

Elevate Cloud-Based Unified Communication Solution

Scope of Work

Prepared for: City of Iowa Colony

Presented on: 7/5/2023

Version 2.6

Revision Number 01





City of Iowa Colony Elevate Cloud-Based Unified Communication Solution SOW

Revision History

Revision	Date	Name	Description of Change
1	1.6.23	Dana Landry	Initial design
2	7.5.23	Dana Landry	Updated phone style and quantities

Acceptance of Scope of Work

The use of signatures on this Scope of Work is to ensure agreement by City of Iowa Colony on project objectives and the work to be performed by DataVox.

Parties to Agreement

This Scope of Work (SOW) is made and entered into between DataVox, Inc., 6650 West Sam Houston Parkway South, Houston, Texas 77072 (“DataVox”) and City of Iowa Colony , 3144 Meridiana Parkway, Iowa Colony, TX 77583 (“Customer”), as of the date listed on the title page of this document.

Terms

When (but only when) signed by Customer and an authorized representative of DataVox this shall be a binding, legal contract.

The prices, specifications, and conditions in this SOW are satisfactory, and are hereby accepted in their entirety. Customer hereby agrees to purchase the Service and authorizes DataVox to do the work, and provide the materials specified, and payment will be made as outlined in the Payment section of this document. Any changes to this SOW must be in writing and signed by all parties.

DataVox reserves the right to modify payment terms at any time based on a review of the Customer's credit.

THIS AGREEMENT, WHEN SIGNED BY BOTH PARTIES (BELOW), SHALL BE GOVERNED BY THE TERMS AND CONDITIONS SET FORTH IN SECTION **Error! Reference source not found.** . THE AGREEMENT IS INCORPORATED BY REFERENCE AS IF FULLY SET FORTH HEREIN. THERE ARE NO OTHER AGREEMENTS, OR WARRANTIES, ORAL OR WRITTEN, EXCEPT AS EXPRESSLY STATED IN THIS DOCUMENT. THIS AGREEMENT CANNOT BE MODIFIED EXCEPT IN WRITING AND SIGNED BY BOTH PARTIES.

Customer acknowledges having read and understood all the terms and conditions specified in this SOW and acknowledges receipt of a complete executed copy of this SOW. Customer understands and agrees that this SOW and all of the terms and conditions hereof shall be a binding, enforceable contract when signed by Customer and by an authorized representative of DataVox.



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Approval Signatures

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

DataVox, Inc.

City of Iowa Colony

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



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1.0 Executive Summary

Under this Scope of Work (“SOW”), Customer will receive a cloud-based unified communication solution, powered by Elevate and Voice Telco Services. This SOW details the solution that DataVox will provide City of Iowa Colony , and describes the project management methodologies, pricing and other terms and conditions under this Agreement.

Under Elevate, Customer will receive a cloud-based telephone system, desktop software, and mobile app. For a detailed description of the products that DataVox is providing, see Section 4.0.

1.1 Primary Project Contacts

The table lists the primary DataVox and City of Iowa Colony contacts for this project.

DataVox		City of Iowa Colony	
Name/Role	Contact Information	Name/Role	Contact Information
Dana Landry Account Manager	Phone: 713-881-7180 Email: danal@datavox.net	Robert Hemminger City Manager	Phone:281-369-2471 Email: rhemminger@iowacolonytx.gov

1.2 Project Location

Services will be provided at the following locations:

Location	Address
New Location – Single Site	3144 Meridiana Parkway, Iowa Colony, TX 77583

2.0 Definitions

“Best Effort” means troubleshooting and diagnosis of the suspected issue, at the discretion of DataVox. Best effort does not guarantee any particular result, nor does DataVox promise to engage in a course of conduct to remediate any discovered issue.

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3.0 Implementation

DataVox will provide the following implementation to deploy the Elevate solution.


Features	Standard
Network Assessment	Remote
Onboarding Gathering	Remote
Status Calls	Weekly Emails
System configuration and testing	Remote
Number Porting	Included
Hunt Groups	Up to 10
Call Queues	Up to 5
Day of Go-Live Support	8 Hours (Remote)
Next-Day Support	Customer contacts Customer Service
Desktop and Mobile Application Training	Videos/Written Documentation
Admin Training	1 Hour (Remote)
Analog fax	Remote
Phone/Device Installation	Customer
Physical Site Survey	N/A
Custom Third-Party System Integration	N/A

4.0 In Scope Services



This section lists the in-scope services that DataVox will provide City of Iowa Colony.

