



June 5th, 2019

TO: City of Stevenson
ATTN: Leana Kinley, City Administrator
7121 E. Loop Rd/PO Box 371
Stevenson, WA 98648

RE: Class5
5300 MacArthur Blvd., Suite 102
Vancouver, WA 98661
Link ID# 520976

Avaya Inc. ("Avaya") is pleased to confirm that Class5 is an authorized Reseller in good standing of Avaya products and solutions at the **Emerald** level.

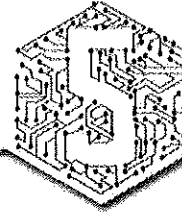
As an Avaya-authorized partner at the Emerald level, Class5 is authorized to resell, and to offer design services and Avaya support for the following business systems and associated peripheral equipment to end-user companies: Scopia Endpoints/Avaya Video, SME Communications. Class5 is authorized to provide installation and maintenance services, either directly or in partnership with Avaya, for the following:

Installation: SME Communications.

As an Avaya-authorized partner, Class5 is approved to provide the following for Avaya products:
Procure product and services from Avaya or Distributors (as approved) for resale to end users;
Extend Avaya software licenses and factory warranties to end users;
Obtain technical support services from Avaya;
Obtain and license Avaya software upgrades to end users;
Access Avaya engineering, system configuration, pricing tools, and training courses (sales, technical, installation, and maintenance); and
Participate in Avaya-sponsored marketing programs and product events.

Thank you for your confidence in Avaya and your choice of an Avaya-authorized reseller.

Regards
Avaya Global Channel Program Team
avayaedge@avaya.com



Executive Summary

Class5, Inc. has provided a bid for a new Avaya IP Office Hosted (Cloud-based) VoIP telephone system for the City of Stevenson. It will be provisioned to support 8 IP phones and a dedicated conference phone. Each phone set connects directly to the customers local network via hard-wire Ethernet connection and provides a passthrough data port to share a single connection with an existing network device such as a computer. Dial tone service is included for the entire system, including domestic Long Distance. The IP Office System can natively support six party conferencing (maximum of five external callers) with upgrade options for expanded enterprise conferencing. Voice Messaging (Voicemail box for all users) and Unified Communication (Voicemail to Email) is included.

Options to enable Desktop Integration via the Avaya One-X Mobile and Outlook Plugin applications with feature such as: integration of desktop phones with end user cell phones, call history and logging with Caller ID, live call monitoring, presence, and chat.

Once service is activated, all programming changes and updates that customer may need are performed free of charge via our support team. Typical change requests such as display name updates, password resets, button programming, and voicemail services, are typically implemented the same-day as customer requests are received without the need for a service call to site. A web based interface to directly manage the IP phones for individual users and system administrators is included should customer wish to perform self-management. Integration with third party productivity applications such as contact managers via an API is available.

As this is a subscription service for a proposed three (3) year term, all system software updates and support are included for the length of term.

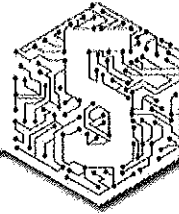
With the proposed three (3) year term subscription, the cost of the eight Avaya IP phones are waived at no additional cost to the city. The dedicated conference phone is detailed as a separate cost.

Class5 has invested heavily to create a robust, secure, feature rich, and fully protected cloud service environment that has been serving our customers continuously for many years. To ensure that our customers can be confident that their communications will be solid and secure, Class5 has created a resilient data center environment to house our cloud based communication platforms. The center is fully power protected with multi-layered UPS and independent natural gas generator systems with infinite run-time. Our WAN infrastructure utilizes advanced route protection algorithms and redundant multi-homed WAN service with alternate carriers that automatically engage to provide maximum uptime. The facility is fully secured via card key, and 24 hour security camera monitoring with alert notification. Call data is fully encrypted in real-time and point-to-point call authentication enforced.

The Avaya solution can perform all system features as defined in RFP, with some available as upgrade options and not included in quote pricing. The proposed solution is a Cloud-Based "Turn-Key" system that will support The City of Stevenson as requested with full service and support and capable of growth into the future and for all your additional facility locations.

Vancouver, WA
360-949-1381
Bingen, WA
509-493-4353

CLASS5



Formerly NW Communication Systems

Company Background Information

What We Do

Class5 Technologies is a telephone, network, and computing services and installation company. Proudly serving customers in the Portland Metro Area and Columbia River Gorge from our offices in Vancouver, WA and Bingen, WA. Our local technicians have experience installing, servicing, and repairing telephone and networking systems. We specialize in complete start-to-finish installations from basic infrastructure to complex voice and data integration. Voice over IP, otherwise known as VoIP, is a favorite at Class5. We service and install pure IP systems or hybrid systems, depending on our clients' needs. Class5 also offers hosted options for our clients, running all over the country from our offices in Bingen, and Vancouver Washington.

Our History

Class5 Technologies has been serving Oregon and Washington based companies for over 28 years. Originally, Class5 was founded under the Northwest Communications name in 1985 as an Oregon based business. In 2005, Northwest Communications opened its Bingen, Washington office, changed ownership and company name to NW Communication Systems. Since then, we have grown and expanded into Vancouver, WA to support our clients in the greater Portland Metro area. NW Communication Systems has been an authorized Toshiba Dealer and installer since July of 2005. We also support and maintain a wide range of legacy systems by AT&T, Lucent, Avaya, Nortel, Norstar, Panasonic, and many others.

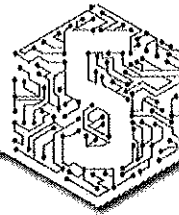
In 2017, NW Communication Systems merged its Telecom, IT, and Cloud Services divisions into a new entity now called Class5. As we continue to grow, we look forward to supporting our 600+ local business customers utilizing a wide array of systems. Our deep experience helps provide our clients with the best service possible.

What We're About

We at Class5 Technologies take pride in our work and service to our clients. At the heart of it, we are a service company that leverages technology to help our clients achieve their business goals. The technology we utilize has been carefully evaluated and selected to meet our customers' needs now and into the future. We deliver solutions, not just equipment. Each customer is unique and so are their IT needs. By putting each client's needs first, we form a business partnership that lasts well into the future beyond the initial sale. When clients win, so does Class5.

