



# Continuant Connect Calling PROPOSAL

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Specialist  
Adoption and Change  
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Calling for Microsoft Teams  
Meetings and Meeting Rooms  
for Microsoft Teams



# Executive Summary

## Continuant Connect Calling

Continuant, a Microsoft Global Partner of the Year for Teams Calling and Meetings, is an expert in driving modern workplace transformation. It provides tools and resources that ensure organizations can collaborate effectively and share information securely no matter where they work. Through extensive experience, Continuant has found that many organizations struggle with driving the successful adoption of Microsoft Teams. Successful Microsoft Teams deployments occur with proper planning and design. Continuant is excited to offer this engagement to consult then design, deploy, and manage Continuant Connect Calling.

## Key Objectives

- Replace legacy telephony systems with Teams Calling across the enterprise.
- Engage new PSTN carrier and centralize delivery using modern technologies to reduce telephony costs.
- Enable E911 services to remain compliant with human health and safety requirements.
- Integrate existing telephony endpoints like overhead or broadcast paging and analog devices to Teams Calling leveraging existing Cisco Unified Communications Manager (CUCM).

## Project Highlights

- Design Teams Calling, includes:
  - Recommended architecture that meets the business requirements
  - Bill of Materials (BOM) for the recommended architecture
  - Recommendations for integrating 3rd-party services
  - Adoption and Change Management (ACM) strategies for user enablement and adoption tracking
  - Teams Calling enablement roadmap including an estimated timeline
- Enable the following Teams Calling features, includes:
  - PSTN outbound/inbound calling
  - Call hold/park/transfer
  - Call forwarding/simultaneous ringing
  - Call delegation/team call
  - Cloud voicemail
  - Busy on busy
  - Music on hold
  - Caller ID masking
  - Call blocking
  - Secondary ringers and distinctive ringing
  - Device transfer/switch devices
  - Enhanced 911
- Configure Teams Calling, includes:

- Considerations for the Teams Calling features above as determined by user personas
- Custom dial plans as required for analog and Teams Calling integration as well as any short-code or extension dialing needs
- Standard and custom calling Classes of Restriction (Emergency Only, Internal Only, National, International)
- Auto Attendants and Call Queues that create the same or similar automated call flows identified during design
- Deliver Adoption and Change Management (ACM), includes:
  - Email campaign template
  - On-demand video training
  - Adoption reports
- Enable Teams Calling for users by phases determined during Design
- Support and manage Teams Calling as defined by Continuant Managed Services

## Project Methodology

Continuant approaches projects using the Design, Deploy, Manage methodology. Each of these phases are used to ensure proper steps are taken and milestones reached before moving on to the next phase. This approach helps to ensure project success by maintaining appropriate gates and points of communication across all project stakeholders.

- **Design** – Workshops are conducted, data is collected, the project reviewed to ensure the scope is correct, and the High-Level Design is delivered.
- **Deploy** – Continuant coordinates with Customer to execute tasks required to implement the accepted design.
- **Manage** – The implemented solution is supported by Continuant Managed Services.

Progression through the project will be governed via gated control meetings held by project team members and customer stakeholders. Signature approval will be required from the project team and customer stakeholders to control successful outcomes, proceed to the next phase, or handoff to managed services. A detailed list of activities and measured level of effort will be provided upon commencement of project. Project Change Orders (PCOs) are used to document and control changes to the initial Statement of Work or any accepted project documents.

## Document Deliverables

Throughout the course of the project, documentation will be delivered for acceptance. These documents must be approved and accepted for the project to proceed to subsequent phases.

The documents delivered and the contents for each is as follows:

- **Customer Requirements Document (CRD)**
  - Business requirements

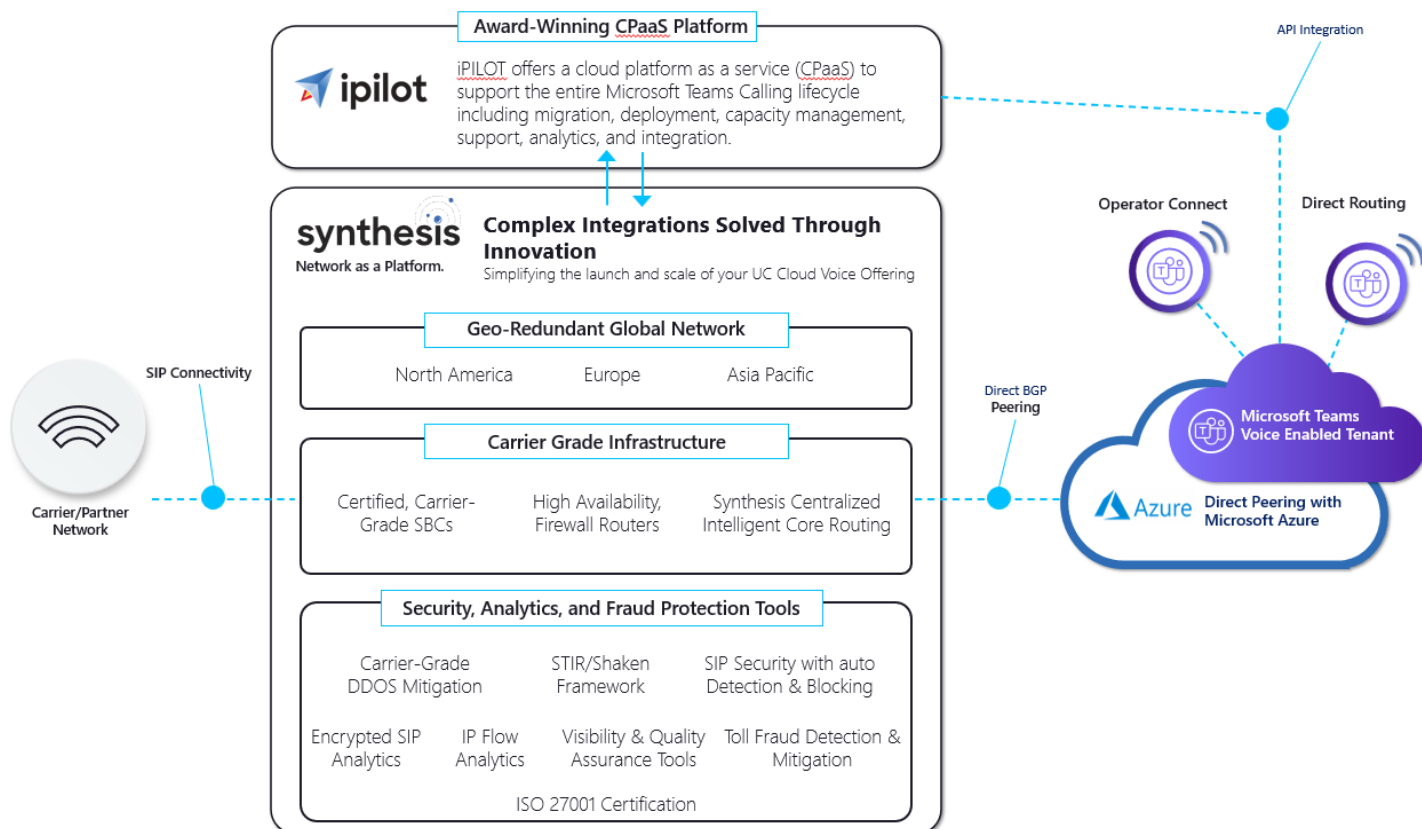
- Functional requirements
- Technical requirements
- **High Level Design (HLD)**
  - Solution topology at the organization level
  - Approach to region- or site-specific infrastructure design
  - Migration steps, configuration settings, and considerations at the organization level
  - Adoption & Change Management (ACM) and enablement roadmap including estimated timeline
  - Low-Level Design process will be determined as an outcome of HLD
- **Bill of Materials (BOM) and Quote for Licensing**
  - List of equipment and software to be purchased to deploy the designed solution
  - List of licenses and estimated costs required to deploy the designed solution
  - Initial estimates delivered at HLD with final delivered at LLD
- **User Acceptance Testing (UAT)**
  - Steps to test the deployed solution against the Business, Functional, and Technical requirements
  - UAT is delivered when designs are delivered in order to review the suggested tests against the goals of the design
- **As-Built Document(s)**
  - Region- or site-specific infrastructure configuration settings and considerations
  - Migration steps, configuration settings, and considerations for the localized user community
  - LLD is leveraged to provide framework for As-Built Documents
- **Customer Satisfaction Survey (CSAT)**
  - Survey measuring the success of the project and Continuant's ability to deliver and exceed the Customer's expectations

