

**Proposal for Unified Communications as a Service (UCaaS)**

Prepared for:**<<Client Name>>**

<<Date>

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# Executive Overview

<<Your Company>> is pleased to have the opportunity to propose the implementation and maintenance of a cloud-based UCaaS solution for <<Client Name>>. We are a proven UCaaS provider for companies throughout the <<Reach>> region with the scope, breadth, and depth of knowledge and expertise with communications and collaboration tools to provide the exact mix of experience, product, service, and value to meet <<Client Name>>’s requirements.

## Highlights of This Proposal

This proposal covers:

* Our understanding of <<Client Name>>’s specific UCaaS telephone services needs
* Detailed descriptions of the services, system components, implementation processes, and ongoing management activities proposed to meet your needs
* Pricing, terms, and conditions
* <<Placeholder for additional specific offerings>>

## <<Your Company>>’s Commitment to <<Client Name>>

As your managed services provider, our goal is to provide you with the highest standard of technology service and support so you can better leverage technology to give you a competitive edge and your business remains secure. Our mission is to provide peace of mind, knowing you can focus on running your business.

## We Understand Your Business

We have analyzed your business and current technology infrastructure and are confident that we understand your business requirements, as well as the skills and experience needed to support them. We are prepared to collaborate with your leadership and internal teams to deliver a telephony solution that supports your growth goals.

## Our 99.999% Uptime Promise

Our goal and promise to you is simple: Do everything possible to ensure your business enjoys 99.999% uptime. Should downtime occur, just say the word and you will be issued a credit memo for the monthly cost of support for the period when the directly affected phone is unusable as a percentage of the monthly management fee paid for it (exclusive of the monthly fee for the phone and phone service).

## What You Can Expect from Us

* Top-quality service and every level of support for your entire telephony infrastructure, from basic questions to complex issues—including implementation, user training, integration, remote and on-site service, and more.
* Experienced technicians, administrators, and engineers who have a deep expertise in solutions to improve the security and performance of your environment.
* An assigned account manager familiar with your services, systems, processes, and team who offers advice to help you leverage technology to achieve your organization’s objectives.
* System administration, including provisioning, configuring, monitoring, managing, reporting, and supporting your telephony infrastructure at the level you choose.
* Flexible support options that enable you to choose the plan that aligns with your business requirements.
* Detailed service level agreements (SLAs) that define expectations.

## <<Client Name>> Care—Whatever You Need, Whenever You Need It

A critical element of our relationship is our account management team. Your account manager will become an expert in your systems, processes, culture, and people to help you achieve your specific goals and help <<Your Company>> meet your needs. Your support team includes a support manager, a primary engineer, and a backup should the primary not be available.

<<NOTE: Hours and services below are for example only. Customize times and support services systems based on your times and capabilities.>>

Support is available for critical issues 24 hours a day, 365 days a year. The Control Tower support team will be available for less critical issues Monday through Friday, 8 AM-8 PM. Support is available through:

* Live Chat
* Email
* Ticketing Portal
* Telephone

## Comprehensive Services to Deliver True Value

<<Create a summary of services offered by your company. Ensure the prospect understands the complete scope of potential benefits your firm offers.>>

# <<Your Company>>’s Phone System Support Capabilities

## Multiple Levels of Support

<<NOTE: Customize support levels and details as needed>>

There are multiple service options that provide various levels of remote and/or on-site support.

* **Premium:** Emergency on-site and remote support 24 hours a day, 7 days a week, 365 days a year.
* **Advanced:** On-site support from 8 AM to 5 PM and remote support from 8 AM to 5 PM.
* **Basic:** Remote support from 8 AM to 5 PM.
* **Essential:** Preventive maintenance only.

## Performance Guarantees

<<Your Company>> guarantees our response time to be within the timeframe outlined in your plan. Once we learn of an issue, we determine if the issue can be resolved remotely or if an on-site visit is necessary. Either way, we respond in compliance with our promise to keep you up and running 24 hours a day, 7 days a week, 365 days a year. Should we fail to meet our SLAs, simply notify us within five (5) business days and we will refund 25% of the monthly service for the phone system or phone device we failed to respond appropriately on.