Vancouver, WA
360-949-1381
Bingen, WA
509-493-4353

CLASS



Formerly NW Communication Systems

Company Background Information Cont'd

Legal Name of the Company

Paskey Enterprises, Inc. DBA: Class5

Number of years in business

34 years. Founded in 1985, under current ownership since 2005 (14 years)

Headquarters location

5300 MacArthur Blvd., Ste. 102
Vancouver, WA 98661
509-493-4353
www.class5technologies.com

Company type

Founded in Washington State on July 14, 2005 as an "S" corporation.
DUNS# 016997269

Number of employees: 7

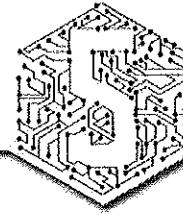
Customer Support & Operations: 1
Administrative Support: 1
Telecommunications: 4
Computer & Network: 1

Tax ID number

Federal Tax ID# 55-0901016

Company Experiences and References

See Exhibit A for reference projects



1. Response to RFP Requirements

Proposers should provide in-line responses to all requirements outlined below:

Technical Requirements

Platform

Does the vendor develop and maintain the platform solution in-house or does it resell another vendor's solution? Resell of Avaya platform.

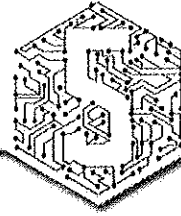
Where is the platform hosted? Is it centrally hosted or geographically distributed? Please provide a map or list of datacenter hosting locations. Describe guaranteed availability/up-time. Include standard Service Level Agreement (SLA). Centrally hosted in protected data center in Vancouver, WA

1. What business continuity / system survivability options are available? Cloud/Offsite Backup
2. What happens to service in the event of a local power or WAN outage?
 - Power automatically protected via multi-layered UPS and independent natural gas generator systems with infinite run-time.
 - Automatic protection from WAN outages via advanced routing protection algorithms and redundant multi-homed WAN service with alternate carrier.
3. Please describe platform security measure. How is call data protected?
 - Controlled access data center via card key, and 24 hour security camera monitoring with alert notification.
 - Call data fully encrypted in real-time and point-to-point call authentication enforced.

Service

City of Stevenson requires the following basic phone service requirements:

Service	Vendor Response (Y/N) / QTY*	Included or Optional**
Number portability for all numbers	YES/ALL	INCLUDED
Extension dialing, regardless of geographic location	YES	INCLUDED
Unlimited local dialing	YES	INCLUDED
Unlimited domestic long distance	YES	INCLUDED
International dialing (include current rates)	YES	Optional
Toll-Free service (include current rates)	YES	Optional



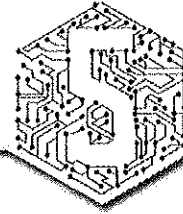
System Management

1. How is the system managed/administered? Please describe customer Administrator interface.
 - Administration included with service (Free). Customer can manage individual extensions via web interface if desired.
2. Is self-service supported? Yes
3. How are moves, adds, and changes performed? Remote Support Service
4. How is service added, removed? Remote Support Service
5. Please describe real-time reporting options. Call logs via MS Outlook Plugin or CDR via email.

Features / Functions

City of Stevenson requires the following basic features/functions:

Feature	Vendor Response	Included or
	(Y/N) *	Optional**
Cloud managed platform	YES	INCLUDED
Direct dial user number	YES	INCLUDED
Conference calling/Voice conference technology	YES	INCLUDED
Caller ID/Speaker phone	YES	INCLUDED
Call forwarding using mobile or desk application	YES	INCLUDED
Unified messaging	YES	INCLUDED
Hot desking	YES	INCLUDED
Virtual Fax	YES	Optional
Intercom capabilities	YES	INCLUDED
Mobility/softphone	YES	INCLUDED
Find me/Follow me	YES	INCLUDED
Chat/Presence	YES	Optional



5. Implementation

What is your standard operating procedure for implementing a project such as this? Please give a brief overview of your methodology, not a detailed project implementation plan.

1. Discuss the roles on your implementation team, such as Account Manager, Business Analyst, Project Manager, Tester, Trainer, etc.
 - Project Coordinator – Manages preparation and customer contact
 - Technician – Programming, implementation, training, and service
2. What are the typical challenges in this type of implementation? Network infrastructure
3. What is the typical timeline for an implementation of this nature?
 - 7-10 Business days for material procurement
 - 5 Business days for programming consultation
 - 1 Business day for installation and implementation
 - 1 Business day for training and programming adjustments

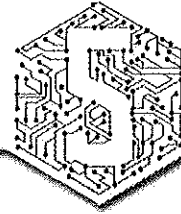
6. Support and Maintenance

Platform Maintenance

1. What is your strategy for ensuring connection is operating 24/7?
 - High-survivability data center
 - Advanced multi-homed and redundant WAN
2. What is your strategy for upgrading your current service?
 - Quarterly scheduled maintenance windows to apply system updates
3. Is deployment of changes seamless, non-disruptive, and remote? Explain the process.
 - Varies according to update. Typically, minimal down-time and remotely performed.
4. Are new features automatically available to existing customers? Or is a service upgrade required? Typically, available after system updates.

Customer Service and Technical Support

1. What levels (tiers) of service do you offer and what are the details of each level of service?
 - Single level direct customer support.
2. Detail the issue resolution process.
 - Ticketing process with tracking
3. What is your average time to solve a moderate to difficult issue? 1 business day
4. Is support available 24x7?
 - Standard Support M-F 8AM-5PM
 - Emergencies 24x7x365 w/1 hour call-back



Survivability / Redundancy

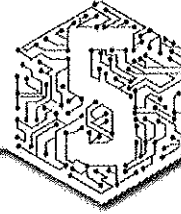
1. How is the vendor's service delivery platform distributed?
 - Regionally
2. Are there multiple, redundant instances at geographically dispersed datacenters?
 - Yes/Optional
3. What happens to service in the event of a public Internet outage?
 - Typically, this instance is restricted to a single carrier outage and is resolved by automatically re-routing our connection at the data center through an alternate carrier.
4. What happens to service in the event of a local power or WAN failure?
 - This is interpreted as an outage at the customers (local) site. In such cases, your service will automatically still receive and route calls as defined by your auto attendant and voicemail handling rules. E.g., Calls to main number will reach auto attendant and route according to options defined. Calls will route to voicemail until local WAN service restored.
 - Messages left in Users voicemail boxes will continue to be delivered via email.
 - Optionally, if customer is using the Twinning feature with the cellphone app, calls will automatically ring to off-site destinations or cellular devices.
5. What routing options does the vendor provide in the event of an outage?
 - See response to #3 above.

7. Pricing

The RFP evaluation process is designed to award this procurement to the vendor whose proposal best meets the requirements of this RFP provided the cost is within the budget. The proposal shall include all costs for collecting, reporting and implementing the work to be done as required by the Scope of Work. **No estimates shall be excepted.** Vendors are required to collect and pay all Washington State sales tax, if applicable. Costs for subcontractors are to be broken out separately, if needed.

Proposers should complete the Pricing Proposal Form (Attachment 1 to this RFP). Additional vendor sales quotes, hardware details, or other pricing material may be included in this section.