4.1 Phones

DataVox will install and configure the following IP phones:



Phone	Name	Description	QTY
	Yealink T57W	<ul style="list-style-type: none"> 7" 800 x 480 capacitive adjustable touch screen Built-in Bluetooth 2.4 & dual band 2.4G/5G Wi-Fi Gigabit Ethernet PoE support USB 2.0 	18

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Phone	Name	Description	QTY
	Yealink EXP50	<ul style="list-style-type: none"> 4.3 Inch Color Screen LCD for T57W 	3
	Yealink T33G	<ul style="list-style-type: none"> Yealink HD Voice 2.4" 320 x 240-pixel color display with backlight Dual-port Gigabit Ethernet PoE support Opus codec support Up to 4 SIP accounts Local 5-way conferencing Support EHS Wireless Headset Unified Firmware Support YDMP/YMCS Stand with 2 adjustable angles wall mountable 	44

4.2 Conference Room Phones

DataVox will install and configure the following conference room phone:

Phone	Name	Description	QTY
	Yealink CP960	Full duplex IP Conference Room Phone	4
	Yealink CPW65	Wireless DECT Expansion Mics	4

4.3 Software

This section describes the software that DataVox will install and configure.



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Features	Elevate Pro User
Direct Dial Phone Number (DID)	✓
Unlimited Local & Long Distance (domestic)	✓
Up to five (5) endpoints	✓
PBX Features	✓
Admin Portal	✓
Desktop Client (Instant Messaging & Presence)	✓
Softphone	✓
Voicemail/ Voicemail to Email	✓
Voicemail to Email Transcription	✓
Audio Conference Bridge	Up to 200 users
Online Meeting – via AnyMeeting	Up to 100 users
Video Meeting – via AnyMeeting	Up to 30 users
Call Recording	✓
Webfax	✓
Business SMS	✓
Mobile Application	✓
Receptionist & Expansion Module Mode	✓
Active Directory, G Suite, Outlook, Slack, O365, MS Teams (Add-on) Sugar CRM, Zoho, and Zendesk Integrations	✓



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This section describes the licenses that DataVox will implement under the Elevate solution.

Part	Description	QTY
Elevate Pro User	Includes Cloud PBX with unlimited local and long-distance calling, connection to up to (five) 5 devices, chat, file sharing (10 GB/user), Online Meeting (100 web participants per meeting). One (1) license is required for each Elevate Pro User in the organization.	62
Cloud PBX Resource	Cloud PBX Resource Line (500 min) One line of service used for a single lobby, conference, paging device or general-purpose phone. Includes 500 min of usage. Cloud PBX Resource Line (pay per use) One line of service used for a single lobby, conference, paging device or general-purpose phone. All usage billed per minute.	4
Cloud PBX Fax	<u>Cloud PBX Fax Line</u> One line of service to be used with a fax machine. Requires a Fax Adapter (sold separately). Includes unlimited outbound local and long-distance business usage. <u>Cloud PBX Fax Line (500 min)</u> One line of service to be used with a fax machine. Requires a Fax Adapter (sold separately). Includes 500 min of usage. <u>Cloud PBX Fax Line (pay per use)</u> One line of service to be used with a fax machine. Requires a Fax Adapter (sold separately). All usage billed per minute.	0
WebFax	One Web Fax is included free with each user. Receive faxes through a personal and confidential web-based fax service. Your faxes arrive as PDFs attached to email. Send faxes directly from your PC.	62
Auto Attendant	One Auto Attendant is included free with each HPBX account. An Automated Attendant greets callers and routes calls to the right person, department, or information 24 hours/day. It is completely customizable to meet the specific needs of your business. First Automated Attended included at no charge.	2



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5.0 Project Out of Scope Services

The following services are outside the scope of work:

- ⊗ Procurement and installation of cabling, patch cords, racks, cabinets, and battery backups.
- ⊗ Procurement and installation of POE switches.
- ⊗ Any network consulting services to configure existing network devices outside the network devices provided within this SOW.
- ⊗ Uninstalling existing voice or data systems.
- ⊗ Uninstalling existing phones.
- ⊗ Move furniture to install phones.
- ⊗ Training classes not listed in this SOW.
- ⊗ Documentation not listed in this SOW.