## Maintenance and Asset Inventory

<<Your Company>> performs routine and regular remote and on-site preventive maintenance. We’ll inventory your telecommunications assets to ensure service contracts are current and components are accounted for and tracked.

# User and Device Support Plans

<<Your Company>> provides proactive preventative phone system maintenance, as well as responsive support if an issue arises. Phone system management leverages our remote-control software or your phone system’s remote access capabilities to ensure rapid response to problems. Support is based out of <<Your Company>>’s operations center for phone system management, which is fully staffed to ensure prompt remote issue prevention and resolution.

## Support Overview

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service** | **Essential** | **Basic** | **Advanced** | **Premium** |
| **Response Time Guarantees** | | | | |
| 99.999% uptime | ✓ | ✓ | ✓ | ✓ |
| Emergency remote response SLA (hours) | 4 | 3 | 2 | 0.5 |
| Emergency on-site response SLA (hours) | 8 | 6 | 4 | 2 |
| **Support Coverage** | | | | |
| Remote support during business hours |  | ✓ | ✓ | ✓ |
| On-site support during business hours |  |  | ✓ | ✓ |
| On-site and remote emergency support outside business hours |  |  |  | ✓ |
| **Monitoring and Security** | | | | |
| Monitor phone system security and performance | 24/7 | 24/7 | 24/7 | 24/7 |
| Asset and warranty/service contract management | ✓ | ✓ | ✓ | ✓ |
| **User and Device Support** | | | | |
| Account manager assigned | ✓ | ✓ | ✓ | ✓ |
| Online trouble ticket management | ✓ | ✓ | ✓ | ✓ |
| Manage phone system user security |  | ✓ | ✓ | ✓ |
| Project work |  |  |  |  |

## Performance Guarantees

### 99.999% Uptime

Should downtime occur, <<Your Company>> will issue a credit memo for the monthly cost of support (not system or hardware) for the directly affected phone or phone system during downtime as a percentage of the monthly management fee. <<Your Company>> commits to 99.999% uptime, no matter the SLA, as long as you hire us to repair and replace the affected equipment. All claims are requested by the client in writing within 30 days.

### Emergency Remote Response SLA

<<Your Company>> provides enhanced SLAs for remote support of phone systems. An emergency is considered to occur when the phone system is down, preventing normal business operations. For non-emergencies, standard response times apply.

### Emergency On-Site Response SLA

<<Your Company>> provides enhanced SLAs for on-site support of phone systems. As all phone systems are mission critical, <<Your Company>> provides on-site support 24 hours a day, 7 days a week, 365 days a year, with a rapid response once the need to be on site is determined. An emergency is considered to occur when the phone system is down, preventing normal business operations. For non-emergencies, standard response times apply. Weekends and holidays are included. Clients must be present while our engineers are on site.

## Support Coverage

### Remote Support During Business Hours

<<Your Company>> provides unlimited remote support Monday through Friday between 8 AM and 5 PM (excluding holidays) for phone system-related issues.

### On-Site Support During Business Hours

<<Your Company>> provides full-service on-site support 8 AM to 5 PM Monday through Friday, not including holidays. This includes unlimited support for maintenance and repair, phone system usage, and troubleshooting. If an issue can’t be resolved remotely, <<Your Company>> will send an engineer to your site.

### On-Site and Remote Emergency Support Outside Business Hours

<<Your Company>> provides enhanced remote and on-site support for clients on a Premium support plan. An emergency is considered to occur when the phone system is down, preventing normal business operations. For non-emergencies, standard response times apply. Weekends and holidays are included. Clients must be present while our engineers are on site to provide feedback, answers to questions, signoff and approval, and to generally help <<Your Company>> gather and validate information, perform reviews, and obtain input.

## Monitoring and Security

### Monitor Phone System Security and Performance

For phone systems using routers or servers with SNMP alert broadcasting, <<Your Company>> monitors related services to ensure proper operation and help spot security breaches quickly. Switches that control VoIP traffic are monitored to ensure they never impact VoIP stability or security. The operation of the routers and switches that together ensure QoS are monitored to ensure the highest service levels are reached. This prevents data and voice traffic from interfering with one another causing voice or data quality issues. Basic and Advanced plan alerts generated between 5 PM and 8 AM Monday through Friday local time, as well as holidays and weekends, are emailed to the client. Essential plan alerts are always emailed to the client.