See Quote Attachment: Powered by Avaya Hosted VoIP #RR000790 for details.



RFP Schedule

This schedule outlines the major activities that will occur in this bid process and the due dates. Any changes in deadlines will be communicated to all suppliers in writing. We reserve the right to disqualify any supplier who does not comply with these deadlines.

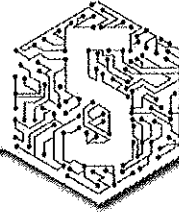
Activity	Date/Time
RFP Released	Wednesday, May 8, 2019
Deadline for Questions	Tuesday, May 28, 2019, 4:00 pm
Answers Released / Addenda Issued	Friday, May 31, 2019
Proposal Submission Deadline	Wednesday, June 5, 2019, 4:00 pm
Proposal Review	Thursday, June 6, 2019
Bidder Presentations / Negotiations	June 10-14, 2019
Award	Thursday, June 20, 2019
Contract Start	Monday, June 24, 2019
Implementation Period	June 24 – July 28, 2019
Go-Live	Monday, July 29, 2019

Cost of Preparing RFP Response

All costs associated with responding to this RFP are the sole responsibility of the responding company.

Non-Discrimination

All selected vendors must comply with the City of Stevenson’s equal opportunity requirements. The City of Stevenson is committed to a program of equal employment opportunity regardless of age, sex, marital status, sexual orientation, race, creed, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability. It is the City of Stevenson’s policy to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964, be excluded from participation in, be denied the benefits of, or be otherwise discriminated against under any of its programs and activities. Class5 is an Equal Opportunity Employer.



Non-Collusion

Submittal of a signed response to this RFP constitutes a sworn statement that the document is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the vendor has not induced or solicited others to submit a sham submittal, or to refrain from responding. Affirmed.

Warranty

The vendor shall warranty that the information is true and correct at the time of the submission. Affirmed.

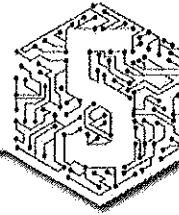
Additional Information

Submitted responses to this RFP become the property of the City of Stevenson, WA. The City of Stevenson reserves the right to use any and all ideas included in any response without incurring any obligations to the responding company or committing to procurement of the proposed services. Affirmed.

Attachments

- Pricing Proposal Form
 - See Quote Attachment: Powered by Avaya Hosted VoIP #RR000790 for details.

- City of Stevenson – Blank Professional Services Agreement, for informational purposes on our required contract language.
 - Professional Services Agreement to be negotiated upon award of project. City of Stevenson's standard agreement is not structured for a term service agreement with discount incentives that require performance assurances and will need to be updated.



Pricing Proposal Form

See Quote Attachment: Powered by Avaya Hosted VoIP #RR000790 for details.

Description	Unit Price	QTY	TOTAL
Account setup			
Project Management			
Solution Sales Engineering			
Number Porting			
Solution Configuration / Customization			
Solution Testing / Verification			
Deployment support			
User Training (remote)			
User Training (onsite)			
Administrator Training (remote)			
Administrator Training (onsite)			
Deployment Engineering / Technical Support (remote)			
Deployment Engineering / Technical Support (onsite)			
Hardware			
Standard Handset - Make/Model: _____ (Purchase option)			
Executive Handset - Make/Model: _____ (Purchase option)			
ATA device (for traditional fax, analog interface)			
Voice gateway (to support survivability options) (Optional)			

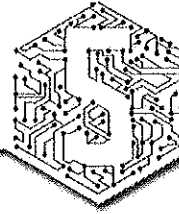


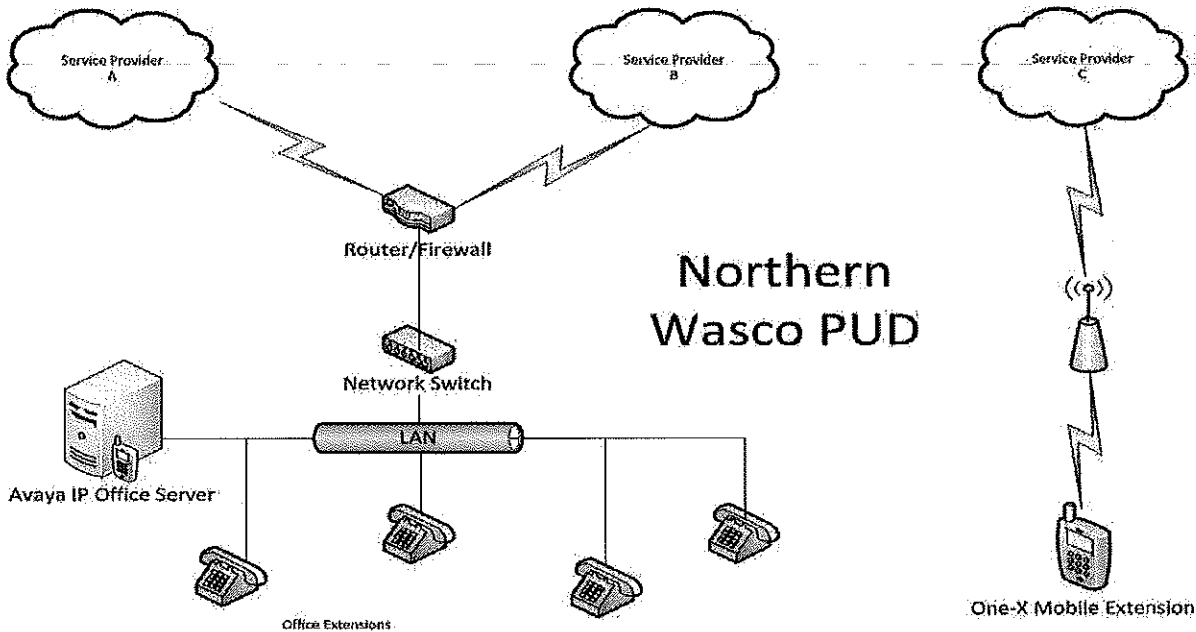
Exhibit A: References

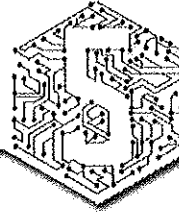


1. Northern Wasco County PUD

John Schillinger
2345 River Road
The Dalles, OR 97058
(541) 296-2226

Class5 installed and is currently supporting a traditional Avaya IP Office 500 V2 hardware-based digital telephone system on-premise at the main headquarters office for Northern Wasco County PUD with 45 Handsets in use. This system is using dual WAN service provider connections with automatic failover capabilities to ensure high availability and redundancy. Dialtone is provided by Class5 SIP trunk service. Client is using Avaya's One-X Mobile application on cell phones to extend their office extension to their mobile device to stay connected.

