLAN 8100 Controllers
Software Necessary to support this list of eligible broadband internal connections components, including Client Access* *Note: Components that can be virtualized are also eligible for E-rate funding	Operating System Software and Management Software	100%	<ul style="list-style-type: none"> Avaya 8100 Management software WLAN 9100 Orchestration System Avaya Identify Engines (IDE)
		To be determined	<ul style="list-style-type: none"> Configuration and Orchestration Manager (COM) Virtualization Performance and Fault Manager (VPFM) IP Flow Manager (IPFM) Enterprise Policy Manager (EPM) Virtualization Provisioning Service (VPS)

Managed WiFi schools and libraries may obtain LANs/WLANs as a service for a period of three to five years from a third party who manages the entire system, providing operations and maintenance for the life of the contract.
 Up to \$30/yr./Student @ up to 85% discount³

Table 2

Managed WiFi	E-rate Category Two Eligible Products	E-rate Eligibility %	Avaya Product Group
Data Distribution	Wireless LAN (Access Points used in local area network (LAN) or wireless local area network (WLAN) environments)	100%	<ul style="list-style-type: none"> Avaya WLAN 8100-9100
	Network switches & Routers (Ethernet Routing Switches, Ethernet Switches)	100%	<ul style="list-style-type: none"> Avaya Ethernet Routing Switch (ERS) and Avaya Virtual Services Platform (VSP)
	Wireless LAN Controllers	100%	<ul style="list-style-type: none"> Avaya WLAN 8100 Controllers
Software Necessary to support this list of eligible broadband internal connections components, including Client Access	Operating System Software and Management Software	100%	<ul style="list-style-type: none"> Avaya Identify Engines (IDE); Virtual Appliance Software for VMware ESXi
		To be determined	<ul style="list-style-type: none"> Configuration and Orchestration Manager (COM) Virtualization Performance and Fault Manager (VPFM)

[See E-Rate Product Eligibility List for Category Two](#)

Technology is the catalyst for changing the way students learn and instructors teach as evidenced in the growing adoption of multiple mobile devices, flipped classrooms, social media, and services from the cloud.

One of the major technology funding programs for U.S. school districts is the E-rate Program, established in part, to get schools and libraries connected with voice services and the internet.



³ See FCC 14-99A1 REPORT AND ORDER AND FURTHER NOTICE OF PROPOSED RULEMAKING Par. 93

"Identity Engines is a phenomenal tool. It enables us to open the network safely for mobility and to create a true BYOD environment in all our schools."

Link ▶

— Greg Bartay,
Director of Technology,
Pearland Independent
School District

"Our advanced technologies from Avaya enable us to deliver the network in a way that is so solid, it becomes a part of the infrastructure, like desks, chairs, and other physical equipment. Teachers and students can focus on the instruction without being concerned about what the technology will or won't allow them to do."

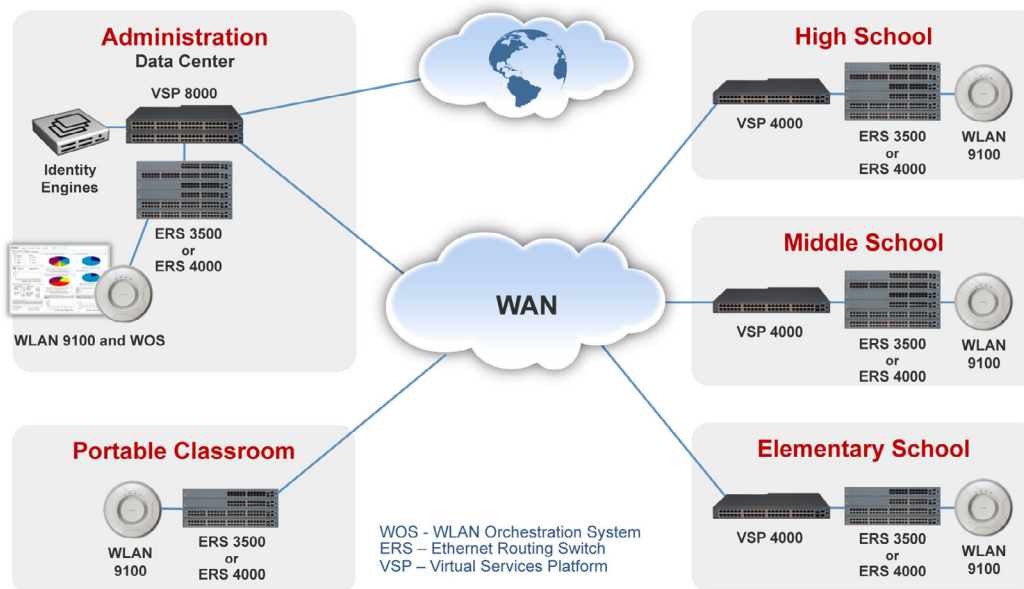
Link ▶

— Bob Moore, CIO
Madison County Schools

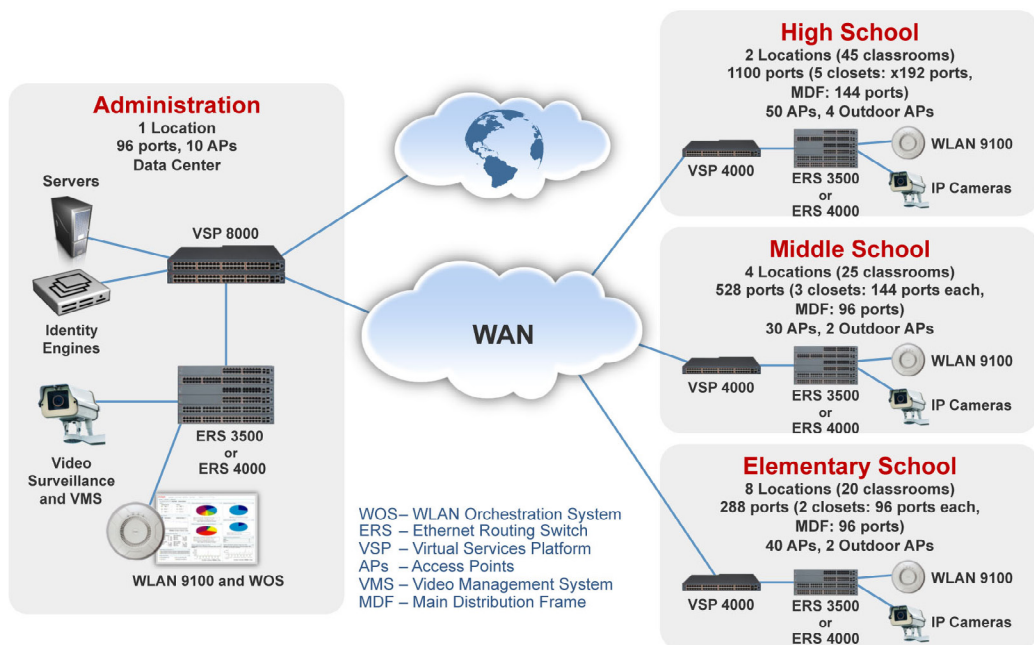
About Avaya

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.

K-12 Reference Diagram - E-rate Eligible



K12 Reference Diagram - Detailed Example



Learn More

For more information, please send email to networkingwarr@avaya.com.

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The Power of We™

Avaya Notification Solution for Universities, Colleges and Schools

Provide real-time communications when every second counts

How fast can your campus respond?

An incident with a gun has been reported on campus and you need to issue a “lockdown”. Right before your school day starts, a fuel delivery truck is involved in a traffic accident right outside the main college gate. A gas leak has been reported in the proximity of the main campus parking structure and you need to issue an evacuation alert to those in the affected area. One of your lecturers has just called in sick and you need to find a replacement. You need to leave messages with all the eighth-grade students’ parents to remind them of a pending school trip. What single communications solution can address all these requirements?

The Clery Act for Colleges and Universities

For colleges and universities that participate in the United States Federal Financial Aid Program, the Clery Act requires institutions to give timely warnings of crimes that represent a threat to the safety of students or employees.¹

¹ For more complete information on this law see PublicIntegrity.org

The needs for students and parents to stay on top of school academic and campus activities have never been greater. They demand not only educational excellence but also a safe and secure environment in which students can learn – assurance that when threatening incidents occur on campus, the right tools are in place to create a rapid and effective response.

Forward-thinking educational institutions are looking to next-generation business communications systems to address these issues – systems that are flexible and powerful enough to support notifications to enhance routine campus operations and during emergency scenarios.

Traditional emergency notification systems can help in some ways, but may not be adequate in an era of mobility

and social media where communication choices through Voice over IP (VoIP), instant messaging (IM), SMS, Facebook and Twitter may be preferred. Some are proprietary systems and don’t integrate easily, if at all, with modern communications technology such as IP Desk Phones or IM clients. These and other shortcomings may prevent the type of effective response required when threatening incidents occur.

A better way with Avaya Notification Solution

With the Avaya Notification Solution, schools, colleges and universities can be confident that they have the communications tools in place to keep campus safety personnel, students, teachers, faculty, staff and parents informed when incidents occur, provide



instructions on what to do and keep them apprised as events unfold.

Avaya Notification Solution is available as a system that can be owned and operated by the institution or as a hosted “Cloud” service from Avaya or an authorized Avaya service provider partner. The solution’s versatility allows it to be leveraged as a more general notification and messaging solution, enabling authorized users to leave messages with parents and students around routine campus business such as financial aid programs, enrollment, fund raisers, absenteeism and sports events.

The Avaya Notification Solution can deliver:

- **Speed, Scalability and Capacity** – notify small targeted security teams or the entire student or parent population in real-time.
- **Pre-scripted or Pre-recorded Messages** – before an incident occurs or ahead of a scheduled

event, prepare recorded messages and specify the list of contacts to whom the messages will be sent.

- **Multiple Ways to Trigger Notification** – when an incident occurs, trigger the notification through a web portal, by placing a call, or sending an email. Notifications can also be triggered automatically from a third party system. Message broadcasts can also be scheduled to execute at a later time.
- **Notifications to Diverse End Points** – place notification calls to campus phones, home phones and wireless phones. Deliver notifications to teletypewriters (TTY) and telecommunications device for the deaf (TDD). Send messages through SMS, email and instant messaging clients. Enable text messages to be converted to audio (via text to speech) for play during a notification call. Broadcast to overhead speakers and horns. Display on digital signage. Send updates to social networking sites.
- **Voice Mail or Answering Machine Detection** – automatic detection of an answering machine at homes and offices including the option to leave a voice mail message. Allow the parent or student to call back to listen to missed notification messages.
- **IP Phone Zone Paging and Speakers/Horns** – define zones of IP phones and broadcast audio and/or text messages, audible through the phone’s speakers and visible in the display window.
- **Conferencing and Collaboration** – using the conferencing service provided with the system or by configuring the system to leverage third party conferencing and collaboration services, broadcast messages can be configured to seamlessly bring key stakeholders into a real-time audio conferencing bridge.

- **Notify and Meet Me Conferencing** – through a group inbox, allow authorized users to set up a Meet Me Conference bridge, allowing contacts to be notified and to dial into the system and be placed into the bridge.
- **Detailed Reporting** – for real-time insight into who has been notified and if they have responded – how they responded, at what time and from which device. If leveraging the conferencing capability, know who is on the conferencing bridge, when they joined, and when they left. Summary and detailed reports are available through the Web Portal as web forms and as PDF reports. For customized reports and analytics, “raw” data is also available for download in Comma Separated Values (CSV) Format.
- **Departmental Level Partitioning** – allow different departments, locations or campus centers to work within their own private partition, yet utilize a single system, leverage similar scenarios and share a common resource.
- **Web Portal Application** – for ease of administration, operations and management of the system.
- **Flexible Deployment Model** – run this solution from your data center or adopt it as a hosted “Cloud” service from Avaya or an authorized Avaya service provider partner.

Benefits from leveraging the Avaya Notification Solution can include:

- **Risk Mitigation** – provide educational institutions with the tools to effectively respond and take control when an unplanned incident or threat looms.
- **Compliance** – broadcast relevant messages to specific individuals or contacts according to their roles, responsibilities and authority or according to the institution’s policy.

- **Reporting** – capture and consolidate message broadcast responses, see who was able to respond and when, conference in multiple parties for real-time management of people and resources.
- **Situational Awareness** – gain visibility into how your organization is responding in real-time. Call and page staff, students and homes.
- **Lower Total Cost of Ownership** – leverage a single system for lockdowns, overhead paging, responding to emergency incidents and leaving messages with parents and students.

The Avaya difference

With safety and security a paramount concern, technology is important, no doubt. However, an effective notification solution should encompass much more. It should be able to consider your existing environment, policies, procedures and workplace design. It should be able to leverage existing resources wherever possible and reinforce proven processes. And,

bottom line: it should be about getting the right information out to the right people at the right time.

Avaya consultants and advanced solution architects work with educational institutions to understand their environment and how its unique characteristics determine the configuration, design and installation of the Avaya Notification Solution. Working within the parameters of your existing infrastructure, we guide you through critical decisions about deployment, timing and activation of the system. We deliver comprehensive formal training and documentation, and we offer knowledge transfer every step of the way.

A trusted partner to education institutions globally

In an increasingly complex world, it's not just a matter of if an emergency will occur – it's a matter of when and, more impor-

tantly, what type. Every university, college and school has the responsibility to provide the best and most comprehensive response planning possible, along with a means to stay in close contact with the student population, parents, teachers, faculty and staff.

As a trusted partner to over 5,000 educational institutions globally, Avaya can converge and consolidate voice, data and video networks to deliver a foundation for a more mobile and connected campus. The advanced features of such networks and cloud-based solutions underpin academic and administrative activities to help drive student achievement, streamline student services, maximize faculty and staff productivity, and improve campus operational efficiencies. With Avaya Notification Solution, Avaya enables your campus to be prepared for virtually any incident with the right communications and messaging tools in place.

A powerful, closed-loop solution for urgent communications

The Avaya Notification Solution can help educational institutions address the operational challenges they confront or need to be prepared for every day.

- **Campus lockdown** – If an incident with a gun has been reported on campus could you immediately notify students and staff and other law enforcement agencies? Often in these situations, the people closest to the situation, and most at risk, can be among the last to know. The Avaya Notification Solution can provide the closed-loop network that allows students and staff as well as essential personnel to be notified in real-time of such incidents and to be directed on how to respond.
- **Overhead paging** – As administration and staff seek to stay in closer contact, being confident that you have a paging solution which can reach a specific classroom, lecture hall, every corner of the campus or beyond has become ever more critical. Using the Avaya Notification Solution with the Avaya IP Phones and third party speakers provides a single system for administrators to reach out to specific rooms, zones, buildings or the entire campus.
- **Home messaging** – With rising school populations and ever more demanding schedules, schools are finding it increasingly difficult to stay in touch with parents, students and staff. The Avaya Notification Solution enables closer communication between the school, parents and students. At the touch of a button, a message can be left or information solicited from students having difficulty in processing through a financial aid program or course enrollment. At a scheduled time during the day, a voice message can be left with all the parents who have students in a particular grade.

Learn More

To learn more about the Avaya Notification Solution and Avaya Global Services for Education, contact your Avaya Account Manager or Avaya Authorized Partner or visit us at www.avaya.com or <http://www.avaya.com/usa/product/avaya-notification-solution>.

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.

Technical Specifications

Delivered as a hosted "Cloud" service, neither software nor equipment needs to be installed on-site. Administrative, operations and management capabilities are delivered via the Avaya Notification Solution Web Portal, a web-based workflow application supported by industry standard internet browsers listed below.

Delivered as an on-premise software solution, Avaya Notification Solution is supported on Red Hat Enterprise Linux. It is also supported on Virtual Machine (VM) technology.

Minimum Supported Server Specifications:

- 32-bit Redhat Enterprise Linux version 5.4, 5.5, 5.6, or 5.7
- 8 cores (or 2 quad cores) with Intel or AMD 2.8Ghz CPU
- 8 GB RAM
- 120 GB storage
- For an HA configuration, 2 servers are required
- Supported Virtual Machine (VM) - VMware vSphere ESX 4.0

PBX and Communications (Voice call notification)

- Avaya Aura® Communication Manager 5 and above
- Avaya Communication Server 1000 5.5 and above
- Avaya IP Office Release 6 and above
- Avaya Aura® Session Manager*
- Avaya Aura® Session Border Controller*

* Optional

Internet Web Browsers (Avaya Notification Solution Web Portal)

- Microsoft Internet Explorer (IE) version 7 and 8
- Mozilla Firefox
- Google Chrome

Basic Supported Services:

- SMS
 - » Short Message Peer-to-Peer (SMPP) 3.4
 - » Multi-Tech MultiModem GPRS MTCBA-G-F4 Wireless cellular modem
- E-mail
 - » Microsoft Exchange 2007 or later
 - » Simple Mail Transfer Protocol (SMTP)
- » Clickatell - Communications Provider, Bulk Messaging Services

Optional Supported Services:

- Directory Servers
 - » LDAP version 3 (Microsoft Active Directory and OpenLDAP)
- IP Devices
 - » Avaya 4600 and 9600 series IP Deskphones
 - » Avaya 1100 and 1200 series IP Deskphones (UNISTim 5.0)
- Instant Messaging
 - » IBM Lotus Sametime Connect 8.5 and above
 - » Openfire 3.6 and above
- Speakers/Horns
 - » Cyberdata Speakers/Horns
 - » Atlas Sound Speakers/Horns
 - » Speaker (Public Address) systems interoperability tested with PBX
- External Audio Conference Bridge
 - » Avaya Meeting Exchange 5.2 SP1 and above
 - » Any third party conferencing services



Avaya Safe School Solution

Keeping students safe through instant, coordinated communications

Parents send their children off to school each day expecting that it will be a safe, nurturing environment. The vast majority of time, it is. But what if something happens that puts them in danger?

The question is not whether an emergency will occur at the school, because chances are that someday it will — weather emergency, fire, intruder or other risk. When it does, time can be as precious as the lives and safety of the students, teachers and staff inside. Fortunately, advances in communications technology are providing schools with powerful and economical tools to respond quickly and comprehensively.

The Avaya Safe School Solution takes such advances to a new level. It can help school districts bring the latest safety and security communications capabilities to their campuses efficiently and economically, while making the most of existing infrastructure and

resources. When an emergency happens, an array of notification and security capabilities, from E9-1-1 emergency calls, to alarms and strobe lights, to door locks and loudspeakers — some triggered automatically — can save critical time and protect the well-being of students, faculty, staff and visitors.

Preparing for threats

For years, authoritative voices, including the U.S. Department of Homeland Security¹ and the National Electrical Manufacturers Association,² have provided guidance on creating effective real-time communications systems to support school safety and security. Key system elements can include broad access to E9-1-1 emergency call dialing and emergency broadcast devices, preemptive emergency communications, schoolwide broadcasts that are intelligible even in loud environments, and visual notifications for persons who are hearing impaired.

The question is not whether an emergency will occur at the school, because chances are that someday it will — weather emergency, fire, intruder or other risk. When it does, time can be as precious as the lives and safety of those inside.