### Asset and Warranty/Service Contract Management

<<Your Company>> maintains a detailed inventory of each component we manage, including system components, software versions, hardware, and software. With that inventory, you always know asset location and use for all items in service at the start of the engagement and any items purchased subsequently from <<Your Company>>.

## User and Device Support

### Assigned Account Manager

Your account manager is your main point of contact for your technology needs and is available to discuss your business needs and help craft technology solutions to meet them.

### Online Trouble Ticket Management

<<Your Company>> provides you with a web portal to track trouble ticket status and communicate with our engineers in chat or by email.

### Manage Phone System User Security

To increase internal security, <<Your Company>> manages additions and changes to both user and group access to voicemail and the phone system itself. This level of security ensures that only approved people have access.

### Project Work

There are a few exceptions to plan coverages. Advanced-level programming is treated as a separate, billable project. This includes call script modification, BACD customizations, and custom scripting. New hardware installations and physical relocation, as well as installation and support of add-on software not provided by the phone system vendor, are considered separate billable projects.

# Solution Details

This proposal is between the undersigned, <<Your Company>> (“<<Your Company>>” and “we”), and <<Client Name>> (“<<Client Name>>” and “you”).

This proposal provides for the deployment, provisioning, build-out, project planning, ongoing management, and <<Your Company>> on-site and off-site efforts required to meet the project goals.

Current <<Client Name>> Environment:

* <<Current systems>>
* <<Potential pain points>>
* <<Opportunities for upgrades or issue remediation>>
* <<Placeholder for more notes>>

## Primary Project Objectives

* Assess current <<Client Name>> communications
* Redesign and rearchitect solutions to meet established goals
* Implementation of solutions
* Implementation of solution maintenance through contract term

To ensure a smooth project through its lifecycle, <<Your Company>> will assign a project manager who will manage the project through its successful completion.

|  |  |
| --- | --- |
| **Component** | **Quantity** |
| **Hardware** | |
| <<Phone A>> | <<#>> |
| <<Phone B>> | <<#>> |
| <<Phone C>> | <<#>> |
| **Applications and Other Components** | |
| <<App 1>> | <<#>> |
| <<App 2>> | <<#>> |
| <<App 3>> | <<#>> |

## System Components

<<Your Company>> anticipates that it can start the project within <<time frame in weeks>> of the acceptance of this proposal.

# Implementation Process

<<INSERT DETAILED OVERVIEW OF YOUR IMPLEMENTATION PROCESS. This should be unique to you and accurate. The following represents tasks you may want to consider, but please customize and edit this section according to your business model and client needs.>>

## Preparation Tasks

1. Project design and engineering
2. Submit a porting request
3. Client information gathering
4. Build the domain
5. Add the devices
6. Schedule a domain review with OB
7. Test the phone(s)
8. Verify telco dollars

## Call Flow Testing

1. Start with “Inventory” option in the domain
2. Follow the flow from inventory to:
   1. Users
   2. Ring groups
   3. Call queues
   4. Landing at a voicemail box
3. Convert equipment / install new equipment on site
4. Forward traffic to a temp number
5. Retest each DID again—local router, confirm no internet issues
6. Advise on porting times / test calls / expectations (you may hear a couple of test rings during the porting process, per DID)

## Post-Implementation Tasks

1. Create System Documentation

# <<Client Name>> Responsibilities

This proposal describes various <<Client Name>> responsibilities. These obligations include (without limitation):

* Work closely with <<Your Company>> to schedule services.
* Maintain close communication on all relevant project issues with the <<Your Company>> project manager.
* Ensure that you provide full-time, qualified staff to satisfy your obligations listed in this proposal, make timely decisions so the performance of services can move forward, collaborate and participate in this project as requested by <<Your Company>>, and reasonably assist <<Your Company>> in the performance of the services in this proposal.
* <<Client Name>> personnel should be available when they’re needed, if and when reasonably requested by <<Your Company>>. We look to your personnel for input, services review and feedback, answers to questions, signoff and approval, and to generally help <<Your Company>> gather and validate information, perform reviews, and obtain input.
* We ask that, when on-site services are required, <<Client Name>> provides <<Your Company>> with an adequate, co-located work area and appropriate system access, which can include media, licensing, PINs, and passwords.
* <<Client Name>> must perform a full backup prior to <<Your Company>>’s arrival to begin the project. <<Your Company>> cannot be held responsible for backup or restoration and cannot be held liable for loss of any <<Client Name>> data.
* <<Your Company>> will need to be notified prior to scheduling engineers to begin work if any of these requirements cannot be met.
* <<Additional responsibilities as needed.>>