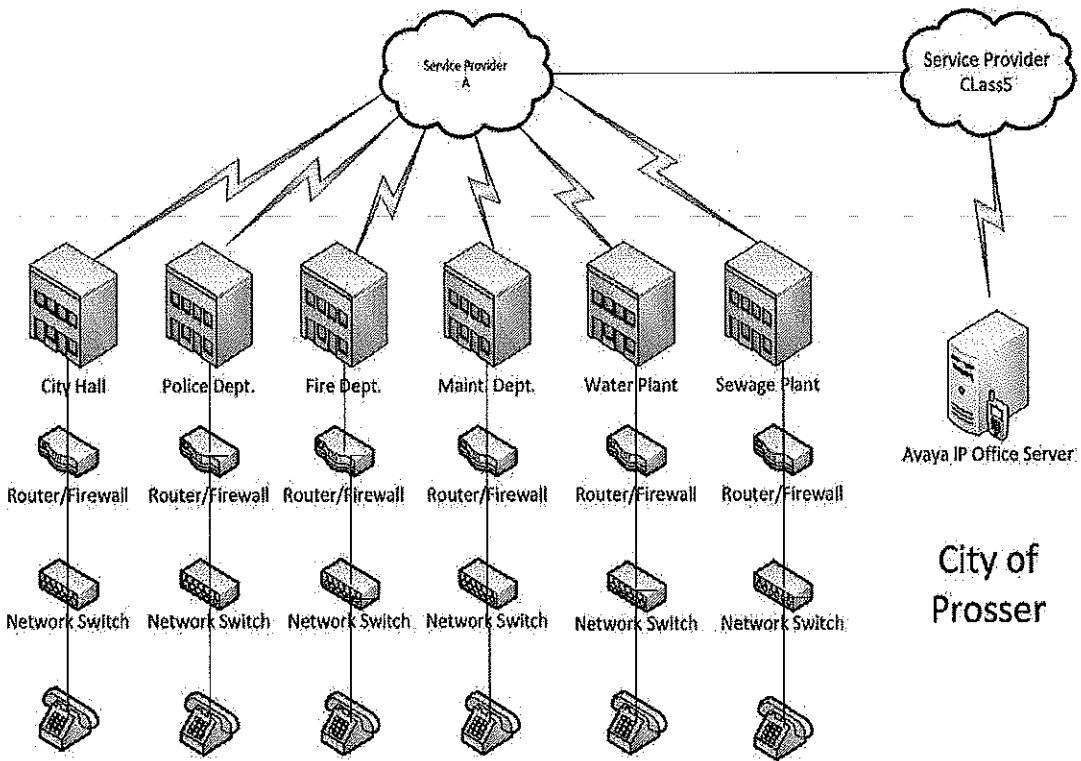


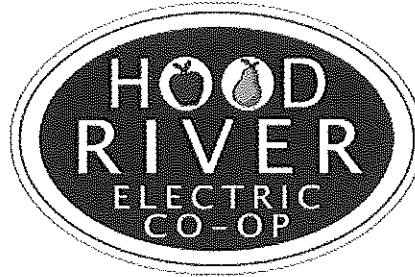
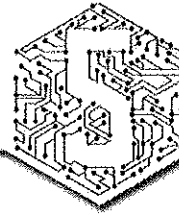


2. City of Prosser

Rachel Shaw
601 7th Street
Prosser, WA 99350
(509) 786-2332

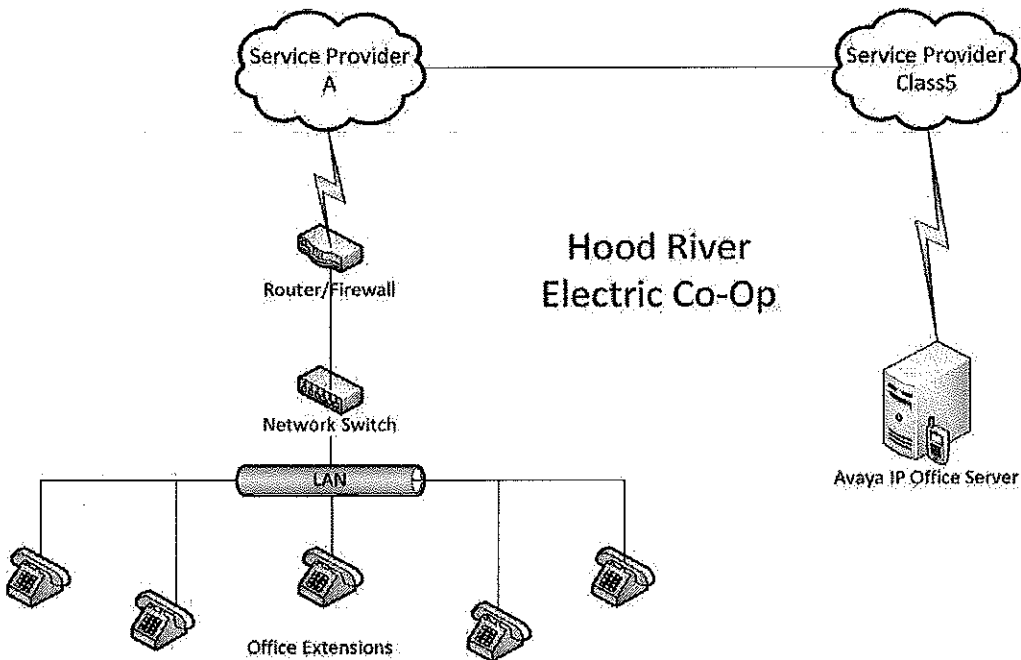
Class5 installed and is currently supporting a virtualized Avaya IP Office telephone system (Server Edition hosted in our protected data center) with 55 Handsets distributed between six (6) municipal facilities. This system covers the entire municipal infrastructure including the Police, Fire, Maintenance, Waste Treatment, Water Treatment, and City Hall facilities. Dialtone is provided by Class5 SIP trunk service.

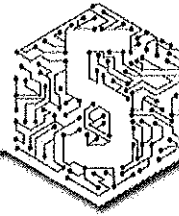




- 3. Hood River Electric Cooperative
Brenda Lewis
3521 Davis Drive
Hood River, OR 97031
(541) 354-1233

Class5 installed and is currently supporting a virtualized Avaya IP Office telephone system (Server Edition hosted in our protected data center) with 14 Handsets at their Headquarters facility.