¹"Primer to Design Safe School Projects in Case of Terror Attacks and School Shootings," U.S. Department of Homeland Security, January 2012, <http://www.dhs.gov/bips-07-primer-design-safe-school-projects-case-terrorist-attacks-and-school-shootings-2nd-edition>

²"Communications Systems for Life Safety in Schools," NEMA standard SB 40-2015, January 28, 2015, <http://www.nema.org/news/Pages/NEMA-Publishes-ANSI-NEMA-SB-40-2015-Communications-Systems-for-Life-Safety-in-Schools.aspx>



Industry-leading features

- Anywhere access with mobile devices
- Centralized visual management and control
- Audible alerting through next-generation paging
- Fully integrated visual alerting
- Communications-enabled door controls and emergency buttons
- Open architecture for media streaming

Achieving such capabilities can be especially challenging in educational environments. School infrastructures routinely include disparate legacy systems for paging, alarms, door security, public address communications and general telephony. Some of those systems may be aging, and replacing them entirely may trigger local, state or national regulations requiring major renovation or remediation of hazardous materials, such as asbestos insulation. With tight budgets, few schools have the appetite for total system replacement.

For new school construction, installing the latest communications technology is a natural fit, including all of the associated hardware, software applications and wiring. But for existing schools, wouldn't it be refreshing to know that you can introduce the latest technology a layer at a time without "going behind the walls"? Avaya gives you the flexibility to deploy all or part of the Avaya Safe School Solution at whatever pace works best for your situation.

Avaya Safe School Solution: Flexible. Fast. Economical.

The Avaya Safe School Solution, a joint endeavor with Avaya DevConnect Technology Partners, Algo Communication Products Ltd.

and Conveyant Systems Inc., is an end-to-end solution that can be deployed in a wide range of environments. Algo endpoints are built on Session Initiation Protocol (SIP) technology that can integrate into aging analog systems, Internet telephony networks and advanced unified communications (UC) systems. The relationship between Avaya and Algo gives schools access to best-of-breed capabilities.

On-site notification, provided by the Conveyant SENTRY application, delivers device details and floor plan information to internal emergency responders so they understand where to direct resources when they arrive on the scene.

Avaya is a leader in customer and team engagement solutions, and Algo and Conveyant are leading suppliers of notification, security and paging capabilities. The compatibility and interoperability of our products and services are achieved through extensive compliance testing.

The Avaya Safe School Solution provides the enhanced communications capabilities required for managing emergencies, including access control for campus building(s) and priority communications and situational awareness. It works seamlessly with core school communications systems, intercoms and collaboration services (Figure 1), and SIP-enablement allows for full

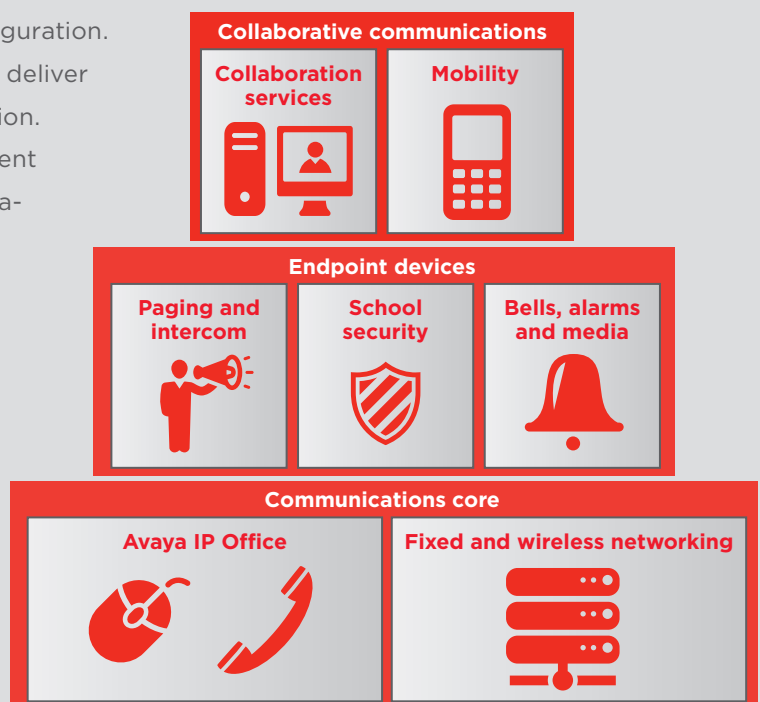
Advanced, fully integrated technology powering the Avaya Safe School Solution

Collaborative communications. Avaya Safe School Solution allows for comprehensive, flexible and affordable options for collaboration services, including multimodal collaboration through Avaya Aura Conferencing; room-based, desktop and mobile video collaboration through Avaya Scopia® solutions; mass notification solutions for rapid dissemination of information across multiple channels; and contact engagement solutions for multichannel response to incoming queries associated with emergency incidents. Mobile alerting and communications capabilities are also available through Avaya Communicator for IP Office. School personnel can manage communications and emergency actions from their mobile devices, including door access control, emergency soft button, broadcast messaging and emergency response activation and announcements. In an emergency, seconds count, and having mobile capabilities may literally save lives.

Endpoint devices. A wide array of intelligent, integrated endpoint devices are available from Algo for the Avaya Safe School Solution, including SIP-based audio and visual alerting, door access controls, emergency buttons, options for legacy integration, and application controller. Algo SIP paging and speaker devices support wideband voice capabilities (G.722), providing optimum speech clarity that makes it easier for students, faculty and staff to hear emergency announcements in noisy environments.

Communications core. The foundation of the Avaya Safe School Solution is Avaya IP Office, a simple and powerful communications solution. Using virtualized software and a dedicated server or appliance, Avaya IP Office supports a broad range of endpoints. Avaya offers a number of traditional, full-featured Ethernet switches that can handle many needs, from school to campus to district levels, whether through a centralized or hosted configuration. Also available are Avaya Wireless LAN solutions that deliver excellent application visibility, control and prioritization. In addition, the IP Office Soft Console provides incident administration and monitoring for instant communications during emergencies and allows you to manage the activation of emergency buttons.

Figure 1. A comprehensive, end-to-end solution





integration of point-of-entry devices with Avaya Networking Solutions and Avaya IP Office communications systems. As a result, it not only delivers a broad scope of emergency communications capabilities, but it also provides state-of-the-art communications and collaboration capabilities schools need for day-to-day operations, including paging, announcements, bell scheduling, door control and communications, and administrator-teacher collaboration.

The Avaya Safe School Solution is intended to provide cost savings over solutions with multiple disjointed telephony, intercom and security systems. It integrates SIP- and IP-based endpoints for audible and visual alerting, paging, visitor assistance and door intercom security. The result is a comprehensive, cost-effective and validated solution specifically customized for safe school deployment.

Scalable deployment models can meet the needs of schools of all sizes. The Avaya Safe School Solution can be rolled out quickly, helping meet tight deadlines that can arise within school funding cycles.

The Avaya Safe School Solution at work

School emergencies typically require one of five responses: evacuation, reverse evacuation, lockout, lockdown or response to an isolated emergency. In any of these situations, the Avaya Safe School Solution supports quick, appropriate action. Examples of potential scenarios in which the Avaya Safe School Solution could be used include:

Evacuation— when school buildings are unsafe because of a gas leak, power loss or bomb threat, requiring assembly outside the school, or a drill is initiated.

School emergencies typically require one of five responses: evacuation, reverse evacuation, lockout, lockdown or response to an isolated emergency. In any of these situations, the Avaya Safe School Solution supports quick, appropriate action.

- Principal dials activation code using Avaya phone, softphone or mobile application.
- Strobe lights display evacuation flash pattern and announcement activates evacuation procedure and requests staff acknowledgement.
- Staff and fire department monitor the evacuation from the office via video door controllers.
- Teachers report student status to office staff with Avaya Communicator.
- Principal dials evacuation deactivation code.
- “All clear” announcement is made and the school transitions to reverse evacuation.

Reverse evacuation — when an external threat exists near the school while students are outside the building, such as after an evacuation.

- Principal dials reverse evacuation activation code from Avaya Communicator application.
- Strobe lights display reverse evacuation flash pattern and announcement activates reverse evacuation procedure and requests staff acknowledgement.
- Staff and fire department monitor the reverse evacuation from the office via video door controllers.
- Teachers report student status to office staff with Avaya Communicator.
- Principal dials reverse evacuation deactivation code.
- Announcement and flash pattern signal end of situation, and essential outside contacts are notified.



Avaya gives you the flexibility to deploy all or part of the Avaya Safe School Solution at whatever pace works best for your situation.

Answering the E9-1-1 imperative

Emergency 9-1-1 calls, especially ones from schools and multi-building campuses, must provide details about the device making the call and its location so internal first responders can coordinate with, and provide pre-arrival assistance to, emergency first responders. In the Avaya Safe School Solution, this information is generated by the Conveyant SENTRY Solution and can appear as a screen pop at the desktops or be displayed on smartphones, thereby delivering the critical situational awareness needed to speed response and help save lives, as well as link to other relevant resources on the network.



Lockout — when a weather-related emergency or other outside threat occurs.

- Principal activates “school lockout” code.
- Strobe lights display lockout flash pattern, protective procedure is announced, and audio/visual alerts are broadcasted for students and staff to reenter the school.
- Teachers report student status to office staff with Avaya Communicator.
- Mass notification system alerts parents and transportation authorities via e-mail, SMS and phone calls that lockout is in effect.
- Once situation has been resolved, deactivation code is dialed, “all clear” notification plays on all speakers, and parents and transportation authorities are notified that normal operations have resumed.

Lockdown — when a threat arises inside or directly outside the school such as an armed intruder.

- Video surveillance trigger alerts office staff of a potential forced entry, and emergency services are contacted to report incident.
- Principal is informed via a call to his or her Avaya Communicator and uses authorized smartphone to dial activation code for “school lockdown.”
- Strobe lights display a specific lockdown flash pattern.
- Teachers report student status to office staff with Avaya Communicator.
- Parents/transportation authorities are notified that lockdown is in effect.
- Proximity sensor on the door controller triggers a call to staff that first responders have arrived, two-way video validates first responders’ credentials, and access is granted with a private access code.
- At situation resolution, deactivation code is dialed and “all clear” notification plays on all speakers.
- Essential outside contacts are notified that normal operations have resumed.

No school welcomes an emergency, but every school needs to be prepared for one. The Avaya Safe School Solution provides a cost-effective way to have clear, reliable and intelligible communications in extraordinary circumstances.

Emergency—for example, a student discovers another student lying unconscious in a school bathroom.

- Student activates an emergency button and office receives auditory and visual alert notifications.
- Staff confirms status of the emergency and any active alarm conditions from the office management console.
- Visual alert outside the bathroom illuminates with preconfigured “emergency” flash cycle.
- Principal communicates with students via intercom and calls emergency responders.
- Principal uses Avaya Communicator-equipped tablet to activate reverse evacuation procedure for specified campus areas.
- “Reverse evacuation” strobe light pattern and announcement are activated; teachers and staff acknowledge event status with Avaya Communicator.
- 9-1-1 personnel communicate directly with those assessing the student while first responders are in route.
- Two-way video validates first responders’ credentials and building access is granted through a private access code.

- Principal dials deactivation code and “all clear” announcement plays on speakers augmented by visual alerts.

Keeping students and staff safe

No school welcomes an emergency, but every school needs to be prepared for one. The Avaya Safe School Solution provides a cost-effective way to have clear, reliable and intelligible communications in extraordinary circumstances, as well as immediate access to critical situational information. It’s technology you can trust in an emergency.

Learn more

For more information about Avaya Safe School Solution and Avaya DevConnect Technology Partners, contact your Avaya Account Manager or Authorized Partner, or visit us online at [avaya.com/k12](https://www.avaya.com/k12) and [devconnectmarketplace.com](https://www.devconnectmarketplace.com).



The Avaya Safe School Solution: It’s technology you can trust in an emergency.

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.



Can higher education gain a competitive advantage by strategically leveraging technology?



Like many other businesses, higher education has become competitive. To meet enrollment and financial goals, institutions need to deliver successful graduates and offer best-in-class learning experiences. Here are some of the top IT issues:

Over **7.1** million students are learning online¹



53% of IT officials see Massive Open Online Courses (MOOCs) as an effective way to deliver online education, but only **29%** believe it is a viable business model²



75% need to provide special support services for distance (online) education³

86% rate tablets as very important in IT planning, more than both smartphones (82 percent) and laptops (62 percent)⁴



82% of institutions saved money when they moved infrastructure and applications to the cloud⁵

49.8% of campuses reported at least one Software-as-a-Service (SaaS) application⁶



46% of professors are using video in the classroom⁷



64% of students identify mobile-enabled devices as their primary means of connecting to the Internet⁸



Avaya partners with over 5,000 educational institutions worldwide to deliver network, communications and collaboration technologies that support online education models, mobile initiatives, cloud, SaaS, video and secure connectivity — with OPEX and CAPEX cost options that make sense.

Let Avaya help you modernize your communications infrastructure, while providing a lower TCO. **Download the Avaya Higher Education solutions brochure.** Contact your Avaya Account Manager, an Avaya Authorized Partner, or visit or www.avaya.com/education.

¹Grade Change: Tracking Online Education in the United States, 2013. Online Learning Consortium, 2013 Survey of Online Learning.

²The 2013 National Survey of Computing and Information Technology, Campus IT Officers Affirm the Instructional Integration of IT as Their Top Priority, Offer Mixed Reviews on IT Effectiveness and Outsourcing for Online Education.

³Grajek, Susan and the 2012-2013 EDUCAUSE IT Issues Panel, Top-Ten IT Issues, 2013: Welcome to the Connected Age.

⁴The 2013 National Survey of Computing and Information Technology, Campus IT Officers Affirm the Instructional Integration of IT as Their Top Priority, Offer Mixed Reviews on IT Effectiveness and Outsourcing for Online Education.

⁵Afshar, Vala, Chief Marketing Officer at Extreme Networks, 50 Powerful Statistics About Tech Mega Trends Affecting Every Business. September 23, 2013.

⁶Goldstein, Philip J., Alternative IT Sourcing Strategies: From the Campus to the Cloud. Research Study 4, 2009. Boulder, CO: EDUCAUSE Center for Applied Research, 2009.

⁷New Research: Digital Tools and Personalized Learning, Today and Tomorrow. DreamBoxLearning, June 13, 2014.

⁸Project Tomorrow, 2013 Speak Up Survey.



AVAYA

The Power of We™

Maximizing the Mobile Learning Experience on Campus with Avaya

In classrooms and across campus, the digital revolution is upon us. To enable mobile learning, school districts and higher education institutions are putting their trust in Avaya.

Teachers and faculty are leveraging digital and multimedia content at unprecedented levels. It is transforming how students learn and engage in projects while fostering a more individualized and collaborative learning experience. Textbooks may soon give way to students using their mobile computing devices to access the most up-to-date educational content and curriculum.

This means more and more wireless devices like netbooks, laptops, iPhone and Android devices in addition to iPad and other tablets will be invading campuses. Initiatives like one-to-one computing and district policies that allow students to use their own computing device on campus—often referred to as Bring Your Own Device (BYOD)—will only solidify this trend.

As more and more devices connect on campus, it can create unintended consequences. According to the Center for Digital Education (CDE) Tech Briefing 2013, 78% of students and 83% of faculty and staff bring a personal device to class and use the campus network. And with some forward-thinking schools anticipating as many as four devices per student, it is important to carefully consider the implications these devices have on the network.

Ill prepared schools with inadequate networks for one-to-one computing and BYOD may experience inconsistent wireless coverage in schools and classrooms, failed connections to student devices, staggered performance when accessing media rich content and unmanaged student network access. As a result, teachers, faculty and students can become frustrated with the added delays. Inadequate wireless systems can lead to the failure of a day's lesson plan as well as pose a serious security risk for the school or institution.

Some institutions, looking to enhance learning by supporting greater collaboration, are finding their legacy wireless LAN unable to run real-time applications like voice and video-on-demand. Others desperately need an easier way to handle the growing volume—which

¹<http://nces.ed.gov/pubs2010/2010034.pdf>

can be exponential—of students, teachers, faculty, and staff that require access and authentication to the campus network every day.

As a trusted partner to more than 5,000 educational institutions globally, Avaya understands the unique challenges schools and institutions face today.

Maximizing the Mobile Learning Experience with Avaya

As a trusted partner to more than 5,000 educational institutions globally, Avaya understands these unique challenges. Avaya offers schools and institutions a technology strategy that can:

- Handle the explosive growth of consumer devices coming onto campus
- Meet the stringent requirements a mobile learning curricula demands, including the support of real time applications such as voice and video-on-demand
- Manage who accesses the network; when, where and how it is accessed; and which devices to allow onto the network

Optimizing the Mobile Learning Solution for Education

To satisfy the explosive growth of mobile devices within schools, Avaya offers a mobile learning solution that consists of the Avaya Wireless LAN 9100 Series, and Avaya Identity Engines.

Avaya Wireless LAN 9100 Series

The Avaya WLAN 9100 Series is a next generation, controller-less, 802.11ac solution purposely designed for the needs of today's schools and campuses. It delivers wired-like performance and predictability to mobile users by putting your mobile learning applications, such as eBlackboard, first. Providing application-level visibility and control, it helps ensure your wireless network delivers uncompromised access to the applications and services your teachers value most—and is not

crippled by the bandwidth-hogging personal applications of your students.

Avaya WLAN 9100 Series is very cost effective, offering a wide range of solutions designed to cover every need. It offers an integrated architecture, where everything needed for a secure, high-performance wireless LAN is built directly into each wireless access point, reducing equipment requirements and costs. It offers a range of different indoor and outdoor Access Points (2x2, 3x3, 802.11n and 802.11ac) to accommodate different deployment requirements. The Avaya WLAN Orchestration System provides full monitoring and management of the Avaya WLAN 9100 Series network via a web based application with graphical map views.

Key benefits of Avaya WLAN solution for education include:

- A future proofed wireless network: With Avaya WLAN 9100, you can start with 802.11n and upgrade to 802.11ac when you are ready via a simple software upgrade. There is no need to send out a technician to swap out access points.
- Up to 70% more bandwidth*: Avaya WLAN 9100 has software programmable radios allowing you to customize your APs depending on your client environment.