## Continuant Connect Calling

Continuant will work with Customer to enable Teams Calling with Continuant Connect Calling. Each Continuant Connect Calling customer activation includes three project phases: Design, Deploy, and Managed Services.

Continuant Connect leverages iPilot - the world's first fully automated Microsoft Teams Direct Routing onboarding solution empowering our customers to rapidly enable carrier grade and Microsoft Teams voice services within minutes. iPilot puts visibility and control of cloud services back into the hands of our customers providing on-demand orchestration and automation for Microsoft Teams collaboration solutions.

- iPilot simplifies the onboarding & tenant provisioning process and reduces the complexity of provisioning for IT teams as it requires no prior coding knowledge.
- iPilot has full Office 365 Integration and allows for full Active Directory Synchronization. This means no 3rd-party apps and absolute security knowing our platform is built with enterprise level security.



## Customer Prerequisites

Continuant will require assistance from Customer ensuring a smooth transition into our services by providing the following:

- Customer will have the appropriate Microsoft licensing in place to include Microsoft Teams Phone Standard in order to enable Teams Calling services.
- Customer will assign a single point of contact who is currently administering their Microsoft 365 tenant.
- Customer will provide call routing requirements and call flows (if available) for configuration of Auto Attendant and Call Queues routing.
- Customer will provide a list of phone numbers to be ported.
- Customer will provide a list of users and their associated phone numbers to be configured.
- Customer will provide a Letter of Authorization (LOA) allowing Continuant to directly work with the current PSTN carrier.
- Customer will provide a signed service agreement form to initiate Continuant Connect Calling services delivery.
- Customer's Teams users will need to be homed in Office 365 to enable voice services.

## Continuant Connect Calling Features

### Call Path

Each Call Path represents a calling port from Teams to the PSTN. It includes 750 domestic outbound minutes (US48 & Canada) per month with unlimited inbound and unlimited Teams to Teams. If minute allocation is exceeded, a \$0.019/minute charge applies. Add an additional 1,250 minutes to a Call Path for \$5/month per Call Path. iPilot available as Add-on. No service Interruption or Prepay required. (Hawaii is \$0.095/minute and Alaska is \$0.10/minute)

## **SIP Trunk**

Each SIP Trunk represents a calling port from the PBX to the PSTN. It includes 750 domestic outbound minutes (US48 & Canada) per month with unlimited inbound. If minute allocation is exceeded, a \$0.019/minute charge applies. Additional security for SIP Trunks in the form of a VPN Gateway or SIP with TLS can be configured for an additional charge. Add an additional 1,250 minutes to a SIP Trunk for \$5/month per SIP Trunk. iPilot available as Addon. No service Interruption or Prepay required. (Hawaii is \$0.095/minute and Alaska is \$0.10/minute).

## **iPilot**

Single-pane-of-glass platform for automation, operations, and management of Microsoft Teams Direct Routing, Microsoft Operator Connect, and other entities connected to iPilot or Synthesis.

## **Synthesis**

Secure platform for connecting voice users, PBXs, and PSTN carriers whether cloud-based or on-premises including Teams Calling.

## **New DIDs**

Direct Inward Dialing (DID) telephone numbers.

## **Ported DIDs**

Owned telephone numbers from another PSTN carrier to be ported over to Continuant Connect.

## **Temporary DIDs**

Temporary DIDs are procured to assist with validation and for temporary use in the event of a pending port. Temporary DIDs will be disconnected once customer has ported active numbers or validation is complete and numbers are no longer needed.

## **Enhanced 911 (E911)**

When an emergency number is called (such as 911 in the US), emergency call recipients reference a shared database to dispatch emergency services to the caller's appropriate location. In many cases, the main telephone number for a site is associated with its physical address. E911 allows an emergency call to carry technical location information in the call setup to assist in dispatching emergency services. Multiple location records can be configured as defined during design. Dynamic E911 - sending emergency call

locations based on the caller's network or other information - is supported; however, configuration of dynamic emergency locations may require a project change order.

### **Inbound Caller ID Name Display**

The Incoming Caller ID Number Display is provided at no charge. However, if you would like to add Caller ID Name display, there will be an additional charge.

### **Toll-Free Numbers**

Toll-Free numbers can be added to service. There is an additional charge associated with per minute usage on Toll-Free Numbers.

## **Continuant Connect Calling Terms**

### **Proposal Terms**

- Proposals are offered for the entire Continuant Connect services and are subject to change if the configuration changes before the acceptance of an order
- Multi-national opportunities are invoiced in a single currency, default currency is US Dollar
- Domestic Calling - Consumption rates in the Rate Card refer to domestic calling per minute rates inside of that countries' domestic calling area
- International Rates - Published international rates on the Rate Card refer to outbound international calls from originating country to terminating country. International Calling Rate card can be found at <https://nuwave.com/wp-content/uploads/2022/06/Nuwave-INTL-Rates.pdf>
- Travel, shipping, and all other third-party expenses (for the performance of services not currently shown in this SOW) shall be invoiced to customer separately after the expense is incurred

### **Pricing Terms**

- All rates for domestic and international usage, local and national DIDs, porting, and activation published in the Rate Card are subject to change and are billed at the current monthly rate
- International calls are billed per minute (country to country)
- International Calling Rate card can be found at <https://nuwave.com/wp-content/uploads/2022/06/Nuwave-INTL-Rates.pdf>
- All One-Time Charges ("OTCs") to be billed on the first invoice
- All Monthly Recurring Charges ("MRCs") to be billed monthly in advance
- The first month MRC will be pro-rated based upon the date users are activated
- All usage, overage, and international calls are invoiced arrears the month after services are delivered
- DIDs/DDIs used for Toll-Free Numbers will be invoiced MRC of the DID/DDI and per minute incoming rates defined in this Rate Card

