



City of Powder Springs, GA

Voice Advantage Work Order

Under the Master Services Agreement dated: 8/10/2010



Table of Contents

Overview of Work Order	3
Summary of Scope of Services & Fees	3
Deliverables & Services.....	5
Exclusions	6
Customer Responsibilities	6
Assumptions	7
Invoicing	10
Addendum A – Service Desk Priorities.....	11
Addendum B – Maintenance Windows	13



OVERVIEW OF WORK ORDER

This Work Order is part of, and incorporated into, the Master Services Agreement between City of Powder Springs, GA and VC3, Inc. and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

SUMMARY OF SCOPE OF SERVICES & FEES

VC3 will provide the following services listed in Tables A and B. Recurring services shall be provided for 60 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this work order or the Master Services Agreement.

(See tables on next page)

**Table A: Services & Fees**

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
VoiceAdvantage User w/ VVX311	78	\$23.38	\$1,823.64	\$0.00	\$0.00
VoiceAdvantage User w/ Side Car	2	\$30.13	\$60.26	\$0.00	\$0.00
VoiceAdvantage User w/ Conf Phone	2	\$35.67	\$71.34	\$0.00	\$0.00
DID Port	5	\$18.00	\$0.00	\$90.00	\$0.00
Total Services Monthly:		\$1,955.24			

Notes:

- This price is valid for 30 days from date of work order.

Table B: Summary of Fees

Implementation	One-Time Fees	Monthly Fees	Annual Fees
\$5,865.72	\$90.00	\$1,955.24	\$0.00



DELIVERABLES & SERVICES

Voice Advantage

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

VC3 will provide the following functions and services as part of this Work Order:

A. Hardware as a Service

1. For hardware provided by VC3 as part of VC3's Hardware as a Service offering, VC3 will provide replacement components for failures on VC3-owned equipment that occur as a result of internal equipment defects or end of life failure. Replacement devices will have capabilities equivalent to or better than the originals. The model and manufacturer of replacement devices may vary depending on device availability and lifecycle. Customer is responsible for cost of replacement or repair where damage is due to any factors other than internal defects or end of life failure – including abuse, accident, or environmental factors (for example, fire or flood damage).

B. Voice Advantage Solution

1. Prior to cut-over from existing phone system to Voice Advantage system, VC3 will monitor internet connection for packet loss and jitter. If this test for quality of service does not meet the minimum requirements, Customer will be responsible for resolving any network latency or quality of service issues prior to VC3 implementing the Voice Advantage solution. Minimum requirements are based on the number of concurrent off-net calls at each location at 64kbps per call.
2. VC3 will supply the necessary qualified resources to remotely manage and support the telephony services specified in this work order on a 24x7 basis. Add/edit/delete activities for telephony accounts will be provided during the hours of 8 am to 5 pm EST, Monday through Friday, excluding holidays.
3. Directory Listing & Directory Assistance (DL/DA) is a service that provides one simple listing per telephone number service address (only one number per address is allowed). A simple listing is one non-bolded, basic listing published via the geographically relevant directory publisher. This service also includes availability of the number via Directory Assistance providers (aka 411). VC3 will make a best



effort attempt to have numbers published with a relevant directory publisher but cannot guarantee how individual publishers publish the data.

4. VC3 will provide up to 500 minutes of nationwide calling per user each month. If the aggregate amount for all of a customer's users is exceeded additional charges may apply.

EXCLUSIONS

Items other than those included above are expressly excluded from the Services provided within this Work Order. The following exclusions and clarifications are intended to clarify the scope of services for this work order:

- A. When customer requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined In the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the customer that these services are outside the scope of this work order and will receive approval from customer prior to rendering these additional services.

CUSTOMER RESPONSIBILITIES

- A. Customer will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Customer is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
- C. Customer is responsible for proper disposal of customer-owned devices.
- D. Customer will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.
- E. Customer will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- F. Customer shall be responsible for all costs, expenses, claims or actions arising from calls the purpose or effect of which is theft or unauthorized usage of communications services or misleading or fraudulent communications of any nature (including, without limitation, communications intended to effect theft through unauthorized use of calling cards) and all unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like for which VC3 is billed that are passed through

to the Customer (collectively, "Fraudulent Calls"). Customer shall not be excused from paying VC3 for any Services provided to Customer or any portion thereof on the basis that Fraudulent Calls comprised a corresponding portion of the Services. In the event VC3 discovers Fraudulent Calls being made (or reasonably believes Fraudulent Calls are being made), VC3 shall immediately notify Customer. Notwithstanding the foregoing, nothing contained herein shall prohibit VC3 from taking immediate action (within one (1) hour of VC3 first attempt to notify Customer) that is reasonably necessary to prevent such Fraudulent Calls from taking place, including without limitation, denying any Services to particular ANIs or terminating any Services to or from specific affected locations.