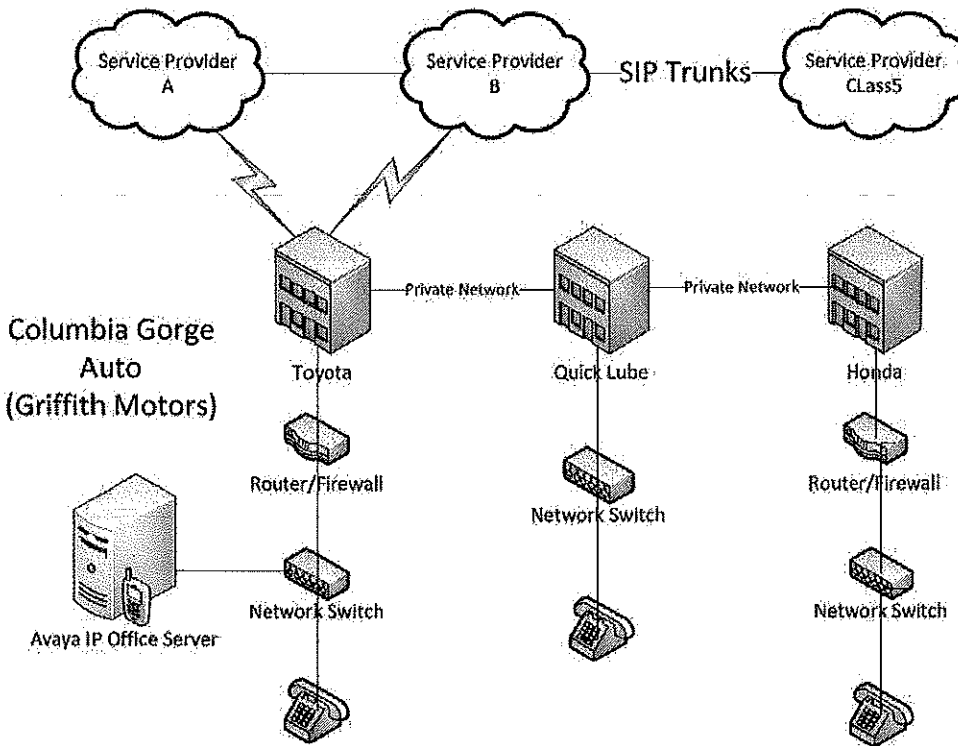
COLUMBIA GORGE

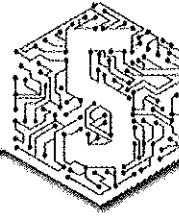
TOYOTA & HONDA

4. Columbia Gorge Toyota & Honda (Formerly, Griffith Motors)

Chris Cady
1900 W 6th St
The Dalles, OR 97058
(541) 296-2271

Class5 installed and is currently supporting an Avaya IP Office (Server Edition/On-Premise) with 40 Handsets distributed between three (3) campus facilities. This system is using dual WAN service provider connections with automatic failover capabilities to ensure high availability and redundancy. Dialtone is provided by Class5 SIP trunk service.





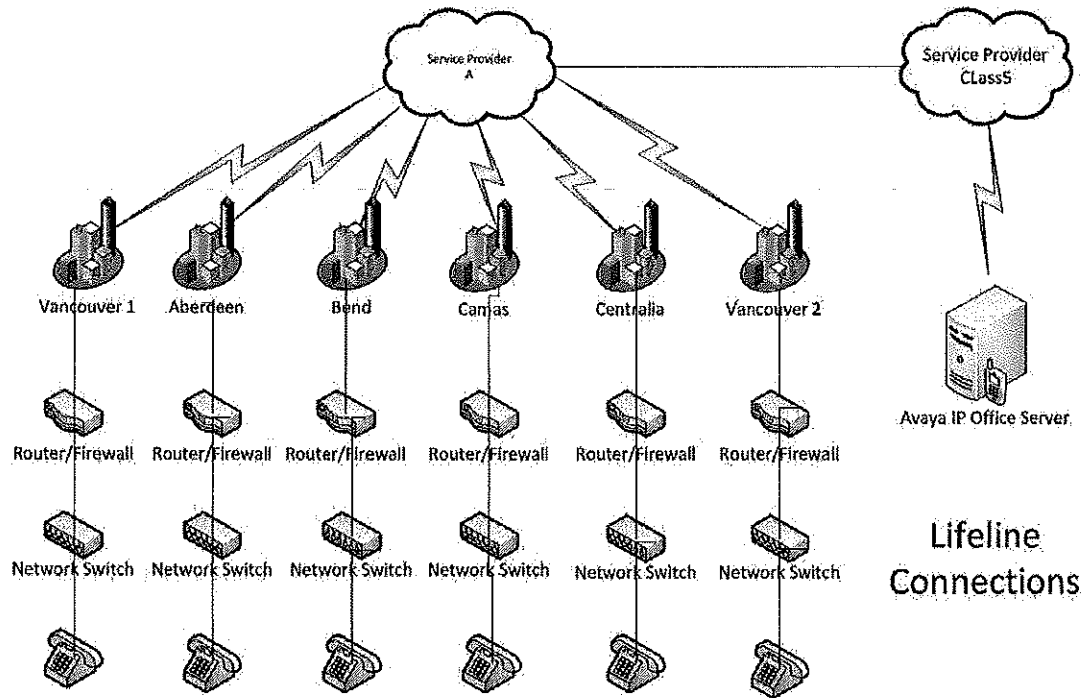
Lifeline Connections

mental health & substance use treatment

5. Lifeline Connections

Ed Welsh
1601 E Fourth Plain Blvd, Bldg. 17, Ste A212
Vancouver, WA 98661
360) 397-8246

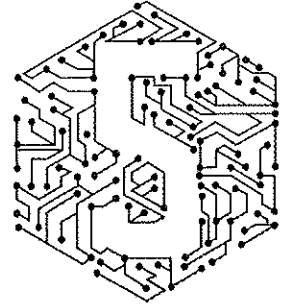
Class5 installed and is currently supporting a virtualized Avaya IP Office telephone system (Server Edition hosted in our protected data center) with 233 Handsets distributed between twelve (12) facilities throughout Washington State.