## <<Your Company>> Assumptions

In addition to any other assumptions described in this proposal, <<Your Company>> assumes the following:

1. On-site services will be performed during normal business hours (8 AM to 5 PM, Monday through Friday, excluding holidays).
2. To ensure on-schedule completion of the project, its scope and objectives will be jointly managed by <<Client Name>> and <<Your Company>>.
3. Together, <<Client Name>> and <<Your Company>> will:
   1. Specify roles and responsibilities
   2. Create project and test plans
   3. Pinpoint risks
   4. Establish and enforce change management methodologies
   5. Perform ongoing open issue management
4. Additional charges may be incurred for services requested that are outside the scope of this proposal. <<Client Name>> will sign off on a change order before those tasks begin.
5. Services not specified in this proposal are considered outside the scope of the project. They will be established with a separate proposal or change order.
6. <<Additional assumptions as needed.>>

# Phone System Implementation Cost

The fees stated under this proposal include both fees for <<Your Company>> personnel’s time and all related costs and fees to implement the solution described above.

## Engineering Services and Hardware Costs

<<Client Name>> is billed the exact amount below as the implementation is done on a fixed-fee basis.

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Percentage of fees** | **Fees** |
| Proposal acceptance | 50% | $<<MSRP>> |
| Project completion | 50% | $<<MSRP>> |
| **Total** |  | **$<<MSRP>>** |

## Ongoing System Fees

|  |  |
| --- | --- |
| **Component** | **Cost** |
| **Hardware** | |
| <<Phone A>> | $<<Cost>> |
| <<Phone B>> | $<<Cost>> |
| <<Phone C>> | $<<Cost>> |
| **Applications and Other Components** | |
| <<App 1>> | $<<Cost>> |
| <<App 2>> | $<<Cost>> |
| <<App 3>> | $<<Cost>> |
| **Total Monthly System Cost** | **$<<Cost>>** |

## Ongoing Management Fees

|  |  |  |
| --- | --- | --- |
| **Plan** | **Phone System** | **Phone Device** |
| Essential | $50 | $3 |
| Basic | $75 | $4 |
| Advanced | $100 | $5 |
| Premium | $150 | $6 |

## Term and Prepayment Discounts

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Month-to-Month** | **1 Year** | **3 Year** | **5 Year** |
| **Term** | | | | |
| Term Discount | 0% | 5% | 8% | 11% |
| Client Selection |  |  |  |  |
| **Prepayment Discount** | | | | |
| Prepayment | 0% | 7% | 11% | 15% |
| Client Selection |  |  |  |  |
| **Total Monthly Management Cost** | | | | **$100** |

# Solution Approval

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

|  |  |  |  |
| --- | --- | --- | --- |
| **<<Client Name>>** | | **<<Your Company>>** | |
| Signature: |  | Signature: |  |
| Printed Name: |  | Printed Name: |  |
| Date: |  | Date: |  |

**<<Client Name>> Contact Information**

|  |  |
| --- | --- |
| Official mailing address: |  |
|  |  |
|  |  |

**<<Client Name>> IT Liaison**

|  |  |
| --- | --- |
| Name of assigned liaison: |  |
| Phone (business hours): |  |
| Phone (after hours): |  |
| Email: |  |

# Payment Method

<<Your Company>> offers three convenient methods of payment: ACH, credit card and net 30. The payment method can be changed at any time.