IMPORTANT: Miscellaneous items may be required for completion during project execution which DataVox or the Customer did not foresee (for example, copper or fiber patch cables, power cords, and optics.) If miscellaneous items are required beyond what is included in the Bill of Materials, these items will be provided by the Customer, or the items can be purchased from DataVox following the standard change management process.

6.0 Support Services

DataVox includes a comprehensive support service agreement (SSA) for the term of the contract.

Support Service Agreement (SSA)	
Elevate Software Upgrades	✓
Basic Remote Programming Changes (Refer to Section 6.1)	✓
Phone Replacements	✓
Elevate Software Support	✓
Labor for Onsite or Remote Service-Related Issues	✓
No Trip Charges on Service Issues	✓
Priority DataVox Support & Guaranteed Response times	✓
Emergency Response 24x7x365	✓
Remote Emergency Response Within 30 Minutes	✓
Preferred Labor Rates	✓
Initial Diagnosis of Any Service Carrier Issues	✓
Priority Response Times for All Adds, Moves & Changes	✓



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6.1 Basic Remote Programming

- Basic Remote Programming changes, requiring 15 minutes or less, completed by next business day, included but not limited to:
 - User phone decommissioning.
 - User phone name change.
 - Voicemail password reset.
 - User password reset.
 - Configure user speed dials.
 - Configure line appearance.
 - Configure alerting name appearance.

6.2 Guaranteed Priority Response Times

DataVox agrees to provide the following response times for support issues.

Priority Level	Description	Response Time Remote	Response Time Dispatch	Service Availability
Emergency	<ul style="list-style-type: none"> • 50% or more of system users or stations unavailable • No incoming or outgoing calls • Voicemail down • Significant impact to the business • Overhead paging down 	30 minutes or less	4 hours or less	24x7x365
Non-Emergency	<ul style="list-style-type: none"> • Minimal impact to the business 	Next business day	Next business day	Monday-Friday 8:00am-5:00pm (CST) Excluding holidays
Basic Remote Programming	<ul style="list-style-type: none"> • Basic changes requiring 30 minutes or less for completion 	Next business day	Not Applicable	Monday-Friday 8:00am-5:00pm (CST) Excluding holidays

6.3 Service Level Agreement

In addition to the response times stated herein, in the event Customer's service availability, as defined in the *Service Level Agreement*, falls below the stated threshold, DataVox will issue a credit to Customer for that monthly billing cycle.

A copy of the *Service Level Agreement* can be found at <https://www.datavox.net/terms-and-conditions/>.

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6.4 Out of Scope Services

All items listed below are out of scope and not covered by the Support Service Agreement.

- Ongoing troubleshooting of carrier voice services, such as, Internet connectivity, and digital trunk connectivity, including troubleshooting related to a failed Network Assessment.
- Labor and hardware replacement associated with customer-provided equipment.
- Out of warranty/non-supported equipment.
- Onsite installation, moves, adds and changes.
- Onsite response times are not guaranteed for locations outside of the Greater Houston area (Outside of the greater Houston area is defined as greater than 50 miles one way from the DataVox Corporate Headquarters located at 6650 W. Sam Houston Pkwy S., Houston, TX 77072.
- Certain complex faults or functionality issues may not be resolvable without the Customer upgrading the system to a version currently supported by the manufacturer at the customer's expense.
- As replacement parts are manufacture discontinued, some products or components may become increasingly scarce or require replacement with substitute parts. This may result in delays in response or repair intervals, may require upgrades to other components or the entire product itself replaced with manufacturer supported technology at customer's expense in order to ensure compatibility and preserve Supported Product functionality.

7.0 Baseline Responsibilities

This section provides a general list of DataVox and Customer responsibilities that are common to many services described in Section 4.0.

7.1 DataVox Responsibilities

This section lists DataVox responsibilities per this SOW.

- Participate in the project meetings including, but not limited to kickoff, design, and close out.
- Review physical requirements with the Customer (for example, power, space, cooling, and network).
- Receive, inventory, stage, and preconfigure equipment at DataVox prior to deployment.

7.2 Customer Responsibilities

This section lists the Customer responsibilities per this SOW.