CLASS5

5300 MacArthur Blvd
Suite 102
Vancouver, WA 98661
3609491381
s5technologies.com

CLASS



Powered By Avaya Hosted VoIP (36 month)

Quote # RR000790 Version 1

Prepared for:
City of Stevenson

Prepared by:
Rick Refsland

Powered By Avaya - Standard

Description	Discount	Recurring	Qty	Ext. Recurring
Powered By IPO Telephone User - 36 month TERM	\$0.00	\$19.95	9	\$179.55
- Hold, Transfer and Forward / Pickup, Park, Personal Park - Voicemail and voicemail-to-email / Virtual receptionist - Simultaneous ringing - ring groups / Ring - Hunt Groups - Caller ID Extension Dialing / Customizable Music on Hold - Ad-hoc meet me conferencing (6 users) - Do Not Disturb / Hot Desking / Twinning / HD Voice - Automated after-hours service - Outgoing 911 / internal calling				
Talk Path - incoming external calls and ring groups, outgoing external calls	\$0.00	\$5.00	9	\$45.00
Additional Features				
Monthly Subtotal:				\$224.55

Equipment Purchase - VOIP

Description	Discount	Price	Qty	Ext. Price
Avaya Phones				
Avaya 9608G IP Phone - 4 line Monochrome display, dual Gig, PoE powered; HD speakerphone - PROMO (MSRP \$397.75)	\$397.75	\$0.00	9	\$0.00
3rd party phones				
Avaya B179 IP Conference Station - Wired - Wall Mountable	\$0.00	\$540.33	1	\$540.33
Network Equipment				
Subtotal:				\$540.33

Set Up Charges (Nonrecurring) - VOIP

Description	Discount	Price	Qty	Ext. Price
Service Activation	\$0.00	\$40.00	1	\$40.00
Service Activation				
Setup Fee -Phone Setup Charge	\$0.00	\$20.00	9	\$180.00
Phone Setup Charge				

Set Up Charges (Nonrecurring) - VOIP

Description	Discount	Price	Qty	Ext. Price
Setup Fee: Number Porting Number Porting- Transferring your current phone #s to our Network - Per ported #	\$0.00	\$10.00	1	\$10.00
Onsite Options				Subtotal: \$230.00



Powered By Avaya Hosted VoIP (36 month)

Prepared by:

CLASS5

Rick Refsland
3609491381
Fax 5094932569
rick.refsland@class5technologies.com

Prepared for:

City of Stevenson

7121 E. Loop Rd.
PO Box 371
Stevenson, WA 98648
Leana Kinley
(509) 427-5970
leana@ci.stevenson.wa.us

Quote Information:

Quote #: RR000790

Version: 1
Delivery Date: 06/06/2019
Expiration Date: 07/05/2019

Quote Summary

Description	Amount
Equipment Purchase - VOIP	\$4,120.08
Set Up Charges (Nonrecurring) - VOIP	\$230.00
Discount:	\$3,579.75
Total:	\$770.33

Monthly Expenses Summary

Description	Amount
Powered By Avaya - Standard	\$224.55
Monthly Total:	\$224.55

Payment Options

Description	Payments	Interval	Amount
Term Options			
36 Months	36	Monthly	\$224.55
	1	One-Time	\$770.33

Summary of Selected Payment Options

Description	Amount
Term Options: 36 Months	
Selected Recurring Payment	\$224.55
Total of Recurring Payments	\$8,083.80
Total of Payments	\$770.33

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

CLASS5

City of Stevenson

Signature: _____

Signature: _____

Name: Rick Refsland

Name: Leana Kinley

Job Title: Sales

Date: _____

Date: 06/06/2019

Terms and Conditions

Terms and Conditions

CLASS5 MASTER TERMS AND CONDITIONS OF SERVICE (VoIP)

This document is between CLASS5(CLASS5) and the Customer ("Customer") of the VoIP voice service as identified on the Master Services Agreement. Any CLASS5 services or products ("Services") made available to Customer shall be governed by the terms and conditions herein. By activating the Services, Customer acknowledges reading, understanding and accepts the terms and conditions herein.

1. **TERMS AND CONDITIONS.** The terms and conditions stated herein are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer, including, without limitation, purchase orders and specifications. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby objected to by CLASS5, and any such documents shall be wholly inapplicable to any sale made or service rendered here-under and shall not be binding in any way on CLASS5. No waiver or amendment to this contract or these terms and conditions shall be binding on CLASS5, unless made in writing expressly stating that it is such a waiver or amendment and signed by a duly authorized representative of CLASS5.

2. **TERM.** The term of this Agreement ("Term") begins on the date of installation and continues for a continuous thirty-six (36) month period, unless otherwise noted. At the end of Term, the Services are automatically renewed on a Month to Month basis. Customer agrees to pay for remaining Services for the duration of the Term. Expiration of the Term does not alleviate Customer of responsibility for paying all unpaid, accrued charges due here-under. Upon end of Term all Services will revert to current Month to Month pricing.

3. 911 AND SERVICE REQUIREMENTS.

a. **911.** Customer acknowledges that CLASS5's Services do not support traditional 911 emergency dialing at this time. CLASS5 does offer limited 911 services as described in the paragraph immediately below. Nevertheless, Customer agrees to notify as appropriate, any of its users of the Services, who may place calls using Customer's phone services, of the 911 limitation. CLASS5 advises Customer to maintain an alternative means of accessing traditional 911 services such as traditional telephone services or cellular phone services.

b. **Outages due to Electrical, Internet or other General Failures.** Customer acknowledges that the Services will not function in the absence of electrical power, access to the Internet or other general failures associated with the VOIP network. Customer acknowledges that the Services will not function if there is an interruption of Customer's broadband or high-speed Internet access service.

c. **Non-Voice Systems.** Customer acknowledges that the Services are not set up to function with out-dialing systems including home security systems, medical monitoring equipment, satellite television systems and some facsimile systems. Customer has no claim against CLASS5 for interruption or disruption of such systems by the Services.

4. **EQUIPMENT.** In offering the Services, CLASS5 may supply CLASS5 owned Equipment to Customer. All Equipment shipments are F.O.B. CLASS5's facility. CLASS5's liability for delivery shall cease, and title (if applicable) and all risk of loss or damage shall pass to Customer upon delivery to carrier. Customer shall be required to obtain authorization from CLASS5 to return any Equipment. CLASS5 will repair or replace Equipment if the Equipment is deemed to be defective. CLASS5 will not cover replacement for lost, stolen, mistreated or modified equipment. Unless and until any equipment is specifically purchased, all equipment remains the property of CLASS5.