**For Payments via ACH**Please print and fill out this form, enclose a void check and provide to <<Your Company>> at least 15 days prior to initial debit date to authorize automatic debits from the checking account specified below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Your Information** | | **Financial Institute Information** | |
| Name on account: |  | Bank name: |  |
| Your name: |  | Bank address: |  |
| Driver’s license #: |  | Routing #: |  |
| ACH date: |  | Checking account #: |  |
| Phone: |  | *A void check must be included with this form.* | |
| Address: |  |

I hereby authorize <<Your Company>> to initiate debit entries to my checking account at the financial institution named above.

|  |  |  |  |
| --- | --- | --- | --- |
| Signature: |  | Date: |  |

This authority is to remain in full force and effect until a) I update to a different checking account by submitting a new authorization form at least <<timeframe>> before my next billing date or b) I submit a written cancellation of my service(s) at least <<timeframe>> prior to my next billing date.

**For Payments via Credit Card**By signing this form, I authorize <<Your Company>> to initiate electronic charges to the credit card account indicated below per the frequency and amount indicated in “Phone System Implementation Cost.” I understand that charges and refunds may be made by <<Your Company>> in the event of over or undercharge. I may revoke or cancel this authorization and enrollment by notifying <<Your Company>> in writing. Any change to the credit card will require a new <<Your Company>> authorization agreement and enrollment form.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Credit Card Billing Information** |  | |  | | |  | | |
| Name on CC acct: |  | | Card type (circle one) | | | MC / Visa / Amex | | |
| Contact name: |  | | Account #: | | |  | | |
| Business name: |  | | Expiration date: | | |  | | |
| Title: |  | |  | | | | | |
| Address: |  | |
| Phone: |  | |
| Authorized signature: | |  | | Date: |  | | Title: |  |

**For Payments via Check**Your invoice will automatically be sent to you via email to the following address prior to the due date:

|  |  |
| --- | --- |
| Email address for accounts payable: |  |

# Terms and Conditions

THIS AGREEMENT is entered into on the date hereinafter written by and between <<Your Company>> and <<Client Name>>, (hereinafter called “Customer”) to furnish phone related services as provided in this Phone Management Agreement.

**1. INTRODUCTION**

<<Your Company>> is in the business of managing phone systems; and Customer desires that <<Your Company>> manage and support, for the particular use of the Customer, certain phone system components to be used by the Customer and supplied to Customer from <<Your Company>> and/or sources other than <<Your Company>>.

In accordance with the foregoing and the agreements hereunder, the parties hereto agree as follows:

**2. OBLIGATIONS AND RESPONSIBILITIES OF <<Your Company>>**

**2.1 PHONE SYSTEM MANAGEMENT**

1. The parties agree that operating Customer’s Phone System requires continual supervision, maintenance and training. By this Agreement, Customer appoints <<Your Company>> as its Phone System Management Staff. Customer understands that following the advice and instructions of <<Your Company>> is necessary in order to maintain the integrity of its Phone System.
2. <<Your Company>> shall provide skilled and certified engineers who will monitor and perform work on the Phone System. The work to be done will be determined by <<Your Company>>. <<Your Company>> personnel shall be available at the site of Customer’s Phone System, in accordance with the Plan(s) described in the section titled “Solution Details” in this proposal.

**2.2 SERVICES PROVIDED AND SELECTION OF PLANS**

1. Plans. Customer will pay for and <<Your Company>> will provide those services listed in “Solution Details.” Customer agrees that it has reviewed and been advised by <<Your Company>> of the services offered under the various Plans. Customer understands the services offered under the Plan or Plans it has selected.
2. Software Update Release Schedule. <<Your Company>> will provide the following Microsoft software updates and patches, according to the priorities and time frames described here.

Critical updates required to resolve security vulnerabilities that create a critical security risk considered critical. <<Your Company>> will test and then approve or reject updates within 30 (30) days.

Important updates required to resolve security vulnerabilities that create a risk of compromise of confidentiality, integrity or availability of Customer’s data, or of the integrity or availability of covered devices or services, or that resolves a major functionality flaw or results or that significantly improves software performance are considered important. <<Your Company>> will test and then approve or reject updates within ten (60) business days.

Moderate and low updates required to resolve security vulnerabilities that can be significantly mitigated by management factors such as default configuration or auditing, or that are extremely hard to exploit or that have minimal impact, or that resolve a minor functionality flaw or result in marginally improved software performance, are considered moderate and low. <<Your Company>> will test and then approve or reject updates within three (6) calendar months.