### **Porting and Activation Terms**

- Number porting and activation requests may require signed documentation based on local regulations specific to each country

- Number porting and activation is offered where available in country by city
- Number porting and activation timelines vary depending on country and size of port
- Number porting and activation are subject to local carrier restrictions and relevant timelines
- Porting and activation fees are subject to change
- Porting and activation fees are per number being ported / activated
- Any number ported to or activated by Continuant as reservation (inactive) is subject to associated MRC; Monthly DID Cost and OTC; One-Time Porting or Activation Fee as outlined in the pricing section. When a reserved number is activated for use within Continuant Connect Calling that includes a DID, the associated DID MRC will be absorbed into the Calling Plan MRC

## Emergency Services

- Emergency services included when available in country
- It is the customers' responsibility to provide and maintain end user information related to emergency services
- Emergency services availability applies to local DIDs and may not be available for national DIDs
- Please read the full terms and conditions for emergency services at:  
<https://www.nuwave.com/policies/>

## Local and National Number Definition

- Local Number (Also referred to as Geographic): A local number is a number with a prefix associated with a specific city
- National Number (Also referred to as Non-Geographic) A national number is a number with a prefix associated to a specific country

# Continuant Onboarding Methodology Design

Continuant will work with the customer to determine the specific business and technical requirements for Teams Calling. A Continuant UC Solutions Architect and Adoption and Change Management (ACM) consultant will work closely with a Project Manager to coordinate and execute on the activities selected to assess the business needs and define the requirements. These requirements will culminate in a High-Level Design (HLD) created by the architect and peer-reviewed by the team for delivery.

Once the HLD is approved by the customer, Low-Level Design (LLD) processes begin, and Continuant's project management will work to coordinate customer resources, architects, and engineers with the goal of defining final deployment configurations, processes, and timelines.

Design activities include:

- Collect and assess the Customer Requirements Document (CRD)
- Determine whether new or existing telephone numbers (aka "DIDs") will be used
- Determine the porting strategy for existing numbers that must be used

- Deliver Teams Calling workshop
- Deliver Teams Adoption & Change Management (ACM) workshop
- Define organizational approach to Teams Calling configuration, includes:
  - Teams Calling user policies
  - Dial plan and voice routing
  - Automated call flows that require Auto Attendants (AAs) and/or Call Queues (CQs)
  - Emergency calling
  - Business continuity strategies
- Determine Teams ACM strategy
- Determine PSTN carrier requirements
- Determine user enablement roadmap
- Determine software, hardware, and licensing requirements
- Determine managed services and operational requirements

Deliverables from this phase:

- High-Level Design (HLD) document
- ACM Findings and Recommendations report

## Calling Workshop

A Calling Workshop (up to 8 hours) is included for one region. The objective of the workshop is to identify and document business and technical requirements for Teams, deployment timeline expectations, and customer use case scenarios of how Teams Calling will work within the customer environment. Activities include defining use cases for PSTN and internal call routing, PBX analysis (requires a compatible PBX), voice policies, audio conferencing, automated call flows, and emergency calling.

## Session Border Controller (SBC) Design

A Continuant Engineer will conduct workshops to determine:

- Business and technical requirements for SBC
- Infrastructure and environmental requirements for SBC
- Licensing requirements for SBC

## Dynamic Enhanced 911 (E911) Design

Continuant will work with Customer to define, refine and optimize E911 with Teams calling across the environment. Activities include:

- Conduct Emergency Calling Workshop
  - E911 with Teams Knowledge transfer (workshop on native capabilities, feature and functions)
  - Discovery legacy PBX platform capabilities
  - Discuss transition and end state E911 requirement
- Define and design E911 calling policy for emergency calling (static/dynamic E911).
- Define and design E911 calling for analog devices.

- Update the HLD with best practices and guidance for Teams Calling E911 guidance developed for the customer environment.
- Create a gap analysis to determine if 3rd-party solution is required
- Discuss Integrating Teams Calling with emergency notification applications

**Note:** After Dynamic E911 design is completed, it may be determined the efforts involved in deployment of E911 may exceed the initial deployment estimates and incur a Project Change Order (PCO).

## Persona Analysis Workshop

During the Persona Analysis Workshop, the ACM Team will evaluate and document the types of users in the Customer environment. The analysis is built on up to eight core personas commonly found in organizations; personas will help Continuant and the Customer categorize users based on their communication and collaboration requirements and help to plan for a strategic deployment.

### Activities

- Conduct an ACM Workshop with business leaders to understand which personas exist within the organization and the typical mapping of common Microsoft Teams feature sets to those personas.
- Interview a subset of representatives from each persona to:
  - Identify any blockers to migration for specific personas that may require further investigation.
  - Discover current pain points or frustration with the existing system.
- Provide guidance to the project team to define which personas/ business functions/ business units can be migrated to the Microsoft Teams application, this information will feed into site and migration planning.
- Review and identify the ideal devices for users (i.e., headsets and/or desk phones).
- Identify operator console requirements and present possible solutions (dependent on scope).

### Deliverables

- ACM Plan
- Email Templates
- Links to Microsoft Teams Training Videos
- Findings & Recommendations Report

## Deploy

Once Design has been completed, Continuant will focus on Deploy where project management will coordinate with engineers for the execution of all tasks required for the preparation, configuration, and testing of Teams Calling.

Once readiness has been achieved, Teams Calling will be enabled for a pilot group of users. This group will be responsible for vetting the designed processes and delivering feedback to be applied to strategies for future enablement cycles. The user community will then be enabled in cycles as determined during Design.

Deploy activities include:

- Manage the delivery of new DIDs or porting of existing DIDs
- Configure Continuant Connect Calling, includes:
  - Administrative contacts and access
  - PSTN integration
  - M365 tenant integration
  - Emergency addresses
  - Business continuity strategies
- Configure M365 tenant for Teams Calling, includes:
  - Dial plan and voice routing
  - Teams Calling user policies
  - Emergency calling
  - Automated call flows
- Execute on ACM strategy, includes:
  - Email campaign using defined templates
  - On-demand video training
  - End user adoption reports
- Enable users for Teams Calling; includes:
  - Coordination of enablement session(s)
  - Execution of enablement/migration process
  - UAT execution guidance
  - Coordinated issue analysis/resolution

**Note:** After Dynamic E911 design is completed, it may be determined the efforts involved in deployment of E911 may exceed the initial deployment estimates and incur a Project Change Order (PCO).

## Virtual Session Border Controller (vSBC) Installation

The following tasks will be performed remotely by a Continuant technician:

- Validate security and access configuration for vSBC host
- Validate resources available for vSBC
- Deploy vSBC instance
- Validate VM health
- Configure network connectivity for vSBC
- Validate remote administrator access
- Collect and back up post-configuration data

## Session Border Controller (SBC) Configuration

The following tasks will be performed remotely by a Continuant engineer:

- Update SBC firmware

- Configure SBC for Direct Routing
- Configure SBC for SIP trunk connectivity
- Configure SBC for SIP device registration
- Collect and back up post-configuration data

## **Adoption and Change Management**

ACM is an essential element of any solution Continuant delivers. Since a transition to Microsoft Teams impacts the way people work, a strategic effort focused on the individual users is required. Optimal user adoption will be achieved by identifying success factors and use cases, catering messaging and training to unique personas, and continually reinforcing the change over time.