Avaya WLAN Indoor Access Point



Avaya WLAN Outdoor Access Point



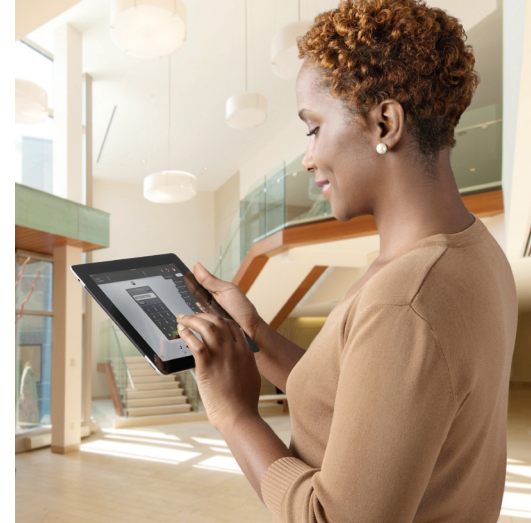
Avaya WLAN Orchestration System

- Ease of deployment and simplified operations: Zero touch provisioning across the entire wired and wireless network
- Identify and prioritize critical education applications over others: With Avaya WLAN 9100 you can restrict students access to social media applications during school hours, preserving Wi-Fi bandwidth for your mobile learning applications
- Adopt BYOD and 1:1 programs in confidence with the assurance that you are in control of applications & devices
- Speed up and simplify onboarding new student and staff BYOD devices with full-featured access management
- Cloud Management (mid 2015): In addition to on-premise management, Avaya WLAN 9100 offers cloud-based management to reduce the demands on IT administrators and allow your wireless network to be deployed and administered quickly and easily

Avaya Identity Engines

The Avaya Identity Engines portfolio is a vendor-agnostic identity and network access system that allows school districts and higher education institutions to centrally manage network access based on information available in the school's existing directories. The system authenticates and authorizes individual users, guests and devices over a wide range of role-based access options, and provides reporting on all network services usage.

The system checks an individual's identity against an identity store, and performs a device health check to confirm the laptop or device complies with the health policy. Once complete, the system will grant the individual access—based on their pre-determined role—to only the portion of the school network for which they have been authorized.



Avaya Flare® Communicator on Apple iPad

Learn More

Let Avaya help enable your mobile learning initiative. We are ready to help you build a campus that is more mobile and connected.

For more information about Avaya Solutions for Education, contact your Avaya Account Manager or a member of the Avaya Authorized Partner program, speak with an Avaya representative by dialing the toll free number **1-855-227-4919**, or visit www.avaya.com/education.



Avaya Application Control provides assurance that educational applications are not compromised by recreational applications

The Avaya mobile learning solution can help satisfy the explosive growth of mobile devices within schools and on campus.

*70% more bandwidth is based on the following: Competition: Industry-standard 802.11ac, 3x3 AP; Radio 1 = 225Mbps (2.4GHz); Radio 2 = 1.3Gbps (5GHz) = Max Bandwidth = 1.525Gbps. In Contrast: Avaya 802.11ac, 3x3 AP; Radio 1=1.3 Gbps (5GHz) and Radio 2 (5GHz) = 1.3 Gbps = Max bandwidth = 2.6 Gbps)

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.



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Executive Summary

The E9-1-1 system in the US is one of the crowning achievements of modern communications. Unfortunately, this great marvel of technology is very much in jeopardy. Not necessarily from the effects of aging on its over four decade old architecture, rather, the increased mobility of personal devices, and the lack of management of that mobility by system administrators, are undermining one of its basic premises — the ability to automatically identify the location of a caller dialing 9-1-1. This same concern exists in enterprise communications systems, and left unnoticed or unaddressed, could inhibit E9-1-1 performance for both older Time Division Multiplexing (TDM) based systems as well as newer IP based solutions. Since the severity of the threat to public safety has drawn the attention of both state and federal regulators, several advancements in technology have been introduced to eliminate the problem. This Avaya whitepaper will examine the technical issues, perceived and real, the regulatory climate, enterprise liability and other business issues as well as the steps that Avaya is taking to help simplify and solve the E9-1-1 challenge faced by enterprises, educational institutions and governments.

Section 1: Introduction

If an emergency occurs within your enterprise, what happens when 9-1-1 is dialed? Will first responders be able to locate that employee in need?

In recent years, there has been extensive discussion of the problem of identifying the location of E9-1-1 calls made from cell phones. In fact, the same problem exists for the estimated 60 million US employees who work or study in high-rise buildings, campus environments or sprawling corporate facilities and are served by enterprise communications systems known as Multi-Line Telephone Systems (MLTS) or Private Branch Exchange (PBX). Both legacy TDM systems based on traditional telecommunications technology as well as newer systems based on IP Telephony are affected by this issue.

Depending on a wide range of factors — including the technology used in the system, how the system is administered, the circuits that provide access, etc. —

Avaya estimates that on average 10% to 12% of all 9-1-1 calls received by 9-1-1 centers come from businesses and at least 80% of businesses, government facilities and schools need some level of remediation to address their E9-1-1 readiness.

an E9-1-1 call made through an enterprise communications system can be routed quickly and accurately or it can go dangerously awry with potentially fatal results.

Location Is Critical

In the enterprise, there have been several cases where emergency response was unable to respond to an event due to confusion caused by the location reported to the 9-1-1 center. In 2011, a 9-1-1 call placed from a bank in Collier County Florida was misrouted to Manatee County 9-1-1¹. Immediately, blame was placed on the Collier 9-1-1 network for improperly routing the call. A detailed investigation into the bank's PBX took place and it was discovered that the calling line ID (CLID) sent which identified the bank branch was incorrect. The number sent was assigned to another building in neighboring Manatee County, and it was this error that caused the improper routing of the call. It may have been the right level of detail, but it was clearly to the wrong people.

What About The Law?

Illinois became the first state to enact Enhanced 9-1-1 (or E9-1-1) legislation. Today E9-1-1 legislation has passed in 17 states. These E9-1-1 laws, while different in each jurisdiction, all have a common goal: to make it mandatory that a 9-1-1 dispatcher be able to accurately and automatically able to dispatch resources to the right building with specific location information or to where local internal first responders, with detailed information, are ready to assist.

While virtually any enterprise communications systems could have E9-1-1 issues, the widespread adoption of IP Telephony compounds the challenge. One of the most significant benefits of IP is the ability it affords an enterprise to "virtualize" its operations: employees, managers, sales reps, call center agents, etc. no longer need to be co-located with the communication system — they can work across the street or around the world, introducing a whole new level of complexity in identifying their location in the event of a 9-1-1 call. Additionally, employees have become more nomadic in nature, and current IP technology allows them to change their place of work without administrative intervention. Unfortunately, an important piece of user data, an employee's E9-1-1 information, is not something we often think about and quite often is forgotten until we are reminded by glaring headlines.

¹ <http://www.avaya.com/blogs/archives/2011/11/fixing-mlts-e911-or-solving-the-problem.html>

Questions to Ask about Your E9-1-1 Capabilities

Today, all members of enterprise management involved with employee safety — IT managers, telecom, chief security officers, chief operating officers, the legal department, etc. — need to revisit their organization's policy and compliance with the 9-1-1 regulations and mandates to make sure they are current with changes in technology (such as IP telephony) as well as new E9-1-1 legislation. Key questions that should be asked include:

When 9-1-1 is called, is the call sent automatically to the proper Public Safety Answering Point (PSAP)?

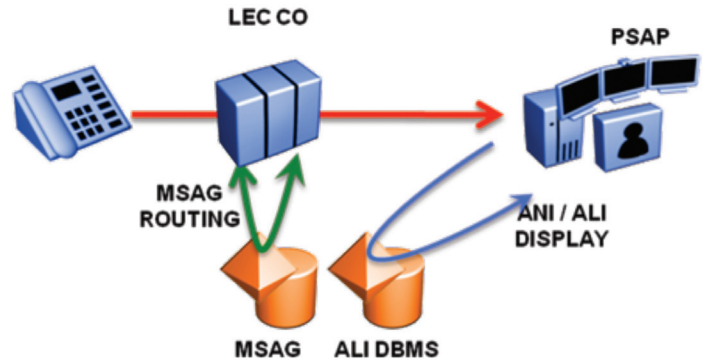
- Is the location information that will be used to pinpoint the origin of the call accurate and up-to-date? Is it in compliance with local regulations?
- Based on the call, will emergency responders be able to find the right building? The right floor?
- What processes are in place and who are the key individuals responsible for ensuring that your communications system helps facilitate the fastest possible and accurate response?
- New communications technologies such as IP Telephony can introduce new technical challenges as well as organizational issues (i.e., virtual operations, distributed workforce) that affect compliance with 9-1-1 internally and with remote teleworkers. How are you addressing these challenges?

One case, for example, was the death of an employee of a company in Gaithersburg, MD in April of 2006. The headline was simple “Man Found Dead in Office 10 Hours after 911 Phone Glitch Confuses Rescuers”². It also included the company name, several times, in each story and/or update. Was the company at fault? There was never an official conclusion, however the brand name damage had been done, and the liability sharks circled their prey. The case never made it to a jury, a settlement was reached beforehand, and the case was ‘sealed’ preventing access to the facts. Because of these widely publicized incidents involving the 9-1-1 system and the way that PBX and MLTS systems communicate location information, changes are being brought about by IP Telephony and legislation mandating E9-1-1 in several states, and there is growing pressure on enterprises to ensure that they have the proper E9-1-1 capabilities in place to protect their employees.

² <http://www.washingtonpost.com/wp-dyn/content/article/2006/04/20/AR2006042001923.html>

Section 2: How 9-1-1 Works

In a 9-1-1 call, the call is recognized by the Local Exchange Carrier (LEC) as an emergency call from the digits dialed (9-1-1). Special routing takes place to send that call instance to a designated E9-1-1 Tandem, or Selective Router, a special switching center in the carrier network, dedicated for E9-1-1 call handling. In addition to managing the inbound 9-1-1 calls from the network, it also provides special trunking to the Public Safety Answering Point (PSAP) geographically located close to the caller. The PSAP then dispatches emergency responders to the location of the call, or transfers the caller to a 9-1-1 Dispatch facility that handles the actual assignment of emergency service resources.

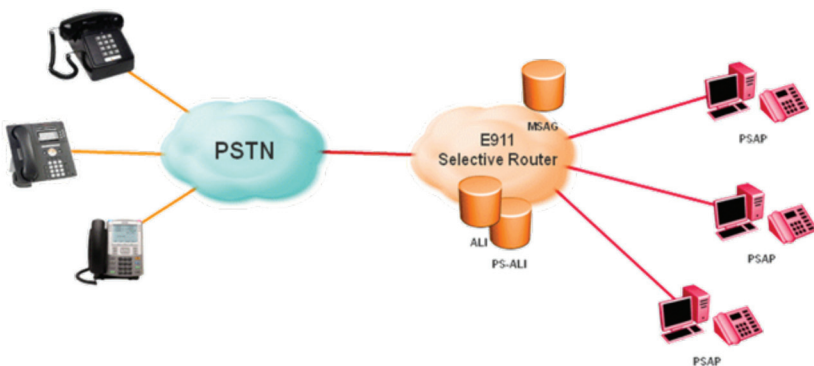


For this to take place successfully, two things have to occur: the call must be routed to the correct Primary PSAP and that PSAP must be able to determine the location of the caller in order to assign the appropriate resources.

Routing the call to the appropriate Primary PSAP

There are nearly 7,000 PSAPs in North America, (6,600 in the US alone). A specific geographic area is served by one or more PSAPs. When 9-1-1 is dialed, a ten digit number associated with the calling party is the critical piece of information that allows the Selective Router (SR) in the Public Switched Telephone Network (PSTN) to choose among the many possible connections and route the call to the appropriate PSAP. In some instances, the ten-digit number is the actual number of the caller, in other instances it is the number

used for billing. In the case of enterprise PBX/ MLTS communications systems, there is a wide range of options for the administrator to determine the number that is used. When sending a number other than the direct number of the caller, the number is referred to as an Emergency Location Identification Number (ELIN). Once a particular PSAP is selected and the call is delivered, this number is then used to assist in identifying the location of the caller.



Identifying the location of the caller

Digital T1 and analog circuits are common means of providing network services to enterprises. 9-1-1 calls that are sent over these circuits often provide PSAPs with LDN (Listed Directory Number) or billing numbers associated with these facilities, but these numbers may not be sufficient to identify the specific location of the caller with the emergency.

In the past, the use of analog CAMA (Centralized Automatic Message Accounting) trunks was used to convey specific ELIN information to the PSAP because of their ability to transmit additional digits. By today's standards these trunks are generally viewed by the industry as having slow call set-up time, and being unreliable as they are used specifically for outbound 9-1-1 calls, and can be out of service without generating an alarm, since these are loop-start type circuits. Additionally, in most areas, CAMA circuits are tariffed services and priced based on mileage between the enterprise and the E9-1-1 Selective Router, which may be hundreds of miles away. The cost for each individual circuit may be several hundred to several thousand dollars each month.

ISDN/PRI (Integrated Services Digital Network/Primary Rate Interface) can also deliver the ELIN or correct ANI (Automatic Number Identification) to PSAPs. In addition to being used for normal inbound and outbound calling, E9-1-1 call routing can be directed, and even prioritized over these circuits using standard routing logic in the PBX/MLTS. Circuit trouble monitoring is easily accomplished as a normal function of digital circuits in the PBX/MLTS. This allows for specialized overflow routing to other facilities in the event of a trouble on the circuit, or even locally terminating the call in the event of an All Trunks Busy condition. This allows localized on-site first responders to be aware of an emergent situation even when Public Safety cannot be reached.



Section 3: Helping to Provide the Accuracy of E9-1-1 Information in the PS/ALI Database

Unlike the situation for residential phone users — where the responsibility for insuring the reliability of the information in the database typically belongs to companies who provide the telephone service — keeping the PS/ALI database accurate is the responsibility of the enterprise itself.

However, there are a number of technical, administrative, and resource-based challenges that can affect the accuracy of information in the PS/ALI database and lead to missing, incomplete or information location information in the event of a 9-1-1 call:

Resources

Ensuring that the information in the PS/ALI database is accurate means putting in place the people, processes, and technology to make it happen. In resource-constrained times, this is often an issue.



How an enterprise communications system is configured and administered in terms of its E9-1-1 information can determine the safety of enterprise employees and the risk for legal liability in the event of death, injury, or property loss.

Moves and Changes

In an enterprise, individuals often move from one office to another or one building to another. Each time a phone moves, the ALI records become inaccurate. How often that information needs to be communicated to those responsible for administering the ALI data can be judgment calls.

Location Granularity

How a system is configured to report location information is one of the most critical first steps in establishing an E9-1-1 remediation plan for an enterprise. In the past, it was preferred that explicit station level detail was collected and passed along to public safety via an ELIN. Although this sounds like an effective procedure to follow, we have to step back and view it from public safety's perspective. If a 9-1-1 call taker receives an ELIN of 908-555-2602, and the ALI database query returns an address of:

211 Mount Airy Rd.
Cubicle 3C 231
Basking Ridge, New Jersey

What can emergency responders do with that information? Certainly the street address is important data, both to the 9-1-1 call taker as well as the public safety first responder, but what about the cubicle number? Do we expect the dispatcher to be familiar with the building topology? Do we expect fire and EMS personnel to carry building level maps of every facility in their jurisdiction? The answer to both those questions is undoubtedly "NO".

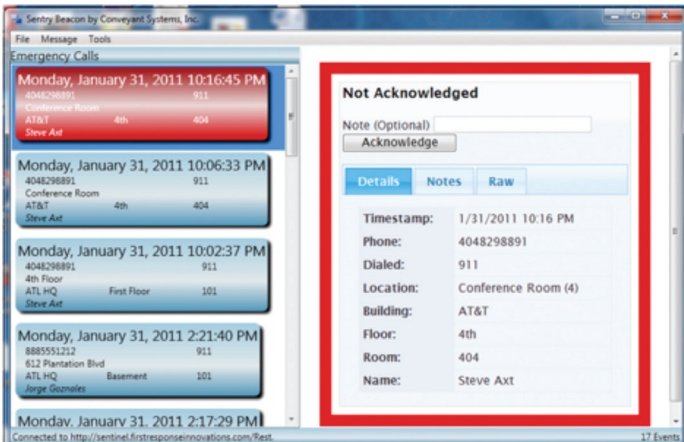
Creating individual ALI records for every user in a system is certainly possible using one of several mechanisms available today. Keeping that information up to date and in synch can be difficult with nomadic employee behavior, mobility, and routine moves, adds and changes. Without information updates the system breaks down.

How, then, do we provide granular location information using a mechanism that is not a burden to maintain, or a drain on budgetary constraints?

On-Site Notification

On-Site Notification is a mechanism used to alert local internal first responders to emergency events within a building. The PBX/MLTS is very aware of the location of its users and their devices, and can easily correlate a zone-based ELIN to transmit when a particular user looking for help dials 9-1-1. The ELIN allows a specific building, floor, or even zone on a floor to be displayed to the 9-1-1 call taker at the PSAP. Detailed station level information, already existing in the PBX/MLTS, can easily be displayed to internal first responders or security personnel, providing them with the exact location of the 9-1-1 caller.

Utilizing this method, ELINs can match against static ALI records that never have to be modified or updated unless a new Emergency Response Location



(ERL) is added to the floor plan. When a device is located in a specific area of the building, the PBX/MLTS understands which ELIN to be transmitted with a 9-1-1 call. In addition to eliminating the application that's required to manage the ALI database, the monthly recurring charges and ALI update fees can also be eliminated.

Several On-Site Notification solutions are available for the Avaya branded PBX/MLTS through the Avaya ecosystem of DevConnect partners, as well as solutions from Avaya DevConnect Select Partners.

Section 4: IP Telephony Mobility Increases the E9-1-1 Challenge

The spread of IP telephony mobility increases the E9-1-1 challenge because office phones can be located anywhere there is an internet connection:

- Employees can move phones themselves in an office by plugging and unplugging using Ethernet jacks. A phone that is moved is identified to the network only by its IP address, not its location.
- Employees can Wi-Fi roam within an office. Identifying a roamer's location becomes more difficult as the phones are not physically plugged in and call locations are mapped to an originating static line.
- With the proliferation of Bring Your Own Device (BYOD) to the workplace, more and more enterprise calls will be made through Wi-Fi enabled mobile devices, tablets and wireless LAN handsets, deepening the issues with location.
- Virtual employees using a VPN can appear to be in the office but can physically be anywhere. Users can both make and receive calls as though in the office. Outgoing calls appear to the PSTN as if the call were originating from within the enterprise.
- Organizations that leverage IP Telephony flatten and consolidate communications and applications systems centrally and serve multiple locations that can spread across 9-1-1 agencies. These can span multiple local, county, regional and state jurisdictions yet an emergency call must be routed to the local PSAP serving that caller's location even if the main enterprise IP-PBX system is located elsewhere.

All of these calls must be routed to the correct Primary PSAP and that PSAP must be able to determine the location of the caller in order to assign the appropriate resources.

Section 5: Hosted E9-1-1 Service Solutions

Since E9-1-1 Selective Routers are geographically specific, when an enterprise doesn't have trunking in a specific area where users exist, E9-1-1 reporting can also become very difficult. In most states, the Selective Routers are not capable of trunking between each other; therefore another mechanism has to be deployed to effectively handle E9-1-1 calls from remote users.

One commonly used solution is the Voice Positioning Center (VPC) or hosted E9-1-1 solution. In a hosted solution, 9-1-1 calls ingress from the PBX/MLTS via a SIP trunk and are routed to a VPC. The VPC examines the originating ELIN, similarly to a selective router, however the VPC has connectivity to all selective routers in North America. Because the VPC is an overarching umbrella E9-1-1 network, it can pass calls to any selective router, or any PSAP for that matter.