Other updates including driver updates, BIOS, firmware or other types of updates not specified elsewhere in this Agreement shall be installed only if they are expected to resolve an open service request or a critical security flaw in the current configuration, or if they are a prerequisite for a patch or other update being applied.

**3. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES**

**3.1 CUSTOMER STAFF CONTACT.** Customer shall provide a staff member to help <<Your Company>> coordinate its efforts under this Agreement. Customer staff shall be available throughout the duration of this Agreement unless changed by management. This person will be the central contact between <<Your Company>> personnel and Customer personnel. Unless otherwise specified requested in writing, the IT Liaison individual is empowered to make phone system related decisions for Customer.

**3.2 PAYMENT.** Customer shall pay, on the date of this Agreement, for services provided under the Plan(s), the Initial Fee and, thereafter, the monthly fee, all as set forth in the section titled “Agreement Terms and Signatures” of this Agreement. <<Your Company>> will invoice Customer each month for the services to be provided the following month. Additional services (listed in “Solution Details”), requested by Customer and provided by <<Your Company>> will be invoiced monthly at the agreed-upon rates and will be due and payable within fifteen (15) days after Customer receives the invoice. Upon written notice to Customer, <<Your Company>> can adjust the hourly rates specified in “Solution Details” provided that these rates stay fixed for at least six (6) months from the date of this Agreement. Customers placed on credit hold for non-payment are still liable for all monthly fees that may accrue.

**3.3 CUSTOMER SITE REQUIREMENTS.** Customer shall provide <<Your Company>> with all infrastructure services required to provide the Phone Management Services described in this Agreement. These include, but are not limited to, network and internet connectivity, adequate hardware, adequate power and remote access to covered devices, including access to the network attached system and the <<Your Company>> on all servers included in this Agreement.

Customer agrees to have available and provide to <<Your Company>> the following:

* Basic network documentation
* High-speed internet access

**3.4 CHANGE AND SERVICE REQUEST PROCESS.** Before changing, adding or deleting any features to or from its Phone System, Customer will submit a service request to <<Your Company>>. <<Your Company>> shall evaluate the service request to determine its impact on Customer’s Phone System and the ability of <<Your Company>> to provide the services specified in this Agreement. Customer will not change, add or delete applications to or from its Phone System without first submitting a service request and receiving approval from <<Your Company>>. If Customer changes, adds or deletes any applications to or from its Phone System without this submission and approval step, <<Your Company>> shall not be responsible for delays or damages that result. Customer shall submit all service requests via e-mail to the <<Your Company>> Administrative Contact. Urgent service requests can be submitted via telephone to the Administrative Contact and <<Your Company>> will respond to it within one (1) business day. <<Your Company>> will respond to all other service requests within two (2) business days. Once <<Your Company>> approves the service request, <<Your Company>> will then determine whether the change will be made by Customer or by <<Your Company>>. If Customer makes a change to systems not included within the Phone System that could affect the Phone System, Customer shall provide <<Your Company>> with four (4) business hours advance notice before making the change. If a Customer change to a system which is not included within the Phone System creates an error or a loss of function to the Technology System without this four-hour advance notice, responses by <<Your Company>> to correct errors or loss of function shall be charged in accordance with the terms and conditions of “Solution Details.”

**4. WARRANTIES**

**4.1 HARDWARE AND SOFTWARE WARRANTY.** <<Your Company>> is neither a hardware manufacturer nor a software developer (except as to any custom software). <<Your Company>> is a reseller, integrator and technology management service provider. <<Your Company>> does not provide its own warranties for hardware or third-party software. instead, <<Your Company>> assigns to its customers the warranties, if any, provided by the manufacturer or supplier of the hardware or third-party software <<Your Company>> resells or sub-licenses, to the extent such warranties are transferrable, except as expressly set forth in this agreement. <<Your Company>> does not offer, and specifically disclaims, any warranty of its own, expressed or implied.

4.2 SERVICES WARRANTY. <<Your Company>> warrants that the services will be performed in a manner consistent with generally accepted industry practice. if a failure to comply with this warranty emerges within thirty (30) days following the completion of services, <<Your Company>> shall, if promptly notified in writing, at its option, either provide the services anew or refund the price charged for such non-conforming services. this performance anew or refund is the customer’s exclusive remedy and shall constitute <<Your Company>>’s fulfillment of all liabilities with respect to nonconformity of or defect and/or deficiency in services furnished to customer. maximum refund provided is equal to one (1) month of the total managed services recurring invoice.