5. BILLING, CHARGES AND PAYMENT.

a. **Payment.** Upon purchase of the Service, Customer must provide an authorization for automatic Electronic Funds Transfer or a valid credit card number from an accepted issuer (American Express, MasterCard or Visa). Customer authorizes CLASS5 to charge the Customer via EFT or credit card number for all charges arising from Customer's use of the Services. Customer agrees to notify CLASS5 of any change to the bank or credit card information including, but not limited to, changes in account number, expiration date or billing address. CLASS5 shall not be responsible for any charges made by the bank or credit card issuer to Customer's account for exceeding credit limit, insufficient funds or other reasons.

b. **Credit Terms.** All Services provided to Customer and covered by the Agreement shall at all times be subjected to credit approval or review by CLASS5. Customer will provide such credit information or assurance as is requested by CLASS5 at any time. CLASS5, in its sole discretion and judgment, may discontinue credit at any time without notice.

c. **Billing.** CLASS5 will send or make available to Customer a monthly invoice for the Services and bill all charges invoiced to Customer's account to the Customer credit card. Such charges shall include activation fees, monthly service fees, shipping charges, disconnection fees, equipment charges, toll charges, taxes and any other applicable charges. Monthly service fees are paid in advance of each month's service; toll charges and any other applicable charges are billed at the end of each month's service. CLASS5 reserves the right to charge the Customer credit card for toll charges at any time if Customer's cumulative toll charges for the current month exceed two hundred and fifty dollars (\$250.00). Billing for monthly service fees commences upon purchase of the Services, and the monthly service fee shall be prorated to take into account any partial month that may occur as the result of the date monthly service fees are initiated.

d. **Late/Non-Payment.** If any charges for the Services are due but unpaid for any reason including, but not limited to, non-payment, insufficient funds, or declined Customer credit card charges, CLASS5 may suspend or terminate the Services and all accrued charges shall be immediately due. CLASS5 may charge Customer interest (1.5% per month) on those charges and a late fee of 10% of the past-due balance. If customer fails to pay CLASS5 within 30 days of billing date, CLASS5 has the right to disconnect the Services without notice and/or send to collection. Upon disconnect, Customer agrees to immediately pay all amounts owed to CLASS5. CLASS5 reserves the right to charge Customer a \$150.00 reestablishment of service fee. Upon disconnect a valid credit or debit card will be required to reinstate service. If payment is not made in full within 60 days, CLASS5 has the right to repossess any CLASS5 owned items to offset monies owed without liability for damage or trespass.

e. **Taxes.** Prices for the Services do not include any applicable customs duties, sales, use, value added, excise, federal, state, local, public utility or other similar taxes. All such taxes shall be paid by Customer and will be added to any amounts otherwise charged to Customer unless Customer provides CLASS5 with an appropriate exemption certificate. If any amounts paid for the Services are refunded by CLASS5, applicable taxes may not be refundable.

- f. Credits. Customer acknowledges and agrees that the Services are provided "as is, where is." Credit allowances are under the sole discretion of CLASS5.
- g. Discounts. From time to time in its sole discretion, CLASS5 may offer promotions or discounts of activation or other fees. Any promotion or discount codes must be entered by Customer upon purchase of the Services. Customer shall not be entitled to a subsequent credit for such promotions or discounts, if not requested at the time of account creation or change of service.
- h. Billing Disputes. Customer must dispute any charges for the Services within thirty (30) days of receipt of the monthly on-line invoice or Customer waives any objection.
- 6. TOLLS. If applicable, every call to or from Equipment using the Services that originates or terminates in the Public Switched Telephone Network ("PSTN") is subject to the then-applicable toll charges that are associated with the respective Plan ordered by Customer. Every call to or from Equipment using the Services that originates or terminates with a SIP service CLASS5 that is not affiliated or associated with CLASS5 will also count as PSTN minutes and be subject to the then-applicable toll charges that are associated with the respective Plan ordered by Customer. As applicable, domestic long distance calls are billed in six (6) second increments. As applicable, calls to a phone number outside the United States and Canada to a non-CLASS5 account will be charged at the current rates published on the CLASS5 related website. The duration of each call from the US to international destination is to be calculated in six (6) second increments after a thirty (30) second minimum. As applicable, calls to Mexico are rounded to the minute.
- 7. LOST, STOLEN, ALTERED OR BROKEN EQUIPMENT. Customer shall not modify the CLASS5-owned Equipment in any way without the express written permission of CLASS5. Customer shall not use the Equipment except with the Services provided here-under. Except as otherwise provided for here-under, Customer is responsible for all lost, stolen or broken Equipment and may be required to purchase a replacement to continue service. Replacement charges will be based on the fair retail price of equipment, plus applicable shipping costs and taxes. Customer shall immediately notify CLASS5 of any lost or stolen Equipment and shall cooperate with CLASS5 in all reasonable aspects to eliminate actual or potential unauthorized use of the Equipment. At CLASS5 sole option, failure to report lost or stolen equipment in a timely manner will cause Customer to be responsible for all service fees accrued until the time that CLASS5 is informed of the loss or theft and can effect a termination of the Services.
- 8. PROHIBITED USES. Any use of the Services or any other action that causes a disruption in the network integrity of CLASS5 or its vendors, whether directly or indirectly, is strictly prohibited and could result in termination of the Services. Customer understands that neither CLASS5 nor its vendors are responsible for the content of the transmissions that may pass through the Internet and/or the Services. Customer agrees that it will NOT use the Services in ways that violate laws, infringe the rights of others, or interfere with the users, services, or equipment of the network. Customer agrees and represents that it is purchasing the Services and/or the Equipment for its own internal use only, and shall not resell, transfer or make a charge for the Services or the Equipment without the advance express written permission of CLASS5. Use of service shall not include certain activities including, but not limited to, any auto dialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing or any other activity that would be inconsistent with residential or small business usage, unless specifically agreed to otherwise in writing by CLASS5 and Customer.
- 9. UNLIMITED MINUTE USAGE PLANS; CHANGES TO THE AGREEMENT, SERVICES OR PLAN. CLASS5 reserves the right to review usage of unlimited minute plans to ensure that there is no Customer abuse of such plans. Customer agrees to use unlimited minute plans for normal voice calls and will not employ methods or devices to take advantage of unlimited plans by using service excessively or for means not intended by CLASS5. CLASS5 may terminate service immediately if, in its sole discretion, Customer is abusively using the unlimited minute plan. CLASS5 reserves the right to make changes to the terms and conditions of this Agreement, the Services and/or the Plan ("Change of Service"). In the event of a Change of Service, CLASS5 will contact Customer and such changes will become binding to Customers, on the date of contact and no additional notice will be required. If Customer does not send CLASS5 notification of its desire to terminate this agreement or uses the Service after the Change Date, Customer is deemed to have accepted and consented to the change of terms and conditions of the Service. If Customer does not consent to the change of service and terminates this agreement, Customer will be responsible for any sums due here-under in addition to any applicable Disconnection Fee. Customer may request a Plan change at any time, subject to any applicable change of service fee and additional terms and conditions. For a Plan change to a plan that requires a purchase of the Equipment, an equipment charge may apply. CLASS5 may increase or decrease prices for the Services or Plans without providing any prior notice to Customer.
- 10. TERMINATION. Customer agrees to provide CLASS5 with thirty (30) days' notice of termination. Customer shall be responsible for the full monthly service fee for the month during which the notice of termination of service is provided to CLASS5. Such termination notice from Customer must be in writing, on company letterhead and delivered to CLASS5 via certified mail or other traceable method. CLASS5 reserves the right, at its sole discretion, to suspend, terminate or change the Services with 15 days' notice for any reason, including without limitation, misuse of the Services in any way, Customer's breach of this Agreement, Customer's failure to pay any sum due hereunder, suspected fraud or other activity by Customer that adversely affects the Services, CLASS5's network or other Customers' use of the Services. CLASS5 reserves the right to determine, at its sole discretion, what constitutes misuse of the Services and Customer agrees that CLASS5's determination is final and binding on Customer. CLASS5 may require an activation fee to change or resume a terminated or suspended account.
 - a. TRIAL TERMINATION. During the first sixty (60) days of Service, Customer may terminate Services for any reason, without further obligation, and pay only those charges for installation and Services used, including all usage charges for the period of use prior to termination under this section.
 - b. EARLY TERMINATION. Any time during the Term, Service can be canceled by Customer without cause. Services cancelled by Customer without cause will require all discounts provided by CLASS5, up to date of termination, to be paid in full, any hardware discounts by CLASS5 to be paid in full, and any discounted or waived fee's by CLASS5 to be paid in full by Customer before termination is considered complete.
 - c. TERMINATION FOR CAUSE. You may terminate Services provided under this Agreement without early termination charges if Customer experiences loss of Services of more than 8 consecutive hours on two occasions or more in any 30 consecutive days and Customer notified CLASS5 of each loss of service (of any duration) or any other problem with Service immediately after loss of service or problem first occurred (in each instance). You may also terminate this Agreement if you fail to comply with any other CLASS5 Systems obligations under this Agreement for 30 consecutive days after receiving notice from you. In either case, you may terminate the affected Service only if your account is current before termination (i.e. no balance due more than 30 days) and you, your equipment, or 3rd party supplementary services did not contribute to the loss of service or to our failure to comply with this Agreement, either directly or indirectly. You may not cancel this Agreement for any loss of service except as permitted in this Section. You must pay all charges due for each Service received until that Service is disconnected.
- 11. PRIVACY. CLASS5 utilizes the public Internet and third party networks to provide voice and video communication services. Accordingly, CLASS5 cannot guarantee the security of voice and video communications of Customer. CLASS5 is committed to respecting Customer's privacy. Once Customer chooses to provide personally identifiable information, it will only be used in the context of the Customer's relationship with CLASS5. CLASS5 will not sell, rent, or lease Customers' personally identifiable information to others. Unless required by law or subpoena or if Customer's prior permission is obtained, CLASS5 will only share personal data of Customer with business CLASS5's that are acting on CLASS5's behalf to complete the activities described herein. Such CLASS5 entities or national or international business CLASS5's are governed by CLASS5's privacy policies with respect to the use of this data. Upon the appropriate request of a government agency, law enforcement agency, court or as otherwise required by law, CLASS5 may disclose personally identifiable information.