In the unlikely event that direct connectivity cannot be established, the VPC can steer calls directly to a PSAP via specially designated 10 digit numbers. Since this hosted E9-1-1 services typically carry a monthly recurring charge, they are usually reserved for zone-based routing of difficult to locate users, and deployed in conjunction with the other mechanisms mentioned in this paper.

As of 2012, legislation in the United States requiring enterprises to implement E9-1-1 capabilities has passed in 17 states.

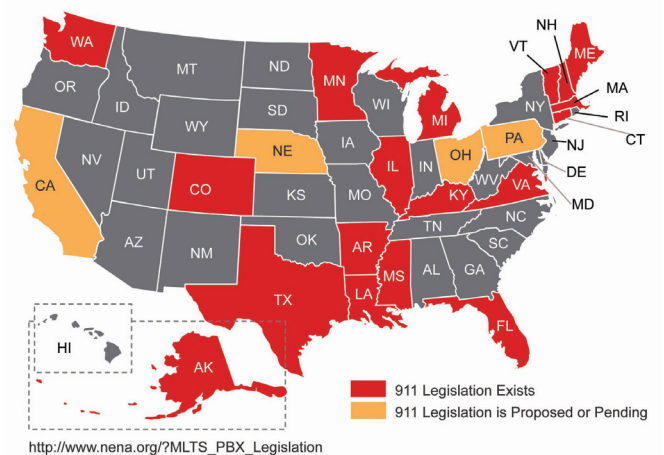
Section 6: The E9-1-1 Legal Environment

In many states, E9-1-1 statutes have passed or are pending. The following map is provided by NENA (http://www.nena.org/?MLTS_PBX_Legislation), which tracks legislation across the US.

The statutes vary from loosely defined to those that are very specific in the size and scope of their requirements. Depending on local laws, businesses may be required to map phone extensions to individual offices or to zones of modest size within vast corporate sites. In most cases, PBX/MLTS compliance is limited and rarely enforced.

Noncompliance does open up liability exposure; however, an enterprise must evaluate their specific exposure with their risk management team. In today's age, claiming ignorance to the problem is not considered a defensible excuse.

States with E9-1-1 MLTS/PBX Legislation
As of 10/1/2012



How Is Your Communications System Set Up to Report Calling Numbers?

How each physical device or application within an enterprise communications system is identifiable to the outside world depends on how the system is configured. PBX administrators have the option to administer the system at the station, building or zone level. The option chosen can have a dramatic impact on the safety of employees:

- Station level: each individual physical device is assigned either a separate published telephone number or a representative telephone number. When a caller dials 9-1-1, the PBX sends a distinctive telephone number associated with the caller's device that uniquely allows the PSAP to query the PS/ALI database for location information.
- Building level: when a caller dials 9-1-1, the system sends a number for the physical building only. No more specific information (such as, floor, suite or doorway) is available to aid public safety officials in locating individuals in peril.
- Zone level: the administrator determines groups of devices that are identified by a single number. This might be all devices located on one floor, an area on the same floor or some other geometric vicinity.
- The zone method is a typical solution for enterprises seeking to meet safety concerns and minimize administrative costs.

In their proposed model legislation (http://www.nena.org/?page=MLTS_PBX), the National Emergency Number Association states that an enterprise facility larger than 7,000 square feet should implement E9-1-1 at a granularity more precise than just a Street address. Most state laws also require enterprises that occupy multiple floors of a building to identify each of those floors as separate locations regardless of the square footage.

As more states move to pass E9-1-1 legislation to better protect workers in emergency situations, enterprises will be tasked to implement solutions that comply with the legislation. Failure to provide E9-1-1 protection to employees could result in regulatory fines, and more significantly, expose the enterprise to large damages from civil and criminal litigation.



Many organizations require that an employee in an emergency situation use different dialing codes, insert additional digits, or call a different in-house emergency number. These alternative policies are not considered best practice and are prohibited in legislation passed in some jurisdictions. Some enterprises that have implemented these procedures have faced legal actions as a result of them.

Section 7: Avaya and E9-1-1

Avaya is a leading global provider of next-generation business collaboration and communications solutions, providing unified communications, real-time video collaboration, contact center, networking and related services to companies of all sizes around the world. Avaya has long been concerned with helping ensure the effective performance of the 9-1-1 system and the application of E9-1-1 best practices within its client's enterprise environment. Our expertise and industry contributions are well recognized and have been instrumental in the development of the National Emergency Number Association (NENA) E9-1-1 model legislation for multiline telephone systems. Furthermore, our industry involvement includes maintaining strong affiliations with industry associations at the forefront of emergency communications including NENA, APCO International and the European Emergency Number Association (EENA).

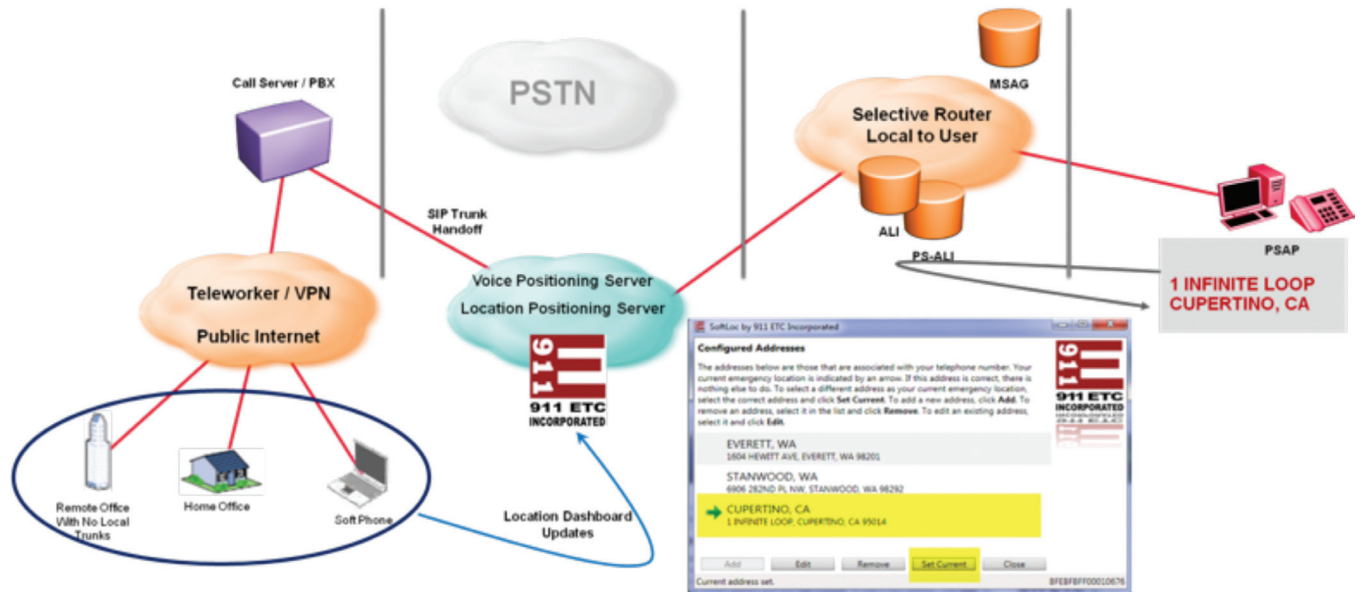
The approach Avaya has taken to solving the E9-1-1 location problem begins with system reliability. It does not matter how sophisticated your tools are, if they are not available, they are of little use. Many PSAPs rely on Avaya solutions because of their ability to perform reliably and effectively under the most demanding conditions.

Avaya flagship solutions for enterprises, Avaya Aura® and Avaya Communication Server 1000, are fully compliant with E9-1-1 throughout the United States and provide the following standard features:

- Hardwired phone locations transmit the calling number to the PSAP by traditional means over CAMA or ISDN trunks, providing enterprises with the flexibility to use either circuit.
- Location-based routing capabilities that are standard in Avaya solutions enable enterprises to designate how 9-1-1 calls are routed. This is particularly important for multi-site IP Telephony implementations to ensure that 9-1-1 calls are routed to the correct local PSAP.
- Avaya solutions provide E9-1-1 support for all types of endpoints (analog, Digital and IP). The ELIN (Emergency Location Identification Number) capability can also be used to designate work-groups, building floors and station/office level information for more granular identification of caller location.
- Avaya DevConnect Partners are part of the Avaya E9-1-1 solution ecosystem delivering complementary capabilities that are valuable for enterprises. These include:
 - **Conveyant Systems:** Their Sentry E9-1-1 solution location discovery technology monitors VoIP phone assets on the network and updates the call server database as soon as the IP phone moves. This technology helps ensure that accurate caller information, including the caller's building and room number, is reported to the 9-1-1 call center. In addition, on-site

notification (OSN) alerts can be transmitted via screen-pop to a desktop, E-mail, or SMS to internal personnel so they can quickly provide assistance where necessary.

- **9-1-1 ETC:** CrisisConnect® for TDM, VoIP and soft phones, a fully hosted E9-1-1 solution, provides an automated, affordable and sustainable CAMA, PRI or SIP E9-1-1 solution with PS/ALI-VPC database management and location delivery to PSAP dispatchers.



IP Telephony for E9-1-1 Service

To address the IP Telephony mobility issue, Avaya has developed a method to send the ELIN to the E9-1-1 service network instead of the calling party number. The solution takes ELINs assigned to IP addresses and subnets and maps them to corresponding building locations.

If an Avaya IP phone is moved and registration has occurred, an alternate telephone number (ELIN) previously defined and assigned to the new wiring location will be automatically sent when 9-1-1 is dialed. If users require location granularity beyond IP subnet mapping, location information servers (LIS) are available from Conveyant Systems, Inc., one of Avaya's DevConnect Select Product Partners, as well as other DevConnect technology partners.

The Avaya IP Soft phone can be designated to provide E9-1-1 calling options so that the user is prompted at registration for a number to be sent in the event that 9-1-1 is dialed.

For Media Gateways in remote or satellite offices, Avaya also makes it possible for 9-1-1 calls to be routed locally over CAMA, ISDN, or Central Office trunks. 9-1-1 calls may be routed to a central site as either the primary or secondary route choice to provide disaster recovery alternatives and consolidation of network resources when locations are within the same public service routing area.

E9-1-1 Service for WLAN Handsets and Wi-Fi Enabled Mobile Devices

Traditional E9-1-1 tracking systems can be ineffective for WLAN handsets and Wi-Fi enabled mobile devices since a user can call from anywhere. A number of solutions have tried to solve this problem with limited success. Most have been undermined by a presumption that a network's wiring structure doesn't change. While they allow for instantaneous identification of a call's origin, the entire network database must be updated the moment a single cable is moved or changed for the system to continue functioning.

To address this issue, Avaya supports full E9-1-1 VoWLAN integration with the Avaya WLAN 8100 Series. The Avaya WLAN 8100 Controller interfaces with Avaya Aura® or Avaya Communication Server 1000 to precisely identify the location of an emergency call. This is made possible by allowing the mobile handset or client application to communicate with the nearest Avaya WLAN Access Point (AP) to establish an emergency response location (ERL). In the event of an E9-1-1 call, the ERL is relayed to emergency dispatchers. ERLs are mapped to APs, thus covering the entire wireless network area. Because they are rarely moved, mapping devices to access points is an efficient and reliable way to establish their location and is resistant to disruption by future technological changes.

Section 8: Enterprise E9-1-1's Future - Next Generation 9-1-1

As the 9-1-1 system evolves to Next Generation 9-1-1 (NG9-1-1), Emergency Services IP Networks (ESInets) will become more prevalent in the U.S., as well as around the world. At a point in time in the future, the capabilities of today's modern enterprise PBX/MLTS will need to be enhanced to maximize an enterprise's benefits enabled by NG9-1-1. In a NG9-1-1 environment, enterprises will no longer be limited to traditional voice communications. NG9-1-1 opens the door to include handling multimedia communications including text, photos, IMs, chats, video, data and more. Supported by intelligent networks in the enterprise, situational awareness can be greatly enhanced by providing video surveillance feeds, device location information, environmental data, or any other conceivable data to public safety dispatchers. This is accomplished through multimedia Session Initiation Protocol (SIP) sessions designed to provide a more collaborative and information sharing environment between the people who need help and the people that can help. No longer will we have to rely on a telephone number aligning with a physical location. Devices will be location aware, and be able to provide a multitude of data points that can be used for both routing and escalation. Public safety call takers could now have at their fingertips video feeds captured during a holdup at a bank, IP enabled temperature sensor information in the event of a fire, or access relevant hazardous material safety data sheets for a warehouse that emergency responders are about to enter. The National Security Telecommunications Advisory Council is planning the Nationwide Public Safety Broadband Network that will provide broadband

connectivity to first responders in the field. Information from private networks, such as an enterprise, is poised to provide an incredible source of data that will ultimately improve response and ultimately save lives.

Section 9: Conclusion

Ensuring the safety and security of its employees is a critical responsibility of any enterprise. Maintaining the effectiveness of the 9-1-1 system is part of this responsibility.

The promise of the 9-1-1 system has always been that dialing three simple digits will bring people the help they need. It is the job of the enterprise to deliver on this promise.

Supporting the 9-1-1 system requires an understanding of the technological issues and a commitment of time and resources. The growing number of jurisdictions that have passed laws concerning E9-1-1 underscores the importance of this as a public safety issue — and the potential liability for enterprises that do not take the appropriate steps.

Avaya and its partners are ready to help with solutions, services, and expertise focused to ensure that the 9-1-1 system continues to be one that everyone can count on.

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.



The Power of We™

Avaya Scopia® Video Conferencing Solutions for Education

A powerful learning tool, Avaya Scopia® video conferencing solutions enable you to leverage your instructional expertise and engage students in a variety of video-enhanced learning experiences. Simple and easy to use, Avaya video conferencing is based on open technologies that enable effortless deployment in and among schools and across campuses.

With the Avaya video-enabled learning solution you can:

- Expand virtual or blended learning opportunities by enabling students and faculty to join or stream video conferences from their personal mobile devices or desktop computers by downloading a free app
- Enhance distant education and speed inter-faculty collaboration by creating a multi-point video conference on the fly
- Help students solidify their understanding of content presented during a live video session by reviewing previously presented content without interrupting the instructor

Underpinned by the Avaya Scopia® portfolio, the Avaya video-enabled learning solution helps transform student learning and engagement, unleashing new educational opportunities for your school or institution.

Reach New Heights with Avaya Scopia Video Conferencing for Education

Ideal for schools and institutions of higher learning, Avaya Scopia video conferencing is easy to use, enhances learning and is cost-effective. Simplifying implementation of video initiatives for distance learning, virtual or blended learning, flipped classrooms, virtual field trips, faculty collaboration and meetings, this solution portfolio leverages your existing video investments by:

Avaya video technology can drive the expansion of educational opportunities, enhance student engagement, and enrich the student experience. Learning can be conducted virtually anywhere, bringing education and development within everyone's reach.



Avaya Scopia Video Applications in Education by Pedagogical Purpose

Instructional Activities

- Live Distance Instruction
- Face-to-Face Instruction
- External Content Access
- Expert Lectures
- Virtual Field Trips
- Office Hours

Real-time and On-Demand Activities

- Collaborative Learning
- Learner-to-Learner
- Student Research
- Research Collaboration

Administrative Activities

- Project and Staff Meetings
- Professional Development
- Emergency response
- Business continuity maintained during closures, inclement weather
- Recruiting

- Extending video services to personal video-enabled devices like smartphones and tablets, even across unreliable networks
- Reducing the burden on IT organizations and lowering training costs through its friendly interface
- Optimizing video quality automatically over both controlled and uncontrolled network connections
- Delivering high-quality data (instructional content, for example) by giving it the same priority as person-to-person video

Protect Your Video Investments

Avaya Scopia solutions deliver standards-based video technology that makes it easy to connect to existing video endpoints and personal video devices, such as tablets, smartphones and laptops regardless of vendor. Bridging islands of proprietary video technology, our learning solution enables collaboration within your institution and with other schools or institutions.

Quality, Ease-of-Use, Security

Unlike solutions that deliver frozen or choppy video when network conditions deteriorate, the Avaya Scopia solution adjusts for image quality automatically. Applying the highest quality transmission to human and data channels, our solution does not drop to lower-quality transmissions, drop frames, or drop data — such as instructional content — which is a high priority in any learning situation.

Quality, ease-of-use, and security are critical to the success of educational opportunity roll outs. Easy to start, run, use and engage with, our solution delivers a satisfying experience to students, instructors, and subject matter experts. Whether a user joins from a distant site, satellite campus, home, or even a foreign country, they can do so by clicking a link on any video-enabled device. And, in keeping with privacy obligations within education, the Avaya Scopia solution keeps video sessions private with Advanced Encryption Standard (AES) encryption.

Avaya Scopia Portfolio

The Avaya Scopia video portfolio provides a comprehensive and powerful visual learning and communications solution that meets the demanding needs of schools and institutions of higher education. Our standards-based video conferencing portfolio includes:

- Network video infrastructure solutions for multi-party conferencing, network connectivity, and firewall traversal
- Video conferencing endpoints for immersive telepresence, conference rooms, and desktop and personal video conferencing for BYOD initiatives
- Management software for virtual room enablement, device and bandwidth management, directory services, and utilization reports

Avaya Scopia® XT Video Conferencing

Avaya offers a complete range of advanced HD video conferencing room systems. Avaya Scopia XT systems incorporate the latest video communications technology including dual 1080p/60fps video channels, H.264 High Profile for bandwidth efficiency, H.264 Scalable Video Coding for error resiliency, and Apple iPad device control.

These video conferencing technologies are based on years of experience in designing IP-based conferencing solutions from the ground up. They include the powerful combination of hardware-based servers (to support media processing for telepresence) and room video conference systems along with the latest mobile and unified communications video applications.

Avaya Scopia Video Conferencing Infrastructure

Avaya Scopia Video Conferencing solutions are built on our industry-leading Avaya Scopia infrastructure, which delivers flexibility and cost effectiveness as school campuses adopt the latest HD and UC technologies. We deliver the scalability and seamless device support that institutions need to leverage and protect their current standards-based conferencing investments.

Comprehensive Portfolio for Education Spanning Classrooms, Desktop, Mobile and Home Schoolers



The Avaya Scopia platform is a powerful combination of hardware and software that supports media processing for advanced room system devices and delivers high scalability and distributed processing for desktops and mobile deployments.

Avaya Scopia Desktop and Mobile Applications

Avaya removes the barrier of distance, making you more effective whether you're delivering instruction or collaborating with colleagues from your desktop, conference room, or mobile device.

Avaya Scopia® Desktop extends a room system deployment to remote and desktop users. We create personal conference rooms without walls where users can participate in voice and video communication and

content sharing. Connect to this virtual classroom or conference room from anywhere and invite other users or room systems. The simple Web browser plug-in is centrally managed, distributed and deployed without complex licensing fees or installation issues. Avaya Scopia® Mobile provides applications for video conferencing, conference control, and management for smartphones and tablets that support Apple iOS and/or Google Android when connected over mobile broadband or Wi-Fi.