### **Activities**

- Customized persona-based messaging to drive awareness.
- Accommodation for varying learning styles with a variety of training methods.
  - Live virtual training available for both basic and advanced features.
- Assist in supporting a Champions community to advocate for the change at a grassroots level.
- Participate in weekly project cadence meetings for managing and executing the ACM plan.
- Ad hoc meetings as needed to finesse the ACM strategy in real time.

### **Deliverables**

- Live Virtual Trainings
- Post Training Survey Results
- Training Completion sign-off

This effort is estimated to include 60 hours of ACM activities.

## **Manage**

Manage is an ongoing phase comprised of two components: Project Management and Managed Services. Project Management is responsible for maintaining the customer relationship, expectations, and progress through the course of an engagement. Managed Services is responsible for supporting the user environment once Teams Calling is in production.

### **Project Management**

Project Management is included as a component throughout Design, Deploy, and Manage for each phase. Continuant's Project Manager will lead initiatives on the following:

- **Design**
  - Coordinate and conduct Kick-Off and Cadence Meetings
  - Develop and implement communication plan
  - Identify and document Service Providers & Supply Orders
  - Identify lead times and constraints

- Conduct Managed Service Initial Planning
- Perform Process alignment
- Implement Third party coordination
- Initiate User Change Communication Planning
- Define User Acceptance Testing (UAT)
- **Deploy**
  - Conduct project meetings
  - Coordinate flow of information
  - Define user change communication
  - Customer and Continuant resources
  - Provide Project Management oversight, planning, and gating
  - Coordinate license delivery
  - Track progress of implementation
  - Define success criteria for each phase of migration
  - Execute planned flash-cut user change communication
- **Manage**
  - Validate key success criteria met
  - Complete Customer Satisfaction survey (CSAT)

### **User Acceptance Testing**

- User acceptance testing will be conducted and a signature required. This is done as a session, dependent on the number of phased cutovers for users. The proposal must have a quantity of sessions selected.
- Phones - verify phone options, validate call routing for local, national, and international calling. Also, validates conference and meeting policies.

### **Project & Technical Support**

- Support services are outlined in the Managed Services section of this SOW
- Flash-cut users are supported by Continuant Global Service Desk
- Deployed Connect Services is supported by Continuant Global Service Desk

### **Call Compliance Recording**

## Platform Features and Capabilities

Provisioning API  
Tagging  
Provider-supported pause & resume  
Provider-supported RVA  
Workspace web application  
Multi-language web app  
User Inbox  
iOS and Android apps  
Data Sovereignty (choice of region for data storage)  
Search - User's recordings  
GDPR Compliance  
ISO27001 Compliance  
Support (Online)  
Access Controls  
Audit reports  
Deletion - Single  
Deletion - Bulk  
Download - Single  
Download - Bulk  
Data Exporter  
Recording Share  
Retention Periods  
Teams Workspace & Management  
Team Inbox  
Search - Team's recordings

## Continuant Connect: Analog Device Integration

The following sections define the scope for integrating analog devices with Continuant Connect.

Analog devices such as analog phones, security doors, call boxes, loud ringers, and notification strobes can be integrated with Continuant Connect to enable Teams Calling users to communicate with these devices. This allows an organization to leverage its existing infrastructure in cases where analog devices are required because their features cannot be moved to network-based services or doing so would be cost prohibitive.

Continuant will work with the customer to determine the specific business and technical requirements for overhead paging to be integrated with Continuant Connect. A Continuant architect and ACM consultant will

work closely with a project manager to design a solution for overhead paging and deploy the approved design.

A new SIP Media Gateway may be required to integrate existing analog devices with Continuant Connect.

## Scope

Design and deploy analog devices utilizing the clients existing customer-provided Cisco Analog Gateways.

- City Hall: 1 gateway, 12 analog ports
- Police Department: 1 gateway, 24 analog ports
- Courts: 1 gateway, 8 analog ports
- Airport: 1 gateway, 4 analog ports

## Design

Design activities include:

- Collect existing analog device and configuration information.
- Determine business and technical requirements for analog integration.
- Define analog integration solution that meets the business and technical requirements.
- Deliver analog integration design including:
  - Infrastructure requirements (if applicable), assess and validate current analog gateway environment.
  - Configuration requirements for SIP Calling and the SIP Media Gateway.
  - Licensing requirements (if applicable)
  - Bill of Materials (BOM if applicable)
- Receive approval on analog integration design.

## Deploy

Deploy activities include:

- Update SIP Media Gateway firmware (if applicable).
- Configure SIP Media Gateway according to the approved design.
- Test analog integration.
- Backup SIP Media Gateway configuration.
- Coordinate and support migration of analog devices to Continuant Connect.

## Manage

Management of analog integration is defined in **Continuant Managed Services: Extended Plan**.

## Assumptions

The analog integration scope is based on the following assumptions:

- Existing or new analog devices and the required cabling are deployed and configured for production and managed by the customer. Continuant may offer guidance on devices downstream from the SIP

Media Gateway including analog phones, security doors, call boxes, loud ringers, and notification strobes, but Continuant is not responsible for those devices or their configuration.

- Continuant Managed Services coverage includes the SIP Media Gateway and other SIP components identified as covered in the design with regard to the devices and the integration with Continuant Connect. Continuant may offer guidance on resolving issues downstream from the SIP Media Gateways and other SIP components, but Continuant is not responsible for the physical connection to or functionality of downstream devices.

## Definitions

- **Managed Services Package** – Continuant provides Managed Services in three packages: Basic, Extended, and Premium.
- **Covered Equipment** - Equipment, hardware, components, and software to be maintained by Continuant is defined as covered equipment. All covered equipment items must be listed in the contract between Continuant and the customer to be covered under the Managed Services Package.
- **Customer Requirements Document (CRD)** - This is a document used by the Continuant Project Management Office (PMO) to document information about covered equipment, customer contacts, and other important information required by Continuant to deliver services effectively.
- **Authorized User** - An authorized user is an individual whom the customer's organization has authorized to request work, perform changes, and approve maintenance windows.
- **Service Transition** - The phase of the contract term, just after contract signatures, where setup activities begin. Setup activities may include identifying customer stakeholders, establishing remote access, documenting credentials, and activating event management.
- **Service Operation** - The phase of the contract term where all the service transition activities are complete. Service operation commences upon agreement between Continuant and the customer, once the service transition phase is complete.
- **Standard Business Days and Hours** - Business days are Monday through Friday, excluding Continuant observed holidays. Business hours are 8:00am - 5:00pm according to your local time.