- Participate in the project meetings including, but not limited to kickoff, design, and close out.
- Provide all POE switches.

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- These are being provided via DataVox Network Scope
- Provide an approved router/firewall appliance.
- Provide all cabling, patch cords, racks, cabinets, and battery backups.
- Provide access to the network and available Customer documentation to facilitate the project objectives.
- Provide access to the Customers technical team to collect information and answer questions about the current configuration and to define any business requirements that will impact the configuration of the new equipment within this SOW.
- Provide any existing IP addressing and configuration standards used in the network.
- Provide adequate space, power and cooling based on the recommendations of DataVox.
- Provide space for receipt of project equipment at installation sites.
- Security of project equipment after it is delivered to the customer's site.
- Any necessary asset tagging.
- Move furniture, if required to install equipment.
- Provide adequate workspace for the DataVox project team while they are onsite at the Customer's facility.
- Allow unrestricted access to DataVox personnel to equipment included in the Bill of Materials as required to configure and troubleshoot until the Customer takes ownership of the systems.
- Allow appropriate remote access to equipment listed in the Bill of Materials until the Customer takes ownership of the systems. The remote access methods must allow connectivity for all necessary protocols and ports needed for DataVox to program and troubleshoot remotely.

7.3 Problems with the Customer's Legacy Equipment

Problems that are due to the customer's legacy equipment are the Customer's sole responsibility. If the issue must be resolved by DataVox, any labor and/or materials will be billable unless otherwise stated by DataVox.

7.4 Customer's Existing Network Environment

DataVox assumes no responsibility for the configuration of the Customer's existing wired or wireless network environments. DataVox will provide network design recommendations consistent with those used to configure the network devices listed in the Bill of Materials for this SOW. It is the Customer's responsibilities to configure existing network devices using the provided design recommendations.

IMPORTANT: DataVox will provide a Network Assessment (Line Test) prior to implementation of the new cloud solution to ensure that Customer's network is suitable to support cloud voice services. Any recommendations resulting from this Assessment, must be implemented by Customer prior to cutover of the new solution. If Customer is unwilling or otherwise refuses to update the data circuit, router, switch or



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other faulty component responsible for the failure, any troubleshooting by DataVox shall be subjected to “best effort” and shall be billable. Furthermore, DataVox also reserves the right to terminate this Agreement, and any termination pursuant to this Section 6.4 shall not relieve Customer of any payments or obligations due to any third-party leasing company.

DataVox professional services may be available to assist with any recommended changes to the customer network. These services are considered billable and outside this scope of work.

7.4.1 Voice Quality Issues

DataVox assumes no responsibility for any voice quality issues, including but not limited to call quality issues and/or phone issues as they relate to the cloud services (i.e., rebooting or reregistering phones).

8.0 Completion Criteria

Per scope of work, the services will be considered complete when:

- In-scope services detailed in Section 4.0 are completed.
- The system testing is completed.

NOTE: Customer signature on Delivery & Acceptance document cannot be delayed due to number porting or customer issues out of DataVox’s control.

9.0 Term and Payment

Cost Summary	One-Time	Monthly 60 Month Term
Unified Communication Services	\$9.00	\$1,358.33
Equipment - IP Phones DVXQ25445-01	\$6,735.00 \$200.67 Shipping	
Installation	\$4,100	
Surcharges & Fees*		\$295.02
Taxes*	n/a	\$195.74
TOTAL	\$11,044.67	\$1,849.09

*These are estimated taxes and fees. Actual taxes and fees will be billed

The stated total monthly payment listed above is the minimum price that Customer is obligated to pay under this Agreement. The Customer acknowledges and agrees that the monthly price is subject to an increase in subsequent months based on the number of users in the system. In the event Customer removes any users, it shall, at a minimum, be responsible for the monthly price stated herein.



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9.1 Taxes

To comply with current tax codes, DataVox will collect sales tax on the value of hardware, even when it is provided free, or with a rebate. This sales tax will be charged on your first bill.

9.2 Additional Fees

The following fees shall be billed to Customer as applicable:

Local Number port (per number) *1	\$3.00
Toll Free Number Port (per number)	\$10.00
Directory Listing Setup (per number)	\$15.00
Monthly cost of unused ported numbers	\$1.50ea

*1 Not all phone numbers are portable.