Learn More

To learn more about Avaya Solutions for Education, including video collaboration, contact your Avaya Account Manager or Avaya Authorized Partner or visit us at www.avaya.com/education

Avaya Scopia Video Benefits to Education

Instructional Activities

- Support expanded virtual and blended learning opportunities
- Increase use of existing teachers and faculty to reach more students
- Engage learners more deeply with remote content and visual learning
- Support local learners with easier access to content and experts
- Lower costs

Real-time and On-Demand Activities

- Enhance academic and research collaboration
- Leverage greater mobility for teachers, faculty, instructors and students

- Meet without travel
- Collaborate with peers anywhere
- Offer engaging parent/teacher conferences
- Lower costs

Administrative Activities

- Improve productivity across geographically dispersed teams
- Provide greater mobility for administrators and staff
- Conduct effective meetings without travel
- Enjoy greater convenience in delivering professional development
- Enhance business continuity planning and response

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.



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02/14 • UC7197-02

Education Solutions With MiVoice Office

Effective communication is at the heart of every successful school. MiVoice Office enables schools to harness new communication technology to deliver new ways of pupil learning, whilst enhancing the essential collaboration between students, parents and the school.

MiVoice Office

- Perfect for schools
- Simple to use
- Active parental engagement



Benefitting Schools In Many Ways

For technology to be of benefit to schools it must be integrated and easy to use. MiVoice Office delivers innovation and a communication solution that offers teaching professionals simplicity and seamless access to information.

MiVoice Office ensures your school, regardless of its size, is more flexible and responsive. Call routing allows incoming calls to be directed to the appropriate staff member on the first call. Schools can also pre-programme how calls are dealt with during high call volume periods to free up reception staff, for example before school starts when parents ring in to report student absence.

MiVoice Office through the inclusion of a complete suite of

out of the box productivity applications, ensures your teaching professionals and office based team will instantly start to benefit.

MiVoice Office Enables Schools To Lower Costs and Enhances Teacher Parent Interaction

- Free up your staff time through better call handling: Deliver flexible call routing & improve response times for incoming calls
- Active parental engagement: Foster supportive parent-teacher communications through the use of collaboration and conference tools.
- Easier communication for teachers and staff: Ensure teachers and staff have access to their individual voice-mails within classrooms and throughout the school. Enabling teachers to be more responsive and connected with staff and parents.
- Twin your desk phone to a mobile phone: No longer will members of the Senior Leadership Team miss a call. Twin their desk phone and mobile to ring simultaneously through a single contact number.
- Simplified administration: A single administrator can manage, maintain and update the MiVoice Office through an embedded Administration & Diagnostics system.

- Save money through a lower total cost of ownership: MiVoice Office provides your school with a complete suite of out of the box productivity enhancing applications as standard. Resulting in fewer servers to power, reduced space requirements, and reduced installation / maintenance charges.
- Mobility within the school grounds: Mitel believes that teachers who are moving around the school grounds or out on the game fields should have access to the same applications as their in classroom colleagues. Including; transfer, conference, auto-attendant and access to their voicemail.

Putting The Student and Parent First

As parents enjoy more choice and are exposed to increased levels of Ofsted reports, Schools are under pressure to offer outstanding teaching levels. Parents expect to be kept informed in terms of decisions that affect their child's education and receive tailored communication that accommodates their individual circumstances.

Simple, networking & call routing can make a significant positive contribution to the initial point of contact between the parent and the school. Additionally eliminate the need to pay to use a third party audio conference company for your pre-scheduled or ad-hoc teacher to multiple parent conferences through the embedded conference features within the MiVoice Office.

Standards-Based Architecture

MiVoice Office adheres to recognised industry standards, enabling schools to leverage its existing infrastructure and to provide a smooth to transition path to the network centric communication model.

Built upon a scalable digital IP platform that combines the best of IP telephony and traditional TDM switching architectures. It's designed to scale and protect your initial investment through add-on modules and processors – all in a form factor that works for shelf-top, rack mount and wall mount scenarios.

MiVoice Office schools a complete suite of out of the box productivity applications including: Unified Voice Messaging with Automated Attendant, Meet-Me Conferencing, Automatic Call Distribution, Hot-Desking, Mobile Hand Off, Teleworking and Reporting.

For more sophisticated requirements, including web and video collaboration for classroom link ups with partner schools around the world. MiVoice Office can be complemented with Mitel MiCollab.

Education solutions





Education communications the challenges

Meeting the needs of Primary and Secondary Schools

Mitel®'s advanced IP-based Integrated Communications Platforms (ICPs) supports the delivery of voice, video and data over a single high-speed network enabling schools to build a 21st century IT infrastructure that facilitates the adoption of advanced features, functions and applications. The benefits are numerous and include reduced Total Cost of Ownership (TCO), maximized Return on Investment (ROI), enhanced school safety, improved parental involvement, more empowered staff, and better student outcomes.

1

Challenge

You're looking for advanced communications technologies that will benefit students, staff and parents.

Solution

Mitel provides schools with IP infrastructure, advanced telephony features and functions, seamless application integration, and end-to-end solutions that improve communications, maximize operating efficiencies, enhance school safety, empower parents, teachers and principals, and help improve student outcomes.

2

Challenge

As a school administrator you want to know how IP can increase administrative efficiencies and service levels while keeping a lid on costs.

Solution

Mitel IP Solutions enable budget-constrained schools to meet the communication and information needs of parents and staff while alleviating the need to invest more in people and programs.

3

Challenge

What role does your phone system play in keeping your schools safe for students and staff? How quickly can you accurately notify on-site and off-site emergency response staff of an event at a school?

Solution

Mitel's IP-based integrated communications platform provides access to advanced features, functions and applications that help schools monitor, mitigate and quickly respond to security threats and emergency situations anywhere on school grounds.

4

Challenge

As an educator you understand the correlation between parent involvement and student outcomes. Given this, how does your current voice network support your school's parent outreach strategy?

Solution

Mitel IP Solutions provide parents with increased access to school staff, services and information in a language and form (voice and / or data) that all parents can understand.

5

Challenge

Schools are seeking innovative ways to improve teacher quality and further empower teachers and principals with technology that is both relevant and easy to use.

Solution

Mitel's award-winning portfolio of IP phones and applications give instructional staff the power to communicate and collaborate simply and conveniently with students, parents, colleagues and administrators in the classroom, while mobile on campus and even from home.

6

Challenge

Student performance and achievement levels are under close scrutiny: How does IP technology help advance student outcomes?

Solution

Mitel's conferencing and collaboration tools help educators reach out to students with applications that support targeted distance learning, video infusion, peer and group collaboration, mentoring services, and more.



Powerful next-generation communications solutions

Welcome to IP Communications

Despite shrinking budgets, schools are under heightened pressure to improve overall communications, school safety, parental involvement and teacher quality, ultimately for the purpose of improving student outcomes. Mitel provides schools with advanced IP-based integrated communications platforms, the industry's widest portfolio of IP phones, and a broad range of complementary applications, including conferencing and collaboration, messaging, wireless, security monitoring, and mobility to help schools meet and exceed today's challenges.

Benefiting schools in many ways

With the rapid adoption of IP Communications, schools are faced with a myriad of choices for their next-generation communications needs. The Mitel solution focus is on providing schools with a smooth transition to IP, while embracing new infrastructure and user-level benefits.

Mitel IP Solutions enable schools to:

- **Build a strong network foundation:** leverage existing investment and save money while laying the foundation for future growth.
- **Increase administrative office efficiency:** automate and manage incoming / outgoing / inter-office calls and faxes, freeing up office lines and increasing office productivity.
- **Enhance school safety:** dramatically improve response times and outcomes during emergencies.
- **Increase parental involvement:** improve parent-teacher communications with multi-language access to student information and school services.
- **Empower teachers and principals:** give teachers and principals maximum mobility, transparency, access and multi-media tools that facilitate greater collaboration and innovative learning techniques.
- **Engage students:** facilitate classroom video infusion, targeted distance learning, tutoring, mentoring and more.

Enhancing the overall learning experience

Mitel Integrated Communications Platforms (ICPs) let schools leverage their existing data infrastructure to drive network costs down and cost-effectively deploy telephones in classrooms. Mitel's ICP technology also allows schools to lower network management costs by moving them to a single network environment. Lastly, IP Communications give schools the ability to share applications across the network thereby cost-effectively enabling features and functionality that previously were not available or affordable.

Mitel IP Communications saves money

Intelligent Evolution

Mitel IP Solutions let you integrate IP into your existing system when it is most appropriate for you (which alone can account for up to 70 percent capital expenditure savings over a "rip and replace" approach). You can also eliminate Centrex and inter-district long distance charges (calls and faxes) which yields substantial infrastructure cost-savings.

Go IP all the Way

With a single, centrally managed district-wide IP voice solution in place, you eliminate upkeep costs on aging and disparate equipment. An all-IP Solution also enables you to collapse your cabling infrastructure resulting in 35 percent to 45 percent capital cost savings in the case of a new construction.

Wireless? Not a Problem

Mitel wireless solutions integrate seamlessly with Mitel IP platforms to provide school staff with maximum mobility.

Simple, Centralized Network Management

Centralized Network Management enables simple configuration, control and management of your converged network environment thereby increasing staff productivity and minimizing repetitive tasks and automating standard processes.

<input type="radio"/>	Report Card
	<ul style="list-style-type: none">• IP Communications• Wireless• Centralized Network Management• Alarm Management
<input type="radio"/>	
<input type="radio"/>	
<input type="radio"/>	



Increasing administrative efficiencies and service levels through advanced telephony features, functions and applications

Integrated Messaging and Unified Messaging enables teachers and principals to be more productive and responsive to time sensitive inquiries. These applications also yield hard costs savings by reducing fax-related expenses and increasing administrative efficiencies and improving service levels.

Multi-Language School Auto Attendant improves administrative operating efficiencies and 24/7/365 accessibility. Multi-language capability ensures limited-English proficient callers can access critical school information and resources.

Conferencing and Collaboration enables school administrative staff to better manage communications with Presence and Availability Management, Rules-based Call Routing and Secure Chat. It also facilitates meetings between schools, saves money on travel and long distance expenditures, and minimizes downtime.

Mobility solutions enable cost-effective, feature-rich communication with mobile staff including campus security, IT support, teachers, principals and vice principals. "Hot desking" capabilities enable teachers to move from class to class, applying their extension and profile to the nearest landline or wireless phone.

○	Report Card
	• Multi-Language School Auto Attendant
	• Conferencing & Collaboration
	• Mobility Solutions
○	
○	
○	

Enhancing school safety

With Mitel IP Solutions, school administrators can proactively disseminate information to staff and parents during an emergency situation.

Enhanced 911 (E-911) with on-site notification and dispatch facilitates immediate response of on-site trained personnel to a 911 call in full compliance with E-911 legislation.

Classroom Phones enable two-way communication with staff and students during emergency situations. Telephony features such as Record-a-Call, Unified Messaging, Malicious Call Tag and Text Messaging to phones also play a critical role in providing a safe learning environment.

Paging enables instant placement of individual classroom, school-wide, groups of schools or district-wide pages and will page a device even when it is in use.

Emergency Meet-Me-Conference enables school safety officials to be automatically bridged into a conference call to obtain real-time information from school management during emergencies.

Wireless Phones enable school security agents to be alerted of an emergency while mobile on campus.

Auto Attendant Emergency Override alerts callers of real-time changes to school or district operating information e.g., school closures, health alerts.

<input type="radio"/>	Report Card
<input type="radio"/>	<ul style="list-style-type: none">• E-911 with On-site Notification and Dispatch• Classroom Phones• Wireless Phones• Auto Attendant Emergency Override
<input type="radio"/>	



Improving parental involvement

Multi-Language School Auto Attendant helps improve communications with limited-English proficient households.

Classroom Phones and Teacher Messaging Solutions

provide a convenient and non-disruptive way for parents to communicate with teachers. Telephony features including Calling Line ID, Ringer On/Off, Do Not Disturb, Advisory Message, Call Forwarding and Text Messaging ensure that phones do not disrupt classroom learning.

Conferencing and Collaboration gives parents the ability to participate in activities like PTA / PTO meetings and parent / teacher conferences from any location with a broadband connection simply, conveniently and cost-effectively.

<input type="radio"/>	Report Card
	• Multi-Language Auto Attendant
	• Classroom Phones
	• Teacher Messaging Solutions
<input type="radio"/>	• Conferencing & Collaboration
<input type="radio"/>	



Empowering teachers and principals

Mitel IP Solutions yield many benefits to teachers and principals. Classroom, common area and wireless phones ensure that teachers can be reached, no matter where they may be. Relevant and intuitive applications such as integrated and unified messaging enable teachers and principals to be more productive and responsive to time sensitive inquiries.

Conferencing and collaboration tools improve the way teachers interact with colleagues and parents and also the way they teach and are taught.

Classroom Phones break the isolation of the classroom and improve communications with parents and staff.

Voice Mail eliminates the need to rely on the school secretary for taking messages and monitoring mailslots for notes. The voice mail system can also be used to record homework assignments, event reminders, etc., that parents and students can access.

Unified Messaging is a highly efficient way for teachers to receive, store, sort and respond to messages. It also helps to accelerate the adoption of email by teachers who may not be email-savvy.

Common Area Phones with Multiple Line Keys Programmed for Voice Mail allow teachers to access and respond to voice mail – a complement or alternative to classroom phones.

Hot Desking facilitates teacher rotation between classrooms and also provides support for principals and vice-principals who work at multiple schools.

Paging allows teachers to receive and respond to pages directly from the telephone.

Record-a-Call enables users to record and forward calls as a voice mail or email attachment to school management for review and / or follow-up (can be used for security as well as training purposes).

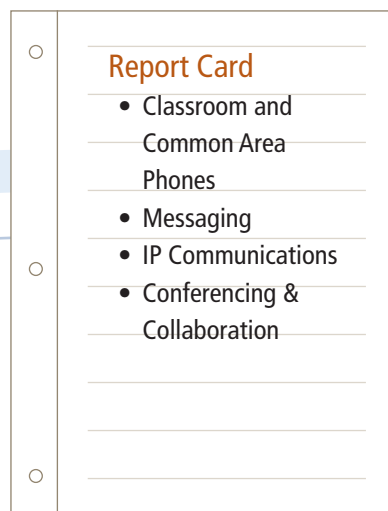
Conferencing and Collaboration enables virtual fieldtrips, classroom collaboration inside and / or outside the district, targeted distance learning, tutoring, mentoring, etc. It is also ideal for teacher training / professional development.

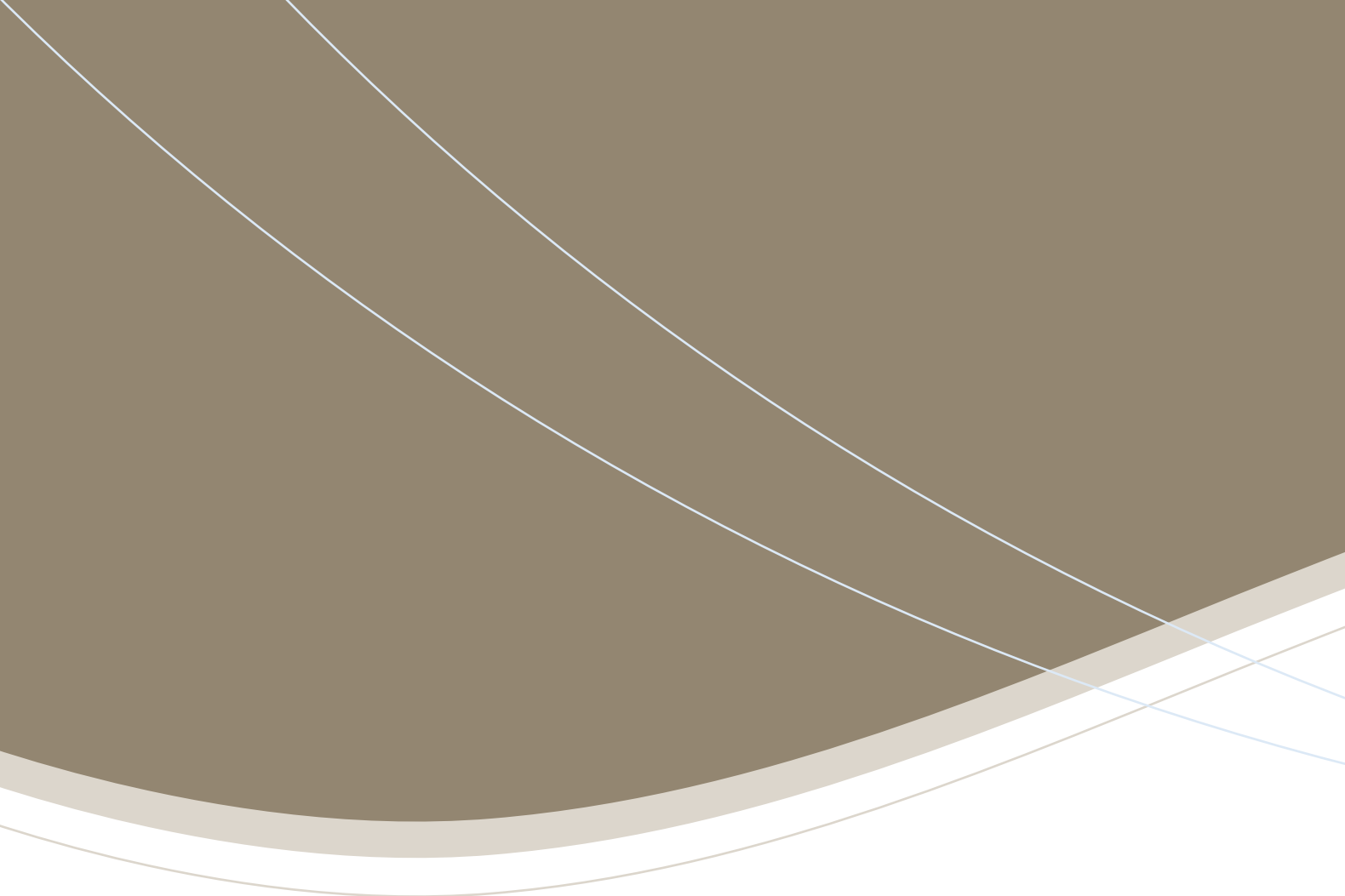
Integrated communications that are transforming schools and school districts

Mitel's integrated approach to communications is a powerful tool that is transforming the way school systems operate for the better!

Designed to protect existing investments

Mitel Education Solutions offer an intelligent migration path to IP adoption. To protect your present and future investment in technology, our intelligent evolution philosophy is designed to ensure that schools can evolve, update and migrate their communications solutions over time and at their own pace without disrupting or replacing the existing infrastructure. Flexible and expandable, Mitel Education Solutions are outstanding in their ability to integrate old and new, so you can future-proof and build your system based on your own migration path.





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Meeting the Communication Needs of a New Generation

College and University students have evolved in the way they communicate. They are permanently connected, using multiple media and devices at the same time to create and nurture complex social networks. As students have become more sophisticated so too have their expectations for personalization, integration, and immediacy.