## Customer Responsibilities

Customer will provide the following, which are necessary to seller's performance hereunder:

- Complete the Letter of Agency (LOA) document, containing carrier information, phone numbers, and service address(es)
- Participate in project cadence meetings
- Assist Continuant PM with data collection and RAID Log items
- Provide Continuant required Microsoft accounts and administrative roles to manage tenant and Teams policies and configurations
- Works with Continuant engineer to design the system and is available to help coordinate the install
- Provide data such as drawings, numbering schematics, and bandwidth capacity as required by the Continuant PM

- Provide a project contact for information gathering, escalation, and remote or onsite assistance, and schedules resources when necessary
- Customer is responsible to acquire or procure all Microsoft licenses and resource accounts (such as E3 or E5, Phone System, Conferencing, Meeting Rooms, etc.).
- Customer is responsible for its network and network management. Provide network availability for the Calling Plan Service and take responsibility for additional network requirements as outlined by the Continuant PM
  - The quality of audio, video, and application sharing over IP networks is impacted by the quality of end-to-end connectivity.
  - Teams only requires 1.2 Mbps per user for a typical call or meeting which includes audio, video, and desktop sharing, but actual bandwidth is dependent upon the activities of the user. Teams uses TCP ports 80 & 443. Teams also uses UDP ports 3478 through 3481.
- Provide remote or onsite access as required by the Continuant PM and engineering resources
- Assist in development, documentation, and participation of the User Acceptance Test (UAT) plan
- Complete and provide sign-off on UAT
- Provide recordings of all prompts to be used in the IVR Script(s)
- Client will provide sign-off on project completion documentation

## **Assumptions and Clarifications**

The scope and any responsibilities set forth above are based on, and in scoping and performing the services seller is relying on the accuracy of the assumption(s) set forth below:

- Customer-provided phones are Teams compatible.
- Customer is responsible to acquire or procure all Microsoft licenses and resource accounts (such as E3 or E5, Phone System, Conferencing, Meeting Rooms, etc.).
- After assigning a Phone System license to a user, it may take up to 24 hours for a user to be enabled due to the latency between Office 365 and Teams.
- Continuant will require Microsoft administrator roles to configure Teams and access to customer resource that has the permissions in the following areas:
  - Domain Name Administrator
  - Teams Administrator
  - User Administrator
- Customer will provide all necessary application configurations, including but not limited to:
  - VDI
  - Firewall configuration
  - DNS (internal and external)
  - SQL server (if applicable)
  - Anti-virus exclusions
  - Reverse proxy configuration
  - NAT/firewall configurations
  - QoS configurations

- Office and operating system versions, licensing
- Customer will contract with a Continuant-recognized PSTN carrier to deliver telephony services for Teams Calling via iPilot.

## **Out of Scope**

All services and items not identified in the preceding sections are out of scope and include but are not limited to the following:

- Providing any services or items other than what are specified herein
- Customer site surveys for discovery of requirements
- Cabling to phones
- Physical deployment of phones or headsets
- Decommission of legacy devices
- Tenant configurations not related to Teams with the Microsoft Phone Systems
- Design of conference/meeting rooms environment
- Any equipment not listed in the SOW budgetary BOM
- Providing any services or items other than what are specified herein
- Configuration of internal extensions in Microsoft Teams Dial Plan is not preferred. It is highly encouraged for users to place calls by searching the address book or dialing the full phone number for a target user.
- Contact Centers – This design document is not intended to detail any integration with contact center efforts for the customer.
- Calling Plans include E911 services through Intrado in the US & Canada. Continuant will provide the primary service address; additional location details (such as floor, room, IP addresses, etc.) are not included in this SOW.
- Configuration of Microsoft O365 for any other workload (IE SharePoint, Exchange, Azure) other than Microsoft Teams.
- Customer network assessment or configuration
- Configuration of any Microsoft Teams components which are not related to telephony or Meeting Rooms

## Managed Services

Continuant's Basic Support Plan is included in this SOW. Continuant's Extended and Premium Support packages are available for additional fees.

### Basic Plan

#### Global Service Desk

The Continuant Service Desk will be the primary communication point for services. The customer will have several ways of interacting with the Service Desk, which will be identified during service transition.

Service Desk activities shall include the following:

- Perform initial analysis, troubleshooting and diagnostics
- Provide proactive communication of service delivery
- Manage escalations to ensure timely and high-quality resolution
- Management of the online service portal, available to customers at: <https://continuant.service-now.com/sp>

#### Service Asset and Configuration Management

Continuant will maintain the necessary configuration items (CI) of all covered equipment, within Continuant's configuration management database (CMDB).

CIs vary by managed services offered and original equipment manufacturer (OEM), Continuant may store the following general CIs, subject to change:

- Part number
- Serial number
- Model number
- Software version
- Firmware
- MAC address
- IP address
- Licensing
- Location – site, building, floor, room, and area

#### Remote Incident Management

Incident management ensures normal service operation is restored as quickly as possible, and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout their lifecycles.

Remote incident management is provided 24/7 and ensures normal service operation is managed through remote connectivity. This service requires the customer to provide Continuant with remote access and login credentials to the covered equipment. Activities may include:

- Resolution of service disruptions and performance degradations on covered equipment.
- Remote diagnostics, troubleshooting, and remote support for onsite personnel.
- Management of incident escalations to ensure timely and high-quality resolution of all cases.
- Remote labor to repair or replace covered equipment, including the subsequent testing to confirm the correct operation of the device and its operational interface with associated equipment, communication facilities, and services.
- Closure of incidents after receiving confirmation from the affected authorized user that the incident has been resolved.
- Retention of overall responsibility and ownership of all incidents until the incident is closed, subject to customer approval.

Continuant may implement a firmware update or security patch to resolve an incident. If firmware or security patches are not made publicly available by an OEM, the customer is responsible for providing Continuant with a support contract, or other means, for Continuant to gain access to the firmware or patch.

## Incident Prioritization

Continuant classifies and prioritizes incidents according to impact and urgency. Continuant will evaluate incident impact and urgency to classify all incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3), and Priority 4 (P4) incident categories.

## Impact Definition

An incident is classified according to its impact on the business (the size, scope, and complexity of the incident). Impact is a measure of the business criticality of an incident, often equal to the extent to which an incident leads to the degradation of a service. The four impact levels are:

1. **Widespread** – The entire inventory of covered equipment is affected (more than three quarters of individuals, sites, or devices).
2. **Large** – Multiple sites are affected (between one-half and three-quarters of individuals, sites, or devices).
3. **Localized** – A small number of sites and/or users are affected (between one-quarter and one-half of individuals, sites, or devices).
4. **Individualized** – A single user is affected (less than one-quarter of individuals, sites, or devices).

## Urgency Definition

Urgency defines the criticality of the incident to the customer’s business. Continuant will work with customer to understand and set the proper urgency level. There are four urgency levels:

- **Critical** – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to customer’s business.
- **High** – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to customer’s business.
- **Medium** – Non-critical business function is stopped or severely degraded. There is a possible financial impact to customer’s business.
- **Low** – Non-critical business function is degraded. There is little or no financial impact.