Additional Considerations

- The first monthly payment and implementation fee is due in advance.
- The Monthly Cloud Service Payment (portion of Total Monthly payment invoiced by DataVox) shall be billed beginning upon completion of the virtual phone system service activation.
- Your first bill may look different than other bills. It may include: (1) one-time fees and prorated charges for new services added during the prior month, (2) full charges for the next month, (3) applicable usage charges, as well as (4) associated taxes and fees.
- The monthly payment cost excludes:
 - Shipping for any ordered phones.
 - Sales tax.
 - Carrier/SIP provider fees and surcharges, federal and state telecommunications taxes, and other regulatory fees.
 - Toll-free calls (per minute charges will apply).
 - International per call per minute charges.

These charges will be assessed monthly and applied to your monthly invoice as applicable.

Customer Initials

9.3 Billing Disputes

In the event Customer disputes charge(s) billed to Customer's account, Customer shall notify DataVox in writing of such dispute within thirty (30) days of the date the disputed charge appears on Customer's account. The existence of a dispute will not relieve Customer of any amounts billed hereunder. Customer



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agrees and acknowledges that any dispute not provided in writing as required in this Section is hereby waived.

10.0 Termination

DataVox is committed to resolving any issues that Customer is experiencing with the overall performance of the Elevate cloud-based unified communications solution.

If after the first year of service and support, DataVox fails to resolve an ongoing severe service issue after being afforded the opportunity to cure said issue within thirty (30) days, Customer may provide written notice of its intent to terminate this Agreement, and this Agreement will be terminated on the sixtieth (60th) day from when notice is received.

In addition to the ability to terminate this Agreement under Section 9.0, DataVox also reserves the right to terminate this Agreement with the Customer for convenience with fifteen (15) days' written notice.

If mutually agreed upon, both parties may terminate this Agreement for convenience at any time during the term of this Agreement.

This Termination Section is only applicable to the Monthly Cloud Service Payment billed directly by DataVox, and all other agreements entered into by Customer, including but not limited to, lease agreements, shall remain in full force and effect.

11.0 Terms and Conditions

Customer acknowledges and agrees to the terms and conditions set forth in the *DataVox Standard Terms and Conditions, End User MSA, Service Level Agreement, Product Schedule, and Emergency 911 (E911) Notification Sheet*.

<https://www.datavox.net/terms-and-conditions/>

To the extent that any of the terms and conditions conflict with any provisions found within this Agreement, the provision contained within this Agreement shall control.

Customer initials required



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12.0 Notices

All notices required to be sent or given under this Agreement shall be sent in writing and shall be deemed duly given and effective (i) immediately, if delivered in person; (ii) the next business day, if delivered via electronic mail; (iii) if sent by registered mail, return receipt requested or first class postage prepaid, two (2) business days after deposit in the mail; or (iv) if sent by internationally recognized overnight delivery service, one (1) business day after delivery to a recognized overnight delivery service. In each case, notice must be addressed to the party entitled to receive the same at the address specified below:

If to Customer, then to:

Customer Name: _____

Attention: _____

Address: _____

Telephone: _____

Email: _____

If to DataVox, then to:

DataVox, Inc.

Attention: David Wilson, Vice President of Managed Services

6650 W. Sam Houston Parkway S.

Houston, Texas 77072

Telephone: 713-881-7141

With a copy to:

Legal Department – DataVox

Attention: Anuja Deshpande, General Counsel

6650 W. Sam Houston Parkway S.



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Houston, Texas 77072

Telephone: 713-881-7090

Email: legalnotices@datavox.net

13.0 Limitation of Liability

IN NO EVENT SHALL DATAVOX OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, ENHANCED, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOSS OF USE OF THE EQUIPMENT OR ANY ASSOCIATED EQUIPMENT, LOSS OF DATA, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, COST OF FACILITIES, DOWNTIME COSTS, CLAIMS OF CUSTOMERS OF CUSTOMER FOR SUCH DAMAGES, OR DIMINUTION OF VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY ACTUAL EFFORT SERVICES OR BEST EFFORT SERVICES PROVIDED UNDER THIS AGREEMENT, OR ANY CYBERSECURITY BREACHES (INCLUDING ANY BREACH UNINTENTIONALLY PASSED ON TO CUSTOMER BY DATAVOX), REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE; (B) CUSTOMER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.