Mitel® Education Solutions leverage both voice and data to enable real-time campus communications, provide value add residence hall communications, enhance campus safety and security, and exceed the expectations of the mobile student.

Mitel Education Solutions are designed to satisfy the needs of all types and sizes of campus environments. With unmatched reliability and scalability, Mitel's solutions enhance and improve customer service, reduce costs, and generate new revenue streams.

Our approach is unique. We see communications as an investment in a college / university's ongoing performance—not a one-time equipment acquisition. Our focus on understanding your needs means we provide tailored education specific and user-centric solutions, maximizing our customers' return on their investments.



Our Education Solutions portfolio includes communications platforms, network gateways, telephones, and unified communications software applications. Whether for a small campus or a large university setting with multiple remote sites, Mitel has the solutions, including hosted offerings and end-to-end managed services, to suit any campus network business model.

Our IP migration strategy enables educational institutions to maintain their existing infrastructure investment while taking advantage of the latest IP technologies. Leading the unified communications market with the latest in presence integration, we provide you with what you want—choice.

Mitel's Portfolio

IP Telephones – Our phones are designed with the individual user in mind, while providing essential business collaboration tools with presence integration. Available in multi-button configurations or with intuitive graphical interfaces, Mitel phones can be industry-tailored to suit both standard and specialty applications—including industry-specific terminals for attendants, contact center agents, and command-and control applications, as well as reliable, secure desktop devices for everyday office use.

Communications Systems – Reliable, flexible, and scalable, Mitel's MiVoice communications solutions offer market-leading choice, with best-of-breed options for the small college campus right up to the large University with multiple sites.

We have significant strength with our flexible solutions architecture that allows for distributed or centralized deployment models. All systems have the same software and functionality and can operate as IP desktop servers, application gateways, PSTN gateways and can be used in any customer design that requires resiliency. They are fully operational on the network and peer-to-peer communications extends all services to all devices regardless of location.

Our versatile architecture delivers reduced costs, fast operational responses, and efficient support services deployment.

Mitel in Higher Education

- Michigan Technological University
- Michigan State University
- University of Chicago
- University of Texas Medical Branch
- Bayamon Catholic University
- New York School of Law
- Union College
- Barnard College
- Johnson C. Smith University
- Southern University
- Indiana State University
- Mississippi State University
- Lawrence University
- Yale University
- Oregon State University
- Pfeiffer University
- Towson University
- UCLA
- Piedmont Bible College
- Covenant College
- Columbia College
- Santa Barbara City College
- Stephens College

Collaboration – Extend teamworking beyond traditional campus boundaries with efficient access to information and people, using leading-edge applications such as unified communication and audio, web & video conferencing. Mitel's MiCollab solutions offer relevant, presence enabled communications and collaboration capabilities to individuals inside and outside of the campus and institution, independent of physical location.

Contact Center – Reduce costs, intelligently service contacts across multiple channels, and let agents focus on high-value interactions while increasing customer satisfaction. Mitel's MiContact Center customer interaction solutions allow the effective and efficient management of contact centers for both small and large applications and are designed with student retention—and acquisition—in mind.

Messaging – From basic voice mail to advanced unified messaging, Mitel's messaging solutions help increase personal productivity, improve accessibility, and protect infrastructure investment through a choice in solution to address your messaging sizing & functionality needs, including embedded voice messaging, MiCollab and Mitel NuPoint Unified Messaging.

Mobility – Within a campus, mobility enables administrators, faculty and students to stay connected while on the move between areas, floors or buildings. Through the WAN, mobility makes it possible for faculty and staff to travel to external research institutions, events, or temporary work locations. At Mitel unified mobility provides ubiquitous access to campus services and value regardless of device or location and independent of network or access technology. Whichever device they use, mobile users will gain exceptional voice quality and will have access to presence and collaboration tools. In turn, the centralized architecture of the solution provides greater manageability, security and control.

Teleworking – This plug-and-work solution, using a full range of desktop or soft phones, allows Universities to offer faculty members and researchers-on-the-go with all the features and functionality of their office phone and full presence at work—wherever they are.

Mitel Strategic Partners

Mitel and our partners develop integrated and innovative solutions, leveraging technology from industry leaders, such as VMware®, Vidy® and Microsoft®. Mitel makes it a priority to build long-term relationships with other companies to create better solutions for our customers. Mitel's Solutions Alliance provides a selection of third-party software and hardware options that integrate seamlessly with Mitel's portfolio.

Doing Business with Mitel

With Mitel it's about the relationship. Mitel insists on delivering not only an exceptional communications solution tailored to each school, but the support and services that make an initial communications investment pay long-term returns.

Meeting the needs of Primary and Secondary Schools

Despite shrinking budgets, schools are under heightened pressure to improve overall communications, school safety, parental involvement and teacher quality, ultimately for the purpose of improving student outcomes. Mitel® Education Solutions supports the delivery of voice, video and data over a single high-speed network enabling schools to build a 21st century IT infrastructure that provides advanced IP-based integrated communications platforms, the industry's widest portfolio of IP phones, and a broad range of complementary applications, including conferencing and collaboration, messaging, wireless, security monitoring, and mobility to help schools meet and exceed today's challenges.

Leverage the Value of Investment in IP

Mitel Education Solutions portfolio enables schools to leverage their existing data infrastructure to drive network costs down and cost-effectively deploy telephones in classrooms. Mitel's solution architecture also enables you to lower your network management costs by moving communications to a single network environment and provides the ability to share applications across the entire network thereby cost-effectively enabling features and functionality that previously might have not been available or affordable.



Powering connections

Mitel Education Solutions enable you to integrate IP-based communications and collaboration solutions into your existing system when it is most appropriate for you (which alone can account for up to 70 percent capital expenditure savings over a “rip and replace” approach). You can also eliminate Centrex and inter-district long distance charges (calls and faxes) which yields substantial infrastructure cost-savings. With a single, centrally managed district-wide IP voice solution in place, you eliminate upkeep costs on aging and disparate equipment. Furthermore an IP-based communications solution also enables you to collapse your cabling infrastructure, resulting in 35 percent to 45 percent capital cost savings in the case of a new construction.

Increasing Administrative Efficiencies and Service Levels Through Advanced Telephony and Applications

Integrated Messaging enables teachers and principals to be more productive and responsive to time sensitive inquiries. Multi-Language School Auto Attendant improves administrative operating efficiencies and 24/7/365 accessibility. Multi-language capability ensures limited-English proficient callers can access critical school information and resources.

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MITEL IN K-12

- Chicago Public Schools
- New York Department of Education
- Buffalo School District
- Rochester City School District
- Rockdale County schools
- Laurens School District
- Redmond School District
- Rowan County Schools
- Russell, Tyler and Ruthton School Board
- Santa Monica / Malibu School District
- Matanuska School District
- Alpine School District
- Lake Crystal Schools
- Monroe County School District
- Del Paso Schools
- Omaha Public Schools
- West Islip Schools
- Vigo County Schools
- Hawthorne SD
- Chapin Schools
- Carpentersville School District
- Alpine Schools
- Downey Unified School District
- St Micheal / Albertville Schools
- David Turnham and Christney Elementary Schools
- Aberdine Schools
- Marlboro School District
- Goshen Schools
- Derry Township Schools
- Greenville ISD

Enhancing School Safety

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Improving Parental Involvement

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Classroom phones also help break the isolation of the classroom and improve communications with parents and school staff.

Conferencing and collaboration tools improve the way teachers interact with colleagues and parents and also the way they teach and are taught. These applications also enable virtual field trips, classroom collaboration inside and / or outside the district, targeted distance learning, tutoring, mentoring, etc. It is also ideal for teacher training / professional development.

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Integrated communications that are transforming schools and school districts. Mitel's integrated approach to communications is a powerful tool that is transforming the way school systems operate for the better!

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Mitel Software Assurance and Support

Protect and Enhance the Long Term Value of Your Mitel Solution

Key Features

- Stay Current: keep up-to-date on Mitel's software releases and take advantage of new functionality and expanded interoperability
- Reduce Risk: address system issues through software updates and support from Mitel's highly skilled technical resources through your Mitel authorized partner
- Be Proactive: Mitel's Fault and Performance Management application, enables early identification and resolution of critical and major issues

Key Services

- Mitel Technical Support
- Bug Fixes
- Entitlement to Software Releases
- Entitlement to Fault and Performance Management Application



Every day, Unified Communications and Collaboration (UCC) and Contact Center solutions help businesses run more efficiently. At the same time, technologies are evolving to add even more value and integrate more tightly with the business. By making sure these solutions continue to work as intended, organizations protect both their investments and client relationships. By keeping these solutions current, organizations can take advantage of the latest feature capabilities to enhance communications and business processes to better serve clients.

As the foundation and to complement Partner and Mitel customer care, Mitel offers Software Assurance and Support (Software Assurance) services. These services

isolate, replicate and resolve complex technical issues that may come up in operations, engage product development for bug fixes when needed, and provide access to software releases to stay current. Only the vendor can provide these essential services.

Mitel Software Assurance is available for MiVoice, MiCollab, and MiContact Center software platforms and applications and associated hardware/ firmware, such as Mitel telephones and controllers. Subscriptions are available with Standard 8x5 or Premium 24x7 coverage.

Mitel Technical Support

When you have critical or major issues that can't be solved, Mitel technical support experts will join forces with your care provider to drive issues to resolution. These experts apply deep technical knowledge to collect system data, replicate and isolate faults in a lab environment, validate configuration changes, point out third party product integration challenges, or engage Mitel product development when needed. The Mitel Support Team consistently delivers excellence in service through best practices based on the ITIL Framework, with regional accreditation to ISO20000 and ISO27001. Authorized visitors have access to the Mitel Knowledge Base managed by this same team.

Bug Fixes

When product defects are suspected, Mitel product development is engaged to isolate the fault at the design/code level and either recommend a configuration modification or build a bug fix (patch) that will be applied to your unique system configuration.

Entitlement to Software Releases

Gain access to major and minor software releases so that you can upgrade your solution as new features are developed and to complement other Software Assurance services. For proactive customers, staying current ensures they can maximize their business value by using the latest features, integrate more closely with their applications and business processes, and reduce security vulnerabilities.

Entitlement to Fault and Performance Management Application

When you need critical and major technical issues to be resolved as quickly as possible, Mitel's Fault & Performance Management application enables your Customer Care provider to be proactive in identifying and resolving these issues. The Premium Software Assurance offer includes a license entitlement to a Fault and Performance license that can be easily enabled for your environment, be connected to your Care provider's service team, and will raise alarms should a service affecting event happen. It will generate monthly performance reports for you and provide you with a

real time portal to view your system performance. It operates via a secure connection, which also provides remote access capability to connect to administration utilities on your Mitel systems.

Coverage Options

Mitel Software Assurance subscriptions are offered via Mitel authorized Partners and as part of Mitel customer care support services. The Standard offer covers normal business hours (8 hours x 5 days per week) while the Premium offer expands Standard to continuous coverage (24 hours x 7 days per week). The Premium offer also includes a license entitlement for Mitel's Fault and Performance Management application.

Standard 8x5 Software Assurance is initially included with the purchase of new Mitel software products for a period of 90 days, aligned with the warranty terms of the software. For customers needing coverage during normal 8x5 business hours, they can subscribe to Standard Software Assurance before their Mitel Warranty or current contract expires.

For customers needing continuous 24x7 coverage, they should subscribe to Premium Software Assurance as part of their solution purchase.

Flexible Purchase Options

SUBSCRIPTION TERMS

One to five year subscriptions can be purchased. Subscription dates can be aligned to your business needs – for example, with your budget cycles or your provider support agreements.

POINT OF SALE

A Software Assurance subscription can be purchased along with your new Mitel product solution.

RENEWALS

The option to extend Software Assurance at any point prior to the expiration date.

RE-ENLISTMENT

If coverage has expired, there is the option to re-enlist in the program at any time to reinstate coverage and take advantage of new product features and releases. Re-enlist fees may apply.



MITEL

Solutions for Government

Mitel – who we are ...

An established player in the public sector, Mitel® is a leader in helping governments migrate to the world of IP communications and meet the modern demands of public service delivery. Mitel's IP platforms are designed to act as both pure IP-based communications systems and as gateways that inter-operate with an organization's existing voice infrastructure and legacy devices regardless of manufacturer.



GOVERNMENT NEEDS

- Improve citizen interactions and public service delivery
- Satisfy citizen queries at first point of contact
- Enhance information management and collaboration
- Improve efficiency, accessibility and productivity of government workers
- Save taxpayer dollars

MITEL GOVERNMENT SOLUTIONS

- Flexible IP-based communications designed to control costs
- Modular contact center suite to add on features when required
- Teleworking tools to support standard and emergency operations
- Messaging solutions to centralize and unify communications

Challenges facing government

Government organizations are the primary providers of public services and must deliver these services across multiple disciplines. The goal is simple – make processes more effective, efficient and adaptable to better deliver citizen-centric services and reduce cost to taxpayers. Yet achieving this goal can present a major challenge.

- Government departments often act as discrete business units, using disparate systems.
- Communications and information access for both citizens and employees are often complex and disjointed leading to frustration.
- Callers are often required to dial several numbers before reaching the department or person they are seeking
- Staff may need to step through many processes before addressing the caller's query.

The Mitel solution

Since the telephone remains a primary method for contacting government organizations, effective telephone communications remains central to any plan to improve and transform citizen access to public services.

- Contact center solutions offer governments an effective means to connect citizens to the right person in the right department for convenient access to services and information.
- With Mitel® IP-based communications, calls are moved to the network to centralize contact and enhance responsiveness.
- For additional cost savings, all sites can be connected by running IP phones remotely from the main phone system over the network to any branch office or distant site connected to the network.
- Operations can be set up anywhere – virtual contact centers supported with teleworking tools can be created to support flexible work alternatives or put into action as mobile command posts when responding to an emergency.
- Speech-enabled Attendant encourages a single-numbering system and reduces switchboard call traffic



it's about **YOU**

Feature for feature, Mitel is setting the standard for government communications

Requirement	Features	Benefits
Enhance citizen interactions and quality of public service delivery	Automated Call Distribution	Faster call resolution of citizen queries.
	Intelligent Queuing	Calls routed to most relevant department / personnel
	Presence and availability tools to improve back office and contact center interaction	Increase communication flow to reduce likelihood of dropped calls in back office and generate greater efficiencies
	Customized integration into CRM packages / back-office integration	Improved ability to achieve first call resolution
	Teleworker tools	Support call center activities with remote-based staff
	Centralized management of citizen queries (phone, email)	Manage all citizen contacts in the same consistent manner across multiple media
Save money	Real-time reporting, agent forecasting tools	Analyze performance to meet service levels, easily share reports with stakeholders, identify spikes in activity to better allocate resources
	Provide an IP gateway to legacy PBXs	Migrate to IP as business drivers and budgets allow
	One network for voice and data	Protect existing and future investments
	Speech recognition to automate internal call transfers	Removes costs and management associated with traditional moves, adds and changes
	Simple PC to PC video-conferencing	Reduce need for switchboard to answer internal calls and to direct calls from the public
Improve staff productivity, accessibility and efficiencies	Teleworking tools	Remove the need to book with IT, reduces traditional video overhead
	Messaging, speech recognition, teleworking, secure instant messaging and PC to PC video-conferencing	Reduce facilities and overhead expenses
		Eliminate the effects of time and distance on information access and decision-making to achieve a uniform working environment

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GD 11899

MITEL MiVOICE BUSINESS

GAIN AN EDGE

Intent on maintaining a competitive edge and gaining success in today's dynamic markets? Seize the advantage—maximize ROI by enhancing your business communication, collaboration, and customer responsiveness. Mitel®'s MiVoice Business unified communications platform delivers a highly flexible, feature-rich IP telephony system that is scalable and simple to manage. It's designed to meet the needs of businesses from 5 to 65,000 users, whether they have a single site or multi-site networks that span the globe.

KEY BENEFITS

- **Single, Cloud-Ready Software Stream**
- **An In-Office Experience Anywhere**
- **Rich Unified Communications Experience**
- **Freedom from a Walled Garden**
- **Architecture**
- **Business Continuity**

SINGLE, CLOUD-READY SOFTWARE STREAM

MiVoice Business (formerly Mitel Communications Director) is a single, cloud-ready software stream that supports a range of deployment models: distributed, centralized, private and public cloud, or hybrid. MiVoice Business can be deployed on the hardware that best fits a customer's IT strategy Mitel 3300 Controllers, or virtualized or non-virtualized industry standard servers. As your organization evolves from one deployment model to another (e.g., from distributed 3300 Controllers to centralized or even to a virtualized deployment in a private cloud), software licenses are portable from one deployment model to another — delivering a strong and future-proof total cost of ownership (TCO).

RICH UNIFIED COMMUNICATIONS EXPERIENCE

Mitel helps businesses respond to real-world business challenges with unified communications solutions that drive productivity, improve performance, and reduce costs. MiVoice Business is the foundation that delivers the seamless integration of voice, email, unified messaging, mobility, presence, conferencing, contact center applications, and more — enabling faster, more effective communication.

Mitel enables businesses to offer functionality tailored to the needs of specific job roles and individual preferences based on varying needs for external communication, the need to collaborate with others, degree of mobility, and other role-based drivers.

AN IN-OFFICE EXPERIENCE ANYWHERE

With MiVoice Business mobility is a core element — instead of an add-on piece. With MiVoice Business your business can benefit from native mobility support for capabilities, such as desk phone twinning, active call hand-off between a desk phone and mobile device, single number identity, hot desking, and integration with BlackBerry's® Mobile Voice System (MVS). With MiVoice Business employees are provide with the freedom to communicate from wherever their business takes them, without the burden of escalating mobility costs.



FREEDOM FROM WALLED GARDEN ARCHITECTURES

MiVoice Business is based on an open, fully modular architecture that makes it agnostic when it comes to data infrastructure and UC components from other vendors allowing MiVoice Business to be deployed on industry standard hardware. Mitel provides integration with most of the industry's most widely deployed back office applications, including email, presence and instant messaging (IM) engines, and customer relationship management (CRM) solutions.

BUSINESS CONTINUITY

MiVoice Business's distributed architecture offers business continuity via resiliency and reliability options in the event of a network outage or hardware failure. In addition to the 3300 Controller redundant hardware option, MiVoice Business can be run on certified Stratus® servers, which deliver both processor redundancy and RAID-protected hard drives, dual hot-swappable power supplies and fans, and redundant network connections.

MiVoice Business can be deployed in vSphere virtual environments as well, further enabling you to take advantage of the business continuity services available through VMware®— offering the ability to perform an automatic restart of virtual machines on alternate servers when a server failure happens.

In addition to enabling pre-planned disaster recovery management policies for when a primary data center or server cluster is put out of service, virtual cluster can also be recreated on a backup data center.