Continuant Incident Management priorities are listed in the matrix below:

	Impact				
		Widespread	Large	Localized	Individualized
Urgency	Critical	P1	P1	P2	P2
	High	P1	P2	P2	P3
	Medium	P2	P3	P3	P3
	Low	P4	P4	P4	P4

Continuant will downgrade the incident priority in accordance with the reduced severity of impact or incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Ticket will be resolved by Continuant or customer upon validation of the issue remediation and the system’s returning to operational stability.

### Change Control

Continuant will manage the control of change activities of the covered equipment. The primary goal of this process is to ensure all potential risks of performing changes are documented and communicated. Continuant’s change control responsibilities may consist of the following activities:

- Raise and record changes.
- Assess the impact, benefit, and risk of proposed changes.
- Confirm business justification and obtain approval.

Three types of changes:

- **Standard** – Standard changes are defined as well-known, repeatable, and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard changes are preauthorized by the customer to be implemented per terms agreed upon by the customer. If the service owner is concerned about the risk and/or potential impact of a change on other services, then a normal or emergency change should be considered. A list of standard change templates may be provided upon request.
- **Normal** – Normal changes are defined as medium/high risk to business services, and therefore must follow the normal change management process. The urgency of normal changes may be upgraded to accelerate the timeline for implementation given customer business justification of an impending business impact.
- **Emergency** – Emergency changes are defined as high risk to the business and require implementation without proceeding through the normal change management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to address an imminent interruption in service. Emergency changes should leverage existing standard change procedures where applicable to reduce the associated risk. These changes should also be related to a corresponding incident where a service disruption or potential disruption has been recorded.

## OEM Management

Continuant will manage the customer's OEM support contract, when possible, by opening tickets with the OEM on behalf of the customer. The OEM is responsible for the fulfillment of their ticket.

Customer requirements:

- Customer must provide Continuant with a Letter of Agency (LOA) for representation for each OEM.
- Customer must provide Continuant with a copy of the OEM support contract, to include:
  - OEM support contract #
  - Description of support (i.e. 24/7, next business day, etc.)
  - Expiration date

For Microsoft customers:

- Continuant will establish a Cloud Solution Provider (CSP) relationship with the customer. The CSP relationship allows Continuant to open service cases with Microsoft on behalf of the customer, through Continuant's advanced support contract with Microsoft.
- Customer must accept the CSP relationship request from Continuant

## Simple Service Requests

A Simple Service Request (SSR) is a formal request from the customer for service on equipment. SSRs are considered a minor and routine configuration change affecting one user or device.

These requests do not require any research or review of documentation and are all completed remotely. SSRs are not scheduled and will be completed according to time to fulfill service level definitions.

The following types of work are considered an SSR and follow the below criteria:

- Low risk, System Administration Work (move-add-change-deletion).
- Affects a single user.
- A standard type of change does not require a normal or emergency change request.
- Can be done at will (does not require specific scheduled work window); fulfilled within SLO.
- Customer must allow Continuant remote access to the application or equipment to perform SSRs. The requested feature must be currently supported by the firmware present on the device and known to be working correctly. In some cases, a Simple Service Request may require the dispatch of a Continuant technician for on-site work. In this event, customer must provide approval before technician is sent on-site. On-site work will be billed at current time and material rates.
- Simple Service Requests are fulfilled during standard business hours as defined for the location.
  
- Expedited SSRs are requests that the customer requires to be completed within accelerated timeframes. Expedited SSRs will be subject to an additional \$50.00 per request.
- Additional remote SSRs, above the include fixed amount of five, may be added to the CMS Plan for \$33 a month. Please see your Continuant Account Manager to update the CMS Plan.
- Unused SSRs do not roll over to the following month.
- Onsite SSRs will be billed to customer under Continuant's T&M rates.
- Onsite SSRs cannot be expedited.

## **Complex Service Requests and Projects**

A Remote Complex Service Request is defined as medium-risk, remote system administration work performed within an application that affects multiple users. Remote Complex Service Requests must be completed in less than 40 hours. A Remote Complex Service Request requires an approved RFC. All Remote Complex Service Requests are to be billed T&M rates.

A project is any request where completion does not fit in the Remote Simple or Remote Complex types of service requests. A project will require a separate SOW to account for design, resource, schedule, and pricing.

## **Definitions**

- Managed Services Package – Continuant provides Managed Services in three packages: Basic, Extended, and Premium.
- Covered Equipment - Equipment, hardware, components, and software to be maintained by Continuant is defined as covered equipment. All covered equipment items must be listed in the contract between Continuant and the customer to be covered under the Managed Services Package.

- Customer Requirements Document (CRD) - This is a document used by the Continuant Project Management Office (PMO) to document information about covered equipment, customer contacts, and other important information required by Continuant to deliver services effectively.
- Authorized User - An authorized user is an individual whom the customer's organization has authorized to request work, perform changes, and approve maintenance windows.
- Service Transition - The phase of the contract term, just after contract signatures, where setup activities begin. Setup activities may include identifying customer stakeholders, establishing remote access, documenting credentials, and activating event management.
- Service Operation - The phase of the contract term where all the service transition activities are complete. Service operation commences upon agreement between Continuant and the customer, once the service transition phase is complete.
- Standard Business Days and Hours - Business days are Monday through Friday, excluding Continuant observed holidays. Business hours are 8:00am - 5:00pm according to your local time.

## Out of Scope

The following services and items are out of scope and are not included among the services:

- Providing any services or items other than what are specified herein
- Customer site surveys for discovery of requirements
- Cabling to phones
- Physical deployment of phones or headsets
- Decommission of legacy devices
- Tenant configurations not related to Teams with the Microsoft Phone Systems
- Design of conference/meeting rooms environment
- Any equipment not listed in the SOW budgetary BOM
- Configuration of internal extensions in Microsoft Teams Dial Plan is not preferred. It is highly encouraged for users to place calls by searching the address book or dialing the full phone number for a target user.
- Contact Centers – This design document is not intended to detail any integration with contact center efforts for the customer.
- Calling Plans include E911 services through Intrado in the US & Canada. Continuant will provide the primary service address; additional location details (such as floor, room, IP addresses, etc.) are not included in this SOW.
- Configuration of Microsoft O365 for any other workload (IE SharePoint, Exchange, Azure) other than Microsoft Teams.
- Customer network assessment or configuration
- Configuration of any Microsoft Teams components which are not telephony or Meeting/Rooms related
- Low-level design documentation

## Customer Responsibilities

Customer will provide the following, which are necessary to seller's performance hereunder:

- Complete the Letter of Agency (LOA) document, containing carrier information, phone numbers, and service address(es)
- Participate in project cadence meetings
- Assist Continuant PM with data collection and RAID Log items
- Provide Continuant required Microsoft accounts and administrative roles to manage tenant and Teams policies and configurations
- Works with Continuant engineer to design the system and is available to help coordinate the install
- Provide data such as drawings, numbering schematics, and bandwidth capacity as required by the Continuant PM
- Provide a project contact for information gathering, escalation, and remote or onsite assistance, and schedules resources when necessary
- Customer is responsible to acquire or procure all Microsoft licenses and resource accounts (such as E3 or E5, Phone System, Conferencing, Meeting Rooms, etc.).
- Customer is responsible for its network and network management. Provide network availability for the Calling Plan Service and take responsibility for additional network requirements as outlined by the Continuant PM
  - The quality of audio, video, and application sharing over IP networks is impacted by the quality of end-to-end connectivity.
  - Teams only requires 1.2 Mbps per user for a typical call or meeting which includes audio, video, and desktop sharing, but actual bandwidth is dependent upon the activities of the user. Teams uses TCP ports 80 & 443. Teams also uses UDP ports 3478 through 3481.
- Provide remote or onsite access as required by the Continuant PM and engineering resources
- Assist in development, documentation, and participation of the User Acceptance Test (UAT) plan
- Complete and provide sign-off on UAT
- Provide recordings of all prompts to be used in the IVR Script(s)
- Client will provide sign-off on project completion documentation

## **Customer Requirements Document**

Continuant will send a Customer Requirements Document (CRD) to the customer, which provides key information for service delivery. The customer is responsible for filling out the CRD, which will include:

- Customer representative contact name
- Authorized contacts to request support services
- Location of the site(s) to be managed
- Network connectivity detail and topology
- Covered Equipment information:
  - Location and naming scheme
  - As-built documentation and/or bill of materials
  - Managed IP addresses and system details
  - Simple Network Management Protocol (SNMP) community strings

- Credentials, telnet, and password access
  - Definition of customer-specific support policies
  - Maintenance contract or software support contract information
  - For Microsoft covered equipment: Customer must accept a CSP and CPOR relationship with Continuant and provide the necessary administrator roles to manage the covered equipment.
- Letter of Authorizations for third-party vendors

## **Continuant Remote Access and Event Management**

The Continuant Access and Monitoring Platform will allow remote access and monitoring for all covered equipment supported by CMS (Continuant Managed Services). The Access and Monitoring Platform includes a suite of management applications, consisting of software and hardware required for the delivery of services. Continuant requires the customer to help facilitate the installation and management of the access and monitoring platform. The Access and Monitoring Platform is deployed on the customer's network, in a single configuration instance or multiple instance configurations depending on the number, type, and location of the covered equipment. Any delay in establishing remote access or the deployment of the management applications may inhibit the ability for Continuant to deliver services.

The Access and Monitoring Platform is installed during service transition for the duration of the contract term. During the contract term, the customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the supplied access and monitoring platform. Installation of the remote Access and Monitoring Platform may require the following from the customer:

- Network connectivity established per Continuant-supplied guidelines
- Communications facilities and services, including internet and network configuration. These communication facilities and services must be maintained for the duration of the contract term.
- A resource person to support the installation activities of the hardware and software, which may include:
  - Racking
  - Connection to the network
  - Power connection to continuous uninterrupted power, suitable commercial power, and an Uninterruptible Power System (UPS), or other acceptable power back-up facilities.

The customer will use reasonable efforts to provide and maintain the Access and Monitoring Platform in good working order. The customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any hardware or software in the platform. Should this occur as a result of the customer's actions without first receiving written consent from Continuant, the customer will be responsible for reimbursing Continuant for the cost to repair any damage caused to the platform. Under no circumstance will Continuant be held liable to the customer or any other parties for the interruption of services, missed SLOs or for any other loss, cost, or damage that results from the improper use or maintenance of the platform.

Unless otherwise agreed upon, title to all monitoring platforms shall remain in the possession of Continuant. The customer must return all associated materials (hardware, software, and documentation) to Continuant immediately upon expiration or termination of the contract term. Continuant expects, at the time of removal, the platform shall be in the same condition as when installed, except what normal wear and tear is expected. The customer shall reimburse Continuant for the depreciated costs of any platform equipment, whereby the condition of which is deemed beyond normal wear and tear.

## **Assumptions and Clarifications**

The scope and any responsibilities set forth above are based on, and in scoping and performing the services seller is relying on the accuracy of the assumption(s) set forth below:

- Customer-provided phones are Teams compatible
- Customer is responsible to acquire or procure all Microsoft licenses and resource accounts (such as E3 or E5, Phone System, Conferencing, Meeting Rooms, etc.).
- After assigning a Phone System license to a user, it may take up to 24 hours for a user to be enabled due to the latency between Office 365 and Teams.
- Continuant will require Microsoft administrator roles to configure Teams and access to customer resource that has the permissions in the following areas:
  - Global Cloud Administrator
  - Teams Service Administrator
  - Domain Administrator
  - RTC Universal Server Administrators
  - Network monitoring access
  - Security Management
  - SQL Server SA (if Applicable)
  - Wireless Network Monitoring
  - Tenant access
- Customer will provide all necessary application configurations, including but not limited to:
  - VDI
  - Firewall configuration
  - DNS (internal and external)
  - SQL server (if applicable)
  - Anti-virus exclusions
  - Reverse proxy configuration
  - NAT/firewall configurations
  - QoS configurations
  - Office and operating system versions, licensing
- All pre-existing conditions are not covered under Managed Services.

# Your Investment

One-Time Charges	QTY	Price	Subtotal
Microsoft Teams Calling Plan Setup (500-999 Users)	1	\$13,587.50	\$13,587.50
Deploy: Teams Calling - Custom Dial Plan	1	\$869.60	\$869.60
Design: SBC	1	\$2,652.28	\$2,652.28
Deploy: SBC Configuration	1	\$1,608.76	\$1,608.76
Design: Analog Gateway	1	\$750.03	\$750.03
Design: Analog Gateway (Subsequent)	8	\$201.10	\$1,608.80
Deploy: Analog Gateway Configuration	9	\$657.64	\$5,918.76
Deploy: SBC/Gateway Field Deployment	10	\$380.45	\$3,804.50
Design: Dynamic E911	1	\$5,760.00	\$5,760.00
Number porting (per session) 50 or more DIDs per session; 1 Session - 10 Toll Free	6	\$300.00	\$1,800.00
Tenant provisioning (per session) 50 or more users per session	5	\$350.00	\$1,750.00
Compliance Recording Configuration	1	\$1,444.00	\$1,444.00
Design/Deploy: Adoption & Change Management	60	\$180.00	\$10,800.00
User Acceptance Testing (per session)	5	\$250.00	\$1,250.00
Ribbon SWe Edge includes vSBC, 10 SIP Sessions, 100 SIP Registrations, and 24x7 Support	1	\$534.14	\$534.14
Grandstream HT813 1-port FXS/1-port FXO Analog Gateway	5	\$65.86	\$329.30

Grandstream HT814 4-port FXS Analog Gateway	1	\$80.86	\$80.86
Grandstream HT818 8-port FXS Analog Gateway	1	\$136.48	\$136.48
Grandstream GXW4216 V2 16-port Analog Gateway	2	\$307.73	\$615.46

Subtotal **\$55,300.47**

\*Estimated Tax **\$5,076.58**

**Total \$60,377.05**

\*Travel, shipping, and other similar expenses (for the preparation and performance of Services) are estimates, the actual amount shall be invoiced to Customer separately after the expense is incurred plus 5% administrative fee. Where applicable, travel costs are factored using GSA standard rates. Applicable taxes are an estimate.