- 12. **TECHNICAL SUPPORT.** CLASS5 will make available technical support to Customers via telephone and e-mail for the Services and the Equipment provided. Support for other applications and uses is not provided or implied unless agreed to in writing by CLASS5 and Customer.
- 13. **BREACH.** In the event of Customer's breach of the terms of the Agreement, including without limitation, failure to pay any sum due here-under, Customer shall reimburse CLASS5 for all attorney, court, collection and other costs incurred by CLASS5 in the enforcement of CLASS5's rights here-under and CLASS5 may keep any deposits or other payments made by End- User.
- 14. **INDEMNIFICATION.** Customer agrees to defend, indemnify and hold CLASS5, its affiliates and its vendors harmless from any claims or damages relating to this Agreement.
- 15. **DISCLAIMER OF CONSEQUENTIAL DAMAGES.** In no event shall CLASS5 or its vendors be liable for any special, incidental, indirect, punitive or consequential damages or for any damages, including but not limited to loss of data, loss of revenue or profits, or arising out of or in connection with the use or inability to use services or products provided here-under whether due to a breach of contract, breach of warranty, the negligence of CLASS5 or its vendors or otherwise.
- 16. **WARRANTY AND LIABILITY LIMITATIONS.** CLASS5 makes no warranties, express or implied, including, but not limited to, and implied warranties of merchantability or fitness for a particular purpose. Neither CLASS5 nor its vendors will be liable for unauthorized access to CLASS5's or Customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or and other method, regardless of whether such damage occurs as a result of CLASS5's or its vendors' negligence. Any claim against CLASS5 must be made within 30 days of the event of the claim and CLASS5 has no liability thereafter. CLASS5's liability is limited to repair, replacement, credit or refund. CLASS5 may elect to provide a refund in lieu of credit, replacement or repair. All warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, modification, improper installation, or repairs by anyone other than CLASS5. In no event shall CLASS5's total liability here-under exceed the amounts paid by the Customer to CLASS5 in the prior twelve (12) months from the date of claim.
- 17. **EXPORT COMPLIANCE.** Customer agrees to comply with U. S. Export laws concerning the transmission of technical data and other regulated materials via the Services. Customer agrees to comply with applicable local, state and federal regulations governing the locality in which the Equipment and Services are used.
- 18. **PHONE NUMBERS AND WEB PORTAL DISCONTINUANCE.** Upon expiration, cancellation or termination of the Services, Customer shall relinquish and discontinue use of any Numbers, voice mail access numbers and/or web portals assigned to Customer by CLASS5 or its vendors, except as provided in section #7 in this Agreement.
- 19. **SOFTWARE COPYRIGHT.** Any software used by CLASS5 in connection with the Services and any software provided to Customer in conjunction with providing the Services are protected by copyright law and international treaty provisions. Customer may not copy the software or any portion of it.
- 20. **SURVIVAL.** The provisions of section 4, 5, 14, 15, 16 and 17 shall survive any termination of the Agreement.
- 21. **NOTICES.** CLASS5 communicates with its Customers primarily via email. Notices to Customer shall be sent to the email address specified by Customer at the time of registration for the Services or as subsequently specified by Customer ("Email Address"). Customer is responsible for notifying CLASS5 of any Email address changes. Customer agrees that sending a message to the Email Address is the agreed upon means of providing notification. Email is used to communicate important information about the Services, billing, changes to the Services and other information. The information is time-sensitive in nature. It is required that Customer read any email sent to the Email Address in a timely manner in order to avoid any potential interruption in the Services provided here-under.
- 22. **FORCE MAJEURE (EVENTS BEYOND OUR CONTROL).** CLASS5 shall not be liable for any delay in performance directly or indirectly caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failure, late delivery by suppliers or other difficulties of CLASS5 that may occur in spite of CLASS5's best efforts.

By _____
Print Name _____
Title _____
Date _____

By _____
Print Name _____
Title _____
Date _____