- G. Customer is wholly responsible for any and all E911 changes. VC3 hereby notifies Customer as follows:
- a. 9-1-1 emergency calls will be routed ONLY to the address reflected on the applicable customer service order, and that in the event of a failure of the Services 9-1-1 emergency calls may not be completed successfully, and
 - b. Customer is solely responsible for ensuring that its premise equipment is functional and that power is available to such premise equipment.
 - c. Customer is responsible for notifying VC3 of any relocation of devices that result in a change of street address.
- H. VC3 SPECIFICALLY ADVISES CUSTOMER OF THE FOLLOWING CIRCUMSTANCES UNDER WHICH E911 SERVICE MAY NOT BE AVAILABLE THROUGH THE INTERCONNECTED VOIP SERVICE OR MAY BE IN SOME WAY LIMITED BY COMPARISON TO TRADITIONAL E911 SERVICES:
- I. If the physical telephone is moved to another address other than the address that is on file with VC3.
- J. Customer shall ensure minimally acceptable bandwidth; customer sites should have a minimum bandwidth of 100 Mbps (download). Migration/onboarding requires 5 Mbps per 400GB of data (upload). Any site not meeting the minimum bandwidth should be upgraded prior to moving this solution into production.

ASSUMPTIONS

- A. The Work Order will not become effective unless and until it is agreed upon and signed by the Customer and VC3.

- B. If VC3 is providing or managing Customer's Microsoft Licenses, then Customer agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. If any government statute or regulation or order by a court of law or regulatory authority directly (a) prohibits performance under this Work Order, (b) makes such performance illegal, impossible or impractical, or (c) effects a change which has a material adverse impact upon either party's performance of its obligations under this Work Order, then the parties will use all reasonable efforts, to either (1) revise or amend such conflicting statute or regulation or order by a court of law or regulatory authority or (2) revise this Work Order (a) so that performance under this Work Order is no longer prohibited, illegal, impossible or is no longer impacted in a material adverse fashion, and (b) in a manner that preserves, to the maximum extent possible, the respective original intent of the parties. Each party will endeavor to provide reasonable notice to the other party as to any proposed law, regulations or any regulatory proceedings or actions that could affect the rights and obligations of the parties under this Work Order. If the parties are unable to revise this Work Order in accordance with the above, then the party whose performance is rendered prohibited, illegal, impossible, impractical or is impacted in a material adverse manner shall have the right to, at its sole discretion, to cease performance of any such obligations or Services that are so prohibited, impossible, impractical or material and adversely affected without further obligation or liability upon thirty (30) days' prior written notice to the other party (or less if required by law). The parties will continue to perform all such obligations and Services under this Work Order that are not so prohibited, impossible, impractical or material and adversely affected; provided if a material part of the rights and obligations under this Work Order are suspended in accordance with the above and the performance of the remaining obligations would not reasonably maintain the respective original intent of the parties or would not serve the essential purpose of this Work Order, then either party shall have the right, at its sole discretion, to terminate this Work Order without further obligation or liability upon thirty (30) days' written notice to the other party.
- D. This Work Order is subject to all applicable federal, state and local laws, and regulations, rulings, orders, and other actions of governmental agencies. It is agreed that each party shall obtain, file, and maintain any tariffs, permits, certifications, authorizations, licenses or



similar documentation as may be required by any governmental body or agency having jurisdiction over its business.

INVOICING

VC3 will invoice Customer per Table B. VC3 will invoice the Customer a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will increase 3.00% annually on the anniversary of the Effective Services Start Date.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table C

Milestone Billing	Milestone Description / Date	Invoice Amount
Implementation & One-Time Fees	Invoiced at signing of the Work Order.	\$5,955.72
Monthly Fee (60 Months)	Invoiced to begin when recurring services begin.	\$1,955.24
Annual Fee (60 Months)	Invoiced at signing of the Work Order.	\$0.00

**Refer to Table B for implementation fee and monthly fee amounts.*

VC3, Inc

City of Powder Springs, GA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ADDENDUM A – SERVICE DESK PRIORITIES

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. Priority 1:

- System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Customer is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. Priority 2:

- System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- Level of service degraded causing impact to the organization or a whole department; no workaround available.
- **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. Priority 3:

- Level of service degraded causing impact to an individual user; no work around available.
- Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- A request to enable or configure a system/device/service within 2 business days.
- Incidents related to Backup system failures.
- **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. Priority 4:

- Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- A request to enable or configure a system/device/service within 5 business days.
- **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. Priority 5:

- Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- Requests that have longer lead times to implement than possible within 5 business days.



- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Customer Contact Guidelines	Initial Customer Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%

ADDENDUM B – MAINTENANCE WINDOWS

All work performed within VC3's Hosting Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on VC3's Hosting Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".
During Scheduled Maintenance, some or all of VC3's Hosting Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Customer has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.
 - a. **Notification:** If VC3 decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Customer will be notified via email ten business days before the Scheduled Maintenance window.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3's Hosting Infrastructure within the control of VC3 is defined as "Emergency Maintenance".
Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Customer will be notified via email should Emergency Maintenance be necessary.
3. The VC3 Hosting Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.