Monthly Charges	QTY	Price	Subtotal
Call Path with iPilot includes iPilot and 750 domestic outbound minutes	60	\$19.95	\$1,197.00
Ported DID	1000	\$0.25	\$250.00
E911 services	600	\$0.75	\$450.00
SIP Only with UDP/TCP includes 750 domestic outbound minutes	20	\$14.95	\$299.00
CMS Basic - CP (500-999 Users)	600	\$0.74	\$444.00
CMS Basic - CI (Small SBC/Gateway)	4	\$12.00	\$48.00
Ported Toll-Free Number	10	\$1.00	\$10.00
Compliance Recording CallCabinet Core Recording	30	\$14.95	\$448.50
Compliance Recording Audio Transcription with PCI Redaction Add-on CallCabinet PCI DSS Redaction + AI and Audio Transcription	1	\$30.00	\$30.00

Subtotal	<b>\$3,176.50</b>
*Estimated Tax	<b>\$291.60</b>
<b>Total</b>	<b>\$3,468.10</b>

## Payment Schedule

<b>Milestone</b>	<b>Milestone Payment</b>	<b>Price</b>
Deposit	Deposit - Due at Signing	\$27,650.47
Milestone 1	Due at Design Completion	\$16,590.00
Milestone 2	Due at Substantial Completion	\$8,060.00
Milestone 3	Due at Completion	\$3,000.00

**Total** **\$55,300.47**

# Terms & Conditions

1. **Subscription Service.** Any Connect Services ordered through Continuant will be licensed to Customer on a subscription basis with a monthly fee determined in accordance with this SOW and Rate Card.

2. **Connect Service Exclusions.** No 0+ or Operator Assisted Calling; May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 311, 511 and/or other x11 (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement) services in one or more (or all) service areas.

The Connect Service is not a telecommunications service and we provide it on a best effort basis. Important distinctions exist between telecommunications service and the Connect Service offering that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect Customer rights of redress before regulatory agencies.

3. **Term.** Connect Service and Coverage is offered on a monthly or multi-month basis as is determined in this SOW. The term begins on the date that Continuant activates Customer Connect Service and ends on the day before the anniversary date of Customer Term. Subsequent terms of this Agreement automatically renew on a monthly basis unless Customer give us written notice of non-renewal at least thirty (30) days before the end of the monthly term in which the notice is given. Customer is purchasing the Service for full monthly terms, meaning that if Customer attempts to terminate Service prior to the end of a monthly term, Customer will be responsible for the full month's charges to the end of the then-current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will immediately become due and payable. Customer will also be responsible for the next full month's charges in the event that Customer does not provide the requisite thirty-days' notice of termination prior to the expiration of the then-current term. Expiration of the term or termination of Service will not excuse Customer from paying all accrued and unpaid charges due under this Agreement.

4. **Number Transfer on Service Termination.** Upon the termination of Customer Service, we may, in our sole and absolute discretion, release to Customer new service provider the telephone number that Customer ported (transferred or moved over) to us from Customer previous service provider and used in connection with Customer Service if:

- Such new service provider is able to accept such number;
- Customer account has been properly terminated;
- Customer account is completely current, including payment for all charges and applicable termination fees; and
- Customer requests the transfer upon terminating Customer account.

4.1 **Connect Services Termination Fee.** Continuant requires all phone numbers to remain on our network for at least 1 month before they can be ported out. Customer may be charged a termination fee of \$19.99 per standard phone number and at our sole and absolute discretion, up to \$500.00 per vanity number if Customer service is terminated for any reason during the Term following the activation of Customer Service.

5. **Acknowledgements.** Regulated communications services in the applicable Home Territory provided by Nuwave Communications, Inc. (or its affiliate entity) ("**Nuwave Communications**"), in partnership with Continuant. The undersigned acknowledges that they have read, accepted, and agreed to the terms of service at <https://nuwave.com/policies/#Legal>, and understands that all billing will begin upon license/service activation. Continuant shall pass through any additional service fees, billed to Nuwave Communications, or any additional service fees or pass through fees or surcharges billed to or assessed against Nuwave Communications by any third party service provider or governmental agency as a result of the services provided to Customer hereunder, including, but not limited to, any costs or fees attributable to any USF fees or charges to the Customer. Customer shall be the sole and responsible Party for such pass-through fees and surcharges if and as applicable. Any additional fees not disclosed to Customer upon the date of signature, other than fees assessed by a governmental agency relating directly to Services provided to a Customer, must be approved by Customer. Approval will not be unreasonably withheld.

6. **Carrier of Record.** Nuwave Communications, Inc. (either directly or through its affiliate entity) shall be the Carrier of Record for Voice Calling Services provided to Customer in the applicable Home Territory. As the Carrier of Record Nuwave Communications shall be responsible for providing the Voice Calling Plan Services, and has assigned the billing and collection services to Continuant. Continuant shall provide the sourcing and managing service for the Customer for Voice Calling Plan Services which includes: service order arrangement, service provisioning management, trouble reporting referral, dispute resolution, billing, collection and settlement. The application of municipal, State, Federal taxes, surcharges and regulatory assessments for the Voice Calling Plan Services shall be included on the Customer invoices, and the Carrier of Record shall be responsible for the corresponding reporting and remittance of such charges applied to Customer(s) invoices to the proper State and Federal governing bodies.

## 7. **Emergency Calling Services.**

7.1. **Access to Emergency Calling Services.** The Services provide access to emergency calling services in specific countries, allowing most Voice Service Customers to access Emergency Services (911 in the United States and Canada, 999/112 in the United Kingdom and throughout the European Union, 999/995/993 in Singapore, and any other applicable Emergency Services number). Customer's access may differ depending on the Customer's location or the device(s) the Customer is using, and it works differently than Customer may have experienced using traditional wireline or wireless telephones.

7.2. **Emergency Service Availability Limitations.** Customer acknowledges that the Emergency Services may not be available in the event of a power failure, fraudulent use, non-payment of Services, failure of Customer's equipment, service outage, or network or Internet congestion or outage, and Customer accepts the responsibility of ensuring that it has alternate means to make emergency calls.

**7.3. Emergency Services Acknowledgement.** Customer expressly acknowledge that Customer is aware and understand the limitations of the Emergency Services calls using the Services(s) as set forth in this Agreement and agrees to the terms as set forth in the attached Emergency Services Policy at <https://nuwave.com/policies/>.

**7.4. Notification of End Users or Other Users.** Customer agrees to take appropriate action to ensure all End Users and other potential users of the Services have a clear understanding of the limitations of the emergency services calls.

# Let's Get Started

## Proposal Information

MSA Number: 04122023BB

Term: 36 months

## Billing Contact

Full Name:

Phone Number:

Email:

## Signer Info

Full Name:

Title:

Entity:

Customer

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Counter Signer

Full Name: Doug Graham

Title: CEO

Entity: Continuant Inc.

Counter

Signature: \_\_\_\_\_

Date: \_\_\_\_\_



This proposal will expire in 30 days.