KEY FEATURES

- **Mobility**
 - **Unified Messaging**
 - **Contact Center**
 - **Simple, Powerful Web Based Management**
 - **Full Range of Mitel IP Desktop Portfolio and Accessories**
 - **Deployment Flexibility**
-

MOBILITY

With MiVoice Business, employees have the same "in-office" communications experience from anywhere with a single identity, phone number, voice mailbox, and extension. MiVoice Business's embedded mobility solutions, such as basic Twinning, Dynamic Extension, and Hot Desking, and integration with BlackBerry Mobile Voice System (MVS), deliver employees greater freedom to communicate from wherever their business takes them, without the burden of escalating mobility costs.

DYNAMIC EXTENSION

MiVoice Business's embedded Dynamic Extension solution provides users with the ultimate in cost-effective, "no compromise" mobility by letting employees select up to eight devices (regardless of device type) to act as their business phone, so all of their phone numbers collapse into one, giving them a single identity through their business extension.

HOT DESKING

Ensure employees continue to be accessible and productive no matter which business location they are working from. Hot Desking allows employees to log into any Mitel MiVoice IP Phone, located at any of your offices, or even at home, so they can access personal preferences and have their calls routed to the device they are logged in to. In fact, with External Hot Desking employees can even log into external communications devices, such as their home phone, in order to take calls just like they would if they were using a Mitel handset.

MITEL MOBILITY FOR BLACKBERRY MOBILE VOICE SYSTEM

With the combination of MiVoice Business and BlackBerry MVS, BlackBerry smartphones become extensions of the company's PBX, providing a single interface to all employees' business communications needs and securely maintaining a single identity for both inbound and outbound dialing. Customers always know where employees can be reached and the company can present them with a single corporate identity throughout the calling experience.

UNIFIED MESSAGING

Employees have anywhere, anytime access to messages with an integrated, fully-featured voice mail system, unified messaging, and an automated attendant.

CONTACT CENTER

Help ensure the delivery of excellent customer service that nurtures relationships with MiVoice Business's fully integrated contact center solution. Embedded agent and supervisor tools drive productivity in your contact center to ensure operational efficiency.

SIMPLE, POWERFUL, WEB-BASED MANAGEMENT

MiVoice Business in conjunction with the Mitel MiVoice Enterprise Manager deliver a broad range of administration functions and capabilities all within a simplified web-based management architecture that reduces the time and resources required to perform tasks and administer changes. An administrator can administer a multi-platform MiVoice Business solution from their web browser as if it was a single platform solution. System changes are automatically synchronized across the solution, and management control and tasks can be delegated across the organization, rather than relying on a centralized point.

SIMPLE END USER PROVISIONING

Administrators can quickly provision new employees with pre-formatted departmental and role-based templates. Employee information is automatically shared across all the other MiVoice Business solutions in the network to ensure that any employee on any system can immediately contact the newly added employees. Integration with Microsoft® Active Directory® means you can configure a user once in Active Directory, and the user will automatically be assigned a role template and configured within MiVoice Business – saving your business considerable time, and simplifying large deployments.

FULL RANGE OF MITEL MIVOICE IP DESKTOP PORTFOLIO

MiVoice Business supports a full range of MiVoice IP Desktop devices and accessories. From affordable entry-level phones to products that deliver advanced applications to the desktop, Mitel offers a broad range of analog, digital, and IP phones; consoles; softphones; conference units; and peripherals. Building on a legacy of success at the desktop, Mitel phones combine the ergonomics, feature-richness, and voice quality users expect.

DEPLOYMENT FLEXIBILITY

Mitel's innovative MiVoice Business call control software allows you to operate your communications system with flexibility, ease, and reliability on your choice of platform:

- The family of Mitel 3300 Controllers
- Industry standard servers from Oracle®, HP®, IBM®, and Dell®
- VMware® vSphere™ 5.0 virtualization platform, for businesses that want to manage communications like any other application in their data center
- Multi-Instance deployment for high-density call control required by large businesses and service providers

This choice supports a range of deployment models (distributed, centralized, private and public cloud) and is future proof – as your IT strategy shifts, so too can your communications strategy.

STANDARDS-BASED ARCHITECTURE

MiVoice Business adheres to industry standards, enabling businesses to leverage existing business infrastructure and provide a smooth transition path to the network-centric communications model. MiVoice Business's core call control features and functionality are the same regardless of the hardware platform. MiVoice Business operates across virtually any LAN / WAN infrastructure, coupled with native support for legacy networking standards such as Q.SIG and DPNSS in addition to digital trunking protocols for PSTN access, offering businesses the ability to protect existing investments irrespective of legacy PBX, while delivering all the advantages of a converged infrastructure.

SIP PROTOCOL SUPPORT

In support of Mitel's support for open standards, MiVoice Business natively supports connection to both SIP lineside devices and SIP trunks. No extra hardware or software is required to support SIP users or trunks, greatly simplifying the solution administration when using the SIP Protocol. Mitel is at the forefront of SIP leadership with our SIP Center of Excellence, a dedicated lab providing pro-active interop testing and validation with market-leading third-party network devices, endpoints, and service provider configurations.

INTEGRATION WITH BUSINESS APPLICATIONS

In concert with the Mitel Open Integration Gateway (OIG), MiVoice Business seamlessly delivers call control capabilities in to your core business applications to drive workflow process efficiencies in your day to day operations.

TECHNICAL SPECIFICATIONS

LANGUAGES SUPPORTED

English, French, Spanish (Europe), Spanish (Latin America), Dutch, Italian, German, Portuguese (Europe), Portuguese (Brazil), Romanian, Russian, Swedish, Polish, Simplified Chinese.

ISS HARDWARE REQUIREMENTS

SPECIFICATIONS	
CPU	Dual CPU, Quad Core Intel Nehalem®, Intel 55xx (2.26 GHz minimum), or later revision with Hyperthreading enabled
Hard Drive	146 GB SATA x2 (292 GB), 146 GB usable
RAM	6 GB
NIC	Integrated Dual 10/100/1000 Mbps

SUPPORTED MITEL PLATFORMS

MIVOICE BUSINESS RELEASE 6.0	
Mitel Standard Linux ¹ (MSL)	MSL 9.3
Mitel StreamLine	Release 1.0
Mitel Open Integration Gateway	Release 1.0

SUPPORTED MITEL APPLICATIONS

MIVOICE BUSINESS RELEASE 6.0	
Mitel MiCollab (formerly Mitel Applications Suite)	Release 5.0
Mitel MiCollab Client (formerly Unified Communicator® Advanced)	Release 6.0
Mitel MiCollab: Unified Messaging (formerly NuPoint™ Unified Messaging on MAS)	Release 6.0
Mitel MiCollab: Speech Auto-Attendant	Release 6.0
Mitel MiCollab: Audio, Web, and Video Conferencing (formerly Mitel Collaboration Advanced)	Release 5.0
Mitel MiVoice Border Gateway	Release 8.0
Mitel NuPoint™ Unified Messaging	Release 6.0
Mitel Speech Auto-Attendant	Release 6.0
Mitel MiContact Center Enterprise / Business Edition (formerly Contact Center Solution Enterprise / Business Edition)	Release 6.0.2
Mitel MiContact Center IVR Routing (formerly Mitel Contact Center Solutions IVR)	Release 6.0.2
Mitel MiVoice Call Accounting (formerly Mitel Call Accounting)	Release 6.0.2

¹Linux® is the registered trademark of Linus Torvalds in the U.S. and other countries.

ABOUT MITEL

Our globally connected world has forced businesses to rethink how they communicate. Mobile lifestyles, a flood of technology, economic pressures and an “always on” mentality have created both opportunity and challenges for organizations of all sizes.

Mitel® (Nasdaq: MITL) simplifies complex communications and keeps businesses in step with the pace of change. Our innovations make it easier to connect and collaborate, while reducing costs and implementation headaches. We partner with market leaders like VMware® and Research in Motion® (RIM®) to make our solutions integrate seamlessly with theirs – increasing value to customers.

Mitel’s Freedom Architecture is transforming the industry, providing the flexibility and simplicity required for today’s dynamic work environment. Through a single cloud-ready software stream, Mitel delivers a powerful suite of advanced communications and collaboration capabilities that provides freedom from walled garden architectures, enables organizations to implement best-of-breed solutions, extends the “in-office” experience anywhere and on any device, and offers a choice of commercial options to fit business needs.

MITEL | SIMPLY COMMUNICATING®

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FOR MORE INFORMATION ON OUR WORLDWIDE OFFICE LOCATIONS, VISIT OUR WEBSITE AT MITEL.COM/OFFICES

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mitel.com



UCAAS

A SMART SOLUTION FOR YOUR CRITICAL BUSINESS NEEDS.

Unified Communications as a Service (UCaaS) is a robust, enterprise-class UC solution integrating voice, multi-media, unified messaging, presence management, mobility and other services onto a single platform in the cloud. UCaaS easily integrates with your existing tools for call centers, social media and more—great for businesses that have invested significant capital in applications such as CRM and contact center IVRs.

The need for employees to be reachable anytime, anywhere, while being able to prioritize their communications, has never been greater. Windstream's UCaaS provides a consistent interface and experience across multiple devices, allowing you to achieve a more connected, collaborative workforce.

One of the most important elements in developing a successful UC strategy is having a partner that can offer a full range of options and has the willingness to work with you to deliver a complete communications solution. With a unique approach to design and implementation, the experts at Windstream will partner with you to develop the right UC strategy for your business.

FEATURES

- Select UC functionality options from our pre-set, feature-rich portfolio or work with our engineers to design a completely customized solution to meet your unique needs.
- Host your UCaaS solutions in our secure, protected and environmentally controlled data centers, while leveraging our state-of-the-art, fully-redundant private IP network to ensure the highest quality of service.
- Benefit from platform options from market leaders like Avaya, Cisco, Mitel and ShoreTel.
- Choose from a wide array of subscription bundles that range from basic IPT features such as Auto Attendant, Hunt/Ring Groups and Conference Calling to bundles with more advanced UC functionality such as Voicemail to Email, Dynamic Extension (Twinning), Softphone, Mobility, Presence Management or Audio and Web Conferencing.
- Leverage a single interface for an elevated level of application integration and customization.
- Get a clear migration path for your technology refresh.
- Enjoy unmatched performance and availability with 99.999% SLAs in the cloud environment.

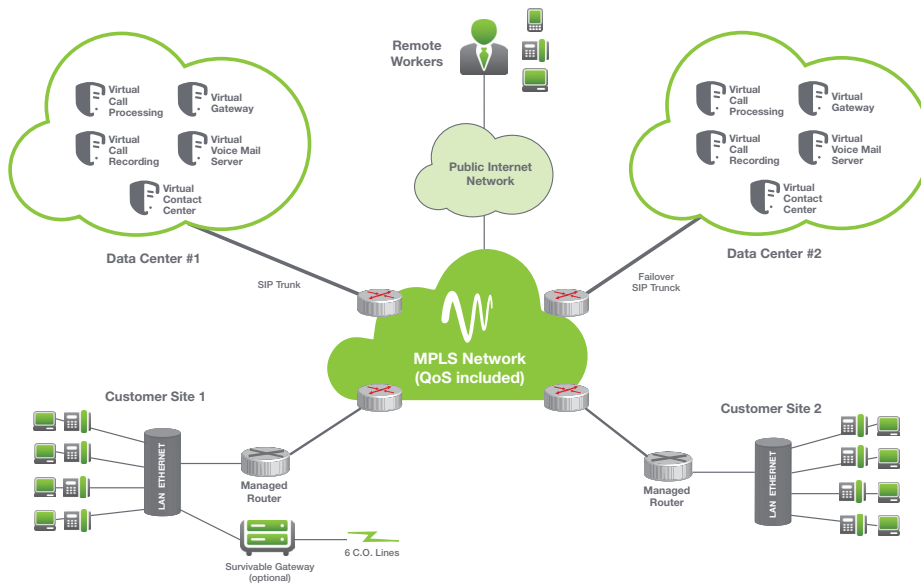


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SERVICE IS OUR
COMMITMENT
TO YOU.

CONTACT
YOUR TRUSTED
ADVISOR TODAY.

BENEFITS

- Improve consolidation plans and speed to market, as well as enhance business continuity and security.
- Address critical business drivers—control capital expenditures, increase productivity and reduce operational expenses.
- Focus on your core business initiatives while Windstream does the heavy lifting by hosting and managing your communications platform.
- Create user experiences that directly translate to improved productivity and more efficient business workflows.
- Replace capital investments with cost-effective OPEX solutions.

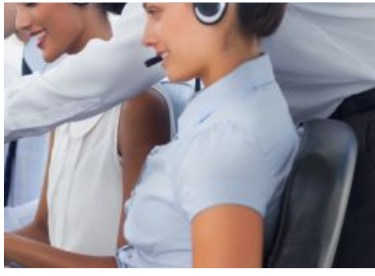


To learn more about how your business can benefit from UCaaS, contact your Windstream Representative.

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Unified Communications as a Service:
The Quality of Service Imperative



F R O S T  S U L L I V A N

A Frost & Sullivan Technical Brief

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INTRODUCTION

Delivering Enterprise Communications in the Cloud Era

Enterprise communications platforms have undergone a fundamental shift, migrating from traditional, on-premises, TDM-based PBX to highly agile, IP-based unified communications and collaboration platforms. This evolution has not only enhanced the means and efficiency of communications among employees, partners and, most importantly, customers, but has also enabled highly flexible and innovative deployment opportunities. Today, businesses can choose from a number of delivery models, from on-premises solutions deployed within a data center environment to fully hosted unified communications as a service (UCaaS) solutions implemented within public or private clouds.

Converging voice and data communications and collaboration applications on a shared IP-based network affords businesses a wealth of integration and cost-saving opportunities, but this level of convergence requires unique considerations. Specific attention must be paid to the quality of wide area network (WAN) links that connect remote locations to the business and all locations to the outside world. This technical brief outlines the benefits UCaaS can offer businesses and identifies key architecture considerations for deploying cloud-based enterprise communications that ensure the highest levels of service quality and reliability.

COMMUNICATIONS IN THE CLOUD

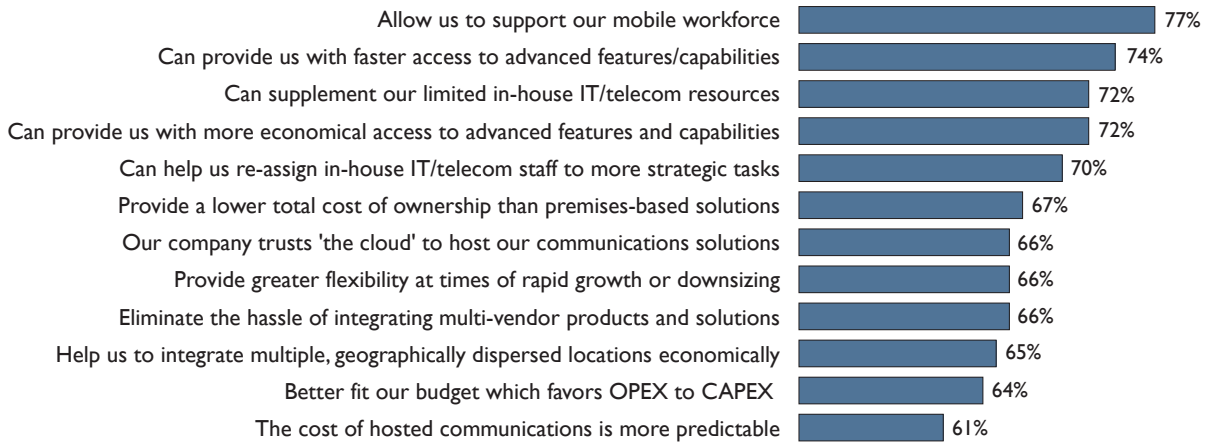
UCaaS Promises

Frost & Sullivan defines unified communications and collaboration (UC or UCC) as an integrated set of voice, data and video communications applications, all of which leverage PC- and telephony-based presence information. Among the most innovative deployment scenarios are hosted UC or UCaaS. Under UCaaS, the applications stack is hosted in a service provider data center, rather than housed on the customer premises. Demand for UCaaS is increasing as end-user organizations seek to improve business agility and gain faster, more economical access to advanced capabilities and a larger pool of technology skills. Frost & Sullivan projects the number of hosted IP telephony and UCC services users in North America to increase from 5 million in 2013 to 27 million by 2020.

UCaaS enables businesses to transition their enterprise communications costs from a capital-expenditure (CapEx) to an operational-expense (OpEx) model, transforming the upfront costs related to on-premises PBX and UC deployments to a flexible per-user pricing model, which allows them to quickly scale the number of UC users up or down as business needs dictate.

Unlike on-premises UC solutions, the UCaaS applications stack is pre-configured and tightly integrated. This approach is more cost-efficient and enables a business's IT staff to deliver UC services more rapidly with minimal training and in-house expertise required. In a 2013 Frost & Sullivan survey of IT decision-makers, 74% of respondents reported that UCaaS solutions gave their business faster access to advanced features and capabilities, and 73% suggested that UCaaS can supplement existing IT resources. UCaaS solutions address these pain points head-on, as the service provider support team does the heavy lifting in terms of back-end deployment and ongoing solution management.

Attitudes toward UCaaS—Percent Agree/Strongly Agree: United States and Europe, 2013



Base: All respondents (n=445)
 Q11. Please rate your level of agreement with the following statements

Source: Frost & Sullivan

THE NETWORK MATTERS

Making the Case for QoS-Driven Wide Area Networks for Real-Time Communications

The benefits of today’s UCaaS solutions are compelling. Still, businesses must consider the impact a cloud-based solution has on their wide area network. Most WAN architectures were traditionally designed to accommodate data traffic exclusively, focused on a central data center or corporate office. Remote sites were connected to this centralized location with either dedicated or leased lines in a hub-and-spoke-type configuration. This type of topology worked well when all business applications were deployed on the customer’s premises. Today’s cloud-based, real-time communications applications, remain highly sensitive to bandwidth constraints, which may cause latency and jitter, and impact overall service quality.

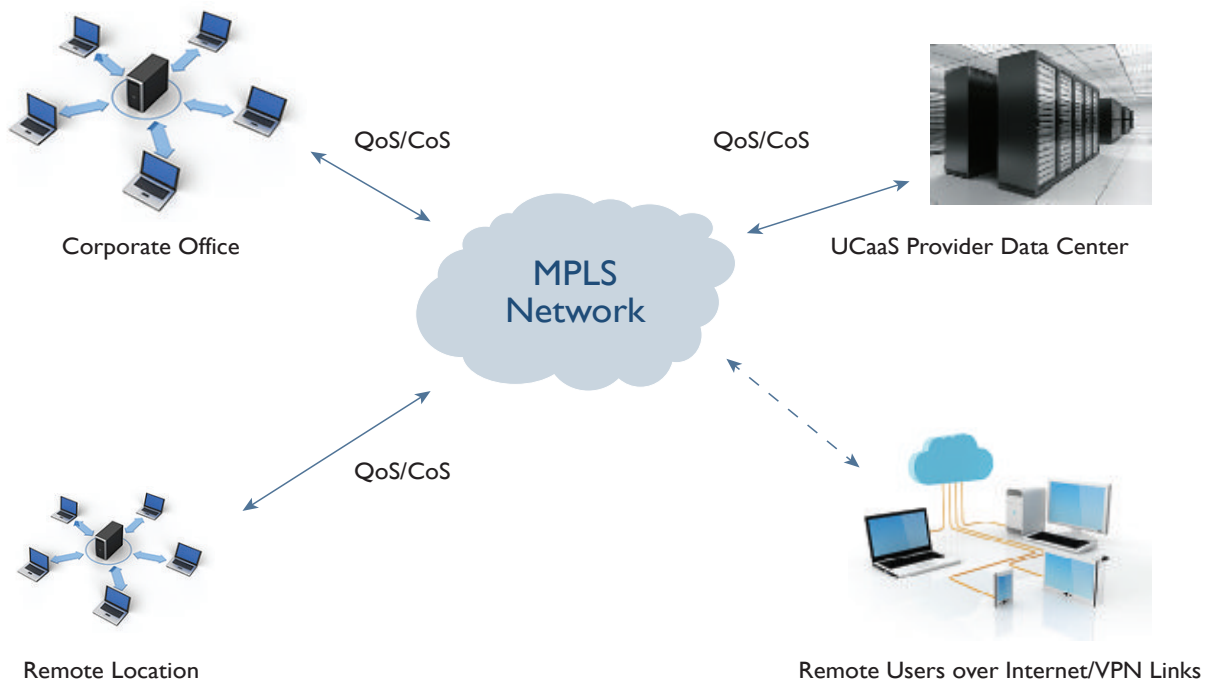
Multiprotocol label switching/Internet protocol (MPLS/IP) is an option for businesses looking for higher-bandwidth and high-quality connections to cloud applications. Frost & Sullivan defines MPLS as a standardized technology for increasing the speed and manageability of network traffic. True to its name, MPLS is multiprotocol because it supports IP, ATM, frame relay, and Ethernet network protocols. By leveraging MPLS within its own network, the provider can create VPNs for each customer. An MPLS VPN service is a site-to-site connection with the service provider managing the end-to-end network. When an MPLS-enabled private IP VPN carries traffic across a single infrastructure, the provider delivers more standardized security and better service management compared to a public service reliant on disparate network infrastructures. With traffic fully managed end to end, MPLS VPNs also offer greater guarantees for quality of service (QoS) supported by SLAs. By contrast, connectivity based on the public Internet does not support QoS tags and can result in congestion, latency issues, and security issues, with less inclusive SLAs.

Converged network services enable businesses to improve both operational efficiency and OpEx management by consolidating their applications onto a single network. This is drastically different from the earlier model using separate networks for different applications—for example, using a private line for voice, FR for data, and ATM for video to ensure QoS. In an MPLS network, one connection to the private IP network supports all these

services. MPLS networks additionally support traffic prioritization, offering multiple classes of service (CoS) on a per-application basis. CoS technology allows providers to tailor data-traffic prioritization based on customer requirements, thus enabling customers to cost-effectively run multiple applications on a single network. For example, organizations using VoIP applications may allocate more bandwidth to voice and release bandwidth for data transport when not using VoIP.

Exhibit I: Architecting an MPLS-Enabled UCaaS Platform

Key Takeaway: MPLS networks provide the quality of service management and low latency needed to effectively deliver UCaaS solutions.



In the context of migrating to UCaaS, MPLS offers an additional benefit beyond traffic prioritization, service management flexibility and superior quality of service. MPLS provides every connected site with an any-to-any connection to the rest of the business network. By foregoing the hub-and-spoke model of earlier network designs, MPLS allows direct access between any sites on the network, eliminating the “extra hop” to the corporate office. Whether choosing the service provider’s UCaaS solution or one from the provider’s partners, a connection between the host’s data center and the customer MPLS network can be created. Through this interconnect, the UCaaS platform appears as another site on the customer private network, allowing users and their UC endpoints a direct, low-latency, high-bandwidth connection over MPLS.

Exhibit 2: The Advantages of MPLS Connectivity for UCaaS Applications

1

The quality of service capabilities inherent in MPLS offer businesses a high-bandwidth, low-latency wide area network optimized for cloud-based applications such as UCaaS.

2

Provider-managed MPLS networks, carrying customer traffic across a single infrastructure, deliver better service management and higher service guarantees than older WAN solutions.

3

The ability to create an interconnect from an UCaaS provider to the customer's MPLS network helps fully realize the benefits of an MPLS-enabled UCaaS solution.

THE LAST WORD

The migration of enterprise communications and collaboration applications onto business IP networks is enabling a wide range of operational efficiencies and cost-savings opportunities, including migration to the cloud and network consolidation. However, the mission-critical nature of enterprise communications demands that new UC delivery models and architectures maintain the high levels of availability and reliability offered by on-premises platforms. The wide area network, along with the UCaaS solution, must be carefully evaluated to achieve an organization's communications infrastructure uptime and performance goals. Selecting the right service provider that can enable the achievement of these goals is a critical aspect of this evaluation.

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Frost & Sullivan
331 E. Evelyn Ave., Suite 100
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Windstream has grown to become one of the U.S. government's most trusted communications and technology providers. From advanced data and voice offerings to expert network support, our team works to connect federal government agencies, departments and offices to the personalized service and smart solutions they need to effectively carry out critical missions.

FEATURED GOVERNMENT CUSTOMER LIST

- Army National Guard
- Defense Contract Management Agency
- Defense Intelligence Agency
- Defense Logistics Agency
- Department of Health and Human Services
- Department of Homeland Security
- Department of Veteran Affairs
- DISA/DATS
- DISA/DITCO
- Federal Aviation Administration
- General Service Administration
- Internal Revenue Service
- NASA
- NATO – Supreme Allied Command
- Transportation Safety Administration
- U.S. Agency of International Development
- U.S. Air Force
- U.S. Army
- U.S. Coast Guard
- U.S. Courts
- U.S. Customs and Border Protection
- U.S. Navy
- U.S. State Department
- U.S. Treasury

THE WINDSTREAM ADVANTAGE

NETWORK RELIABILITY

- Features a nationwide, fault-tolerant network utilizing a self-healing, IP-over-SONET backbone
- Network monitored 24 x 7 by state-of-the-art Enterprise Repair and Network Operations Centers
- Solutions delivered over 115,000 route miles of Windstream-owned fiber

PROVEN PERFORMANCE

- Currently serving the communications needs of over 150 federal government entities
- Trusted by a wide range of government users for their most mission-critical applications
- Supported by trusted advisors throughout the product lifecycle

COST-EFFECTIVE SOLUTIONS

- Committed to maintaining a low total cost of ownership
- Includes custom-built private fiber networks, SONET, wavelength and low-latency routing
- Second-largest nationwide deployment of Local voice infrastructure and central offices

FEDERAL AND GSA CONTRACT VEHICLES

- GSA Regional Service Contracts:
 - GSA Region 1 LSA – CT, MA, NH & RI
 - GSA Region 2 RLTC – NY & NJ
 - GSA Region 3 LSA – VA, MD, DE & PA
 - GSA Region 4 GRITS – GA, FL, AL, MS, SC, NC, TN & KY
 - GSA Region 5 RTAS – OH & MI
 - GSA Region 6 LSA – MO, KS, IA & NE
 - GSA Region 9 LSA – CA
- GSA IT Schedule 70 GS – 35F – 0326S
- GSA IT Schedule 70 GS – 35F – 0016T
- USAF Tinker AFB – OK
- US Army N.E.C. – AZ
- Subcontracts:
 - GSA Network – University/Enterprise
 - GSA Alliant
 - NIH – CIO SP3
 - GSA 8A STARS
 - GSA Connections II
 - GSA WITS 3

CUSTOMIZED OFFERINGS

- Adapt to ongoing technology changes and the evolving needs of your organization
- Acquire solutions to boost the efficiency and performance of your organization
- Protect your network, systems and data from human misconduct, technical failures and natural disasters
- Meet budget pressures by lowering the cost of acquiring and maintaining high-quality communications

PRODUCTS AND SERVICES

- Cloud Solutions (Public // Private // Hybrid // Storage)
- High-Speed Data, Internet and Ethernet Services
- Local, Long Distance and Conferencing Services
- VoIP and SIP Trunking
- Data Center Services in SSAE 16 Type II Compliant Data Centers
- Customer Premises Equipment (CPE)
- Fiber Services

SMART SOLUTIONS

- Business Continuity
- Managed Services
- Network Security
- Unified Communications

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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

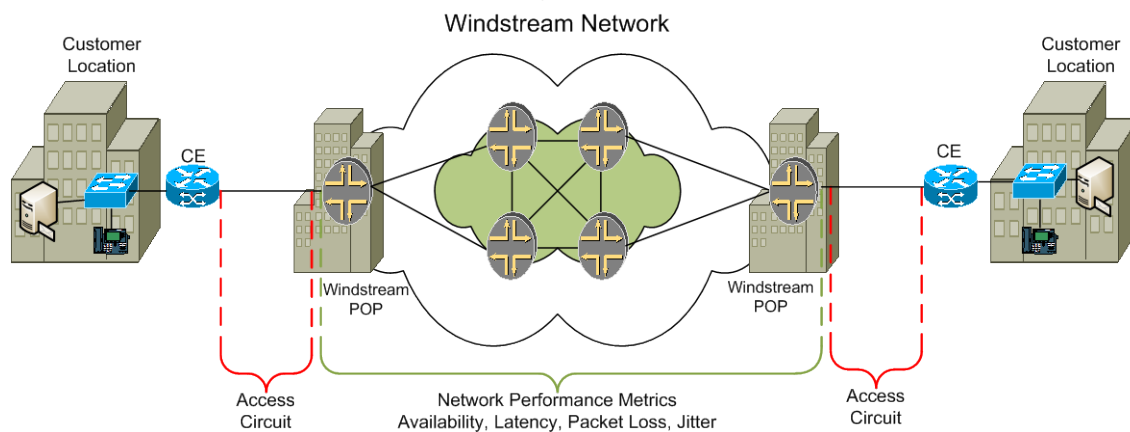
The Services covered under this SLA are Ethernet Internet (“EI”), Dedicated Internet (“DI”), and MPLS Networking Services. MPLS Networking Services (“MPLS Networking”) are IP Virtual Private Network (“IP VPN”), Virtual LAN Services (“VLS”), Dynamic IP, and Virtual PBX. Individually, the Services may 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.

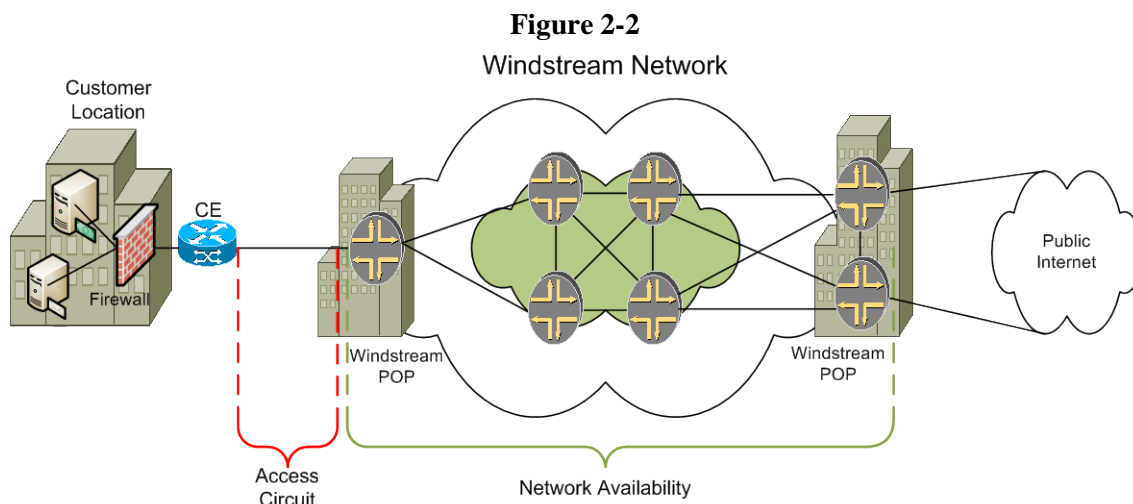
Figure 2-1



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.



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: _____

UNIFIED COMMUNICATIONS as a SERVICE SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) applies only to Windstream’s Unified Communications as a Service (“UCaaS”) products, as defined herein (collectively, the “Services”). This SLA shall be deemed an addendum to the Unified Communications as a Service Equipment Rental Terms and Conditions Schedule or such other written contract for UCaaS Services executed by the parties.

This SLA is effective as of the first day of the first whole calendar month after the initial installation of Services. To be eligible for the credits under this SLA (“Service Credits”), Customer must be in good standing with Windstream and current in Customer’s obligations. 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. Description of Services

The Services covered under this SLA are **UCaaS** and **UCaaS Dedicated**. These Services combine traditional PBX features with the advanced functionality of IP Telephony, such as Presence Management, Multi-site Integration, Unified Messaging, Collaboration and Mobility. Features and functionality vary depending on the platform and subscription bundles selected.

- 1.1. **UCaaS** is a standardized set of unified communications subscription bundles based on either an Avaya Aura or Mitel MiCD platform delivered through a private cloud environment hosted in Windstream Hosted Solutions Tier 3 Data Centers.
- 1.2. **UCaaS Dedicated** is a customized unified communications bundle based on a customer-specific platform delivered through on-premises, private cloud or hybrid cloud environments. When delivered through the cloud, the platform is hosted in a Windstream Hosted Solutions Tier 2 or Tier 3 Data Center.

2. Service Level Agreement (SLA)

Windstream commits to provide a level of service for Customers demonstrating:

- 2.1. **99.999% Application Layer Uptime.** This is defined as availability of the VoIP service platform running in the Windstream data center(s). Windstream commits to having the Service platform available 99.999% of the time without qualification.
 - 2.1.1. **Commitment Remedy.** If the Services fail to meet the above SLA, the Customer will receive a credit equal to the result of the Service Credit Calculation defined in Section 5.
- 2.2. **Repair or Replacement of Hardware within 48 Hours.** Windstream commits to ensuring that hardware which is included as part of the Services will be repaired or replaced within forty-eight (48) hours of Customer notification to Windstream of the hardware being non-functional.

2.2.1. **Commitment Remedy.** If Windstream fails to meet the above SLA, the Customer will receive a credit equal to the result of the Service Credit Calculation defined in Section 5.

3. Windstream-Provided Circuits Enabling Services

- 3.1. In the event the Customer has entered into an agreement with Windstream to provide connectivity enabling these Services, this SLA shall be deemed an addendum to Windstream's Enterprise Data Products Service Level Agreement.
- 3.2. If Services covered in this SLA are unavailable due to Windstream-provided circuit outages, Windstream will provide a Service Credit for these Services as outlined in Section 5 of this SLA.

4. SLA Exclusions

This SLA and any applicable service levels do not apply to any performance or availability issues:

- 4.1. Due to Maintenance Windows, as defined in Section 6 of this SLA;
- 4.2. Due to reasons of Force Majeure, such as fire, explosion, lightning, power surges or failures, water, flood or other causes beyond Windstream's control, whether or not similar to the foregoing;
- 4.3. That resulted from Customer's access circuits which are not provided by Windstream (see Note A below);
- 4.4. That resulted from Customer's LAN/WAN or inside wiring which are not provided by Windstream (see Note B below);
- 4.5. That resulted from Customer's or third party hardware or software;
- 4.6. That resulted from actions or inactions of Customer or third parties;
- 4.7. During beta and trial Service (as determined by Windstream); or
- 4.8. Attributable to the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors or anyone gaining access to Company's Services by means of Customer's authorized users' accounts or equipment.

NOTE A: Service is "Best Effort ONLY" and no credit will be applied and no SLA is applicable for issues caused by third party provided circuits which Windstream cannot control or circuits that are below the recommended bandwidth.

NOTE B: Service is "Best Effort ONLY" and no credit will be applied and no SLA is applicable for issues caused by Customer's LAN/WAN or inside wiring which are not provided by Windstream.

5. UCaaS Service Credits

- 5.1. **Service Credit Calculation.** For any and each unavailability period during a monthly billing period, Windstream will provide a Service Credit of one percent (1%) of the then Monthly Recurring Charge (“MRC”) for each block of eight (8) hours in which Windstream’s UCaaS Services failed to meet the SLAs, up to a maximum discount of ten percent (10%) in a calendar month.
- 5.2. **MRC Definition.** The MRC may refer to the fees associated with Services for Customer’s individual users (as in the case of the hardware SLA described in Section 2.2 above), single locations (for multi-site Customers where not all locations are impacted or covered under the SLA), or the Services fees in totality (in the event all users and all locations are impacted).
- 5.3. **Maximum Credit.** The total amount of Service Credits provided for within this SLA (either individually or on a cumulative basis) shall not, under any circumstance, exceed in any single billing period the total MRC for that period for the Services.
- 5.4. **Customer Must Request Service Credit.** In order to receive any of the Service Credits described above, Customer must notify Windstream within thirty (30) days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer’s right to receive a Service Credit.
- 5.5. To request a credit under this SLA, Customer must email their Windstream ISG Account Executive or Account Manager with a description of the requested credit along with the Windstream trouble ticket(s) opened for the asserted unavailability.
- 5.6. Service Credits for this SLA will only be calculated against MRC associated with this Service.

6. Maintenance Window Scope

Maintenance windows may cover any Services provided by Windstream as follows:

- 6.1. **Planned Maintenance** – Normal maintenance activities that may or may not disrupt Services:
 - 6.1.1. Of which Customer is notified seven (7) days in advance; or
 - 6.1.2. That is performed during a standard maintenance window Wednesdays from 12:01 am – 6:00 am and Sundays from 12:01 am – 8:00 am local time of the Windstream Hosted Solutions Data Center at which the UCaaS or UCaaS Dedicated equipment is located. Notice of Planned Maintenance will be provided to Customer’s designated point of contact by a method elected by Windstream (telephone, email or customer dashboard).
- 6.2. **Planned Emergency Maintenance** – Planned Emergency Maintenance required to prevent a degradation or loss of Services:
 - 6.2.1. Of which Customer is notified twenty-four (24) hours in advance if conditions permit; or
 - 6.2.2. That is performed during a maintenance window any day from 12:01 am – 6:00 am local time of the Windstream Hosted Solutions Data Center location at which the UCaaS or UCaaS Dedicated equipment is located. Notice of Planned Emergency Maintenance will be provided to Customer’s designated point of contact by a method elected by Windstream (telephone, email or customer dashboard).

6.3. **Unplanned Emergency Maintenance** – Unplanned Emergency Maintenance required to prevent a degradation or loss of Services:

6.3.1. Windstream will utilize best efforts to notify Customer in advance, if conditions permit.

7. General

Windstream will be the only party to determine (in its sole discretion) whether Windstream has not met any of the SLAs specified herein. Windstream reserves the right to change or discontinue any or all of the SLAs detailed above at any time without notice to Customer. Customer must at all times cooperate with Windstream in testing, determining and verifying that a qualifying Services unavailability has occurred.

Authorized Representative of Customer

Title

Date