**4.3 OTHER WARRANTIES.** The foregoing warranties are exclusive and in lieu of all warranties of quality and performance, written, oral or implied. <<Your Company>> specifically disclaims all other warranties, including but not limited to, implied warranties of merchantability, fitness for a particular purpose, or that software or equipment is free of the rightful claim of any third person by way of infringement or the like.

**5. LIMITATION OF REMEDIES AND LIABILITY**

<<Your Company>> liability on any claim, whether in contract, negligence, tort, strict liability or otherwise, arising in whole or in part out of Services performed, or equipment and or Custom Software provided, under this Agreement, shall in no case exceed the lesser of the monthly fees paid to <<Your Company>> under this Agreement or the fees paid to <<Your Company>> for the portion of Services or Equipment or Custom Software which give rise to the claim. All causes of action against <<Your Company>> arising out of or relating to this Agreement or the performance or breach of this Agreement shall expire unless brought within one (1) year after the first date of performance or breach which in whole or in part gives rise to the claim. These remedies are exclusive and in lieu of all other remedies available at law or in equity for any act performed in connection with this Agreement, or for any breach of this Agreement, whether brought under a theory of tort liability, contract liability or any other legal theory.

**6. HIRING OF <<Your Company>> PERSONNEL.** For a period of two (2) years following the conclusion of this Agreement, Customer will not directly or indirectly hire <<Your Company>> personnel or subcontractors to service Customer without the written permission of <<Your Company>>.

**7. CONFIDENTIALITY OF INFORMATION.** During the performance of this Agreement, <<Your Company>> and Customer may have access to information concerning the products and business of the other. Neither party shall use information of the other party except in connection with the exercise of its rights and responsibilities under this Agreement. <<Your Company>> and Customer will take all necessary and prudent steps to prevent the disclosure of such information to third parties, at least equivalent to the most stringent steps used by such party in protecting its own confidential and proprietary information. The commitments of confidentiality and non-use set forth above do not apply to that information that can be documented to be known to recipient or the general public before disclosure hereunder, or that, through no act on the part of the recipient hereunder becomes generally available to the public.

**8. MISCELLANEOUS PROVISIONS**

**8.1 AMENDMENTS.** This Agreement may only be changed by written amendment executed by the authorized representatives of both parties. Amendments adding phone system devices or services apply to the remainder of the term selected in Solution Pricing from the date of the addition.

**8.2 AUTHORIZED REPRESENTATIVES**. The signatories below represent and warrant that they are authorized by their respective organizations to enter this Agreement.

**8.3 COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which will be considered an original copy of this Agreement and all of which, when taken together, will constitute one and the same Agreement.

**8.4 TERMINATION.** This Agreement shall remain in full force and effect unless an Event of Default occurs:

1. Event of Default by <<Your Company>>. <<Your Company>> shall be in default under this Agreement if <<Your Company>> fails to materially perform or comply with the terms and conditions of this Agreement. <<Your Company>> is not considered to be in default if it suspends service due to Customer non-payment.
2. Events of Default by Customer. Customer shall be in default under this Agreement if Customer fails to make payment of any undisputed invoice within thirty (30) calendar days after it is delivered, or if Customer fails to materially perform or comply with the terms and conditions of the Agreement

In the Event of Default by a party (the “Defaulting Party”), the other party may notify, in writing, the Defaulting Party of its intent to terminate the Agreement. This Agreement shall be terminated as of the first day of the month following that notification.

**8.5 TERM.** The initial term of this Agreement will be for a minimum of twelve (12) months, as specified in Solution Pricing, following the date of this Agreement. This Agreement shall renew for additional terms, as defined in Solution Pricing, unless either party gives written notice of non-renewal in the month prior to the last month of the term. For customers choosing 1- 3- and 5-year terms, fees increase up to 10% upon renewal unless otherwise communicated by <<Your Company>> in writing prior to renewal. For customers with Month-to-Month terms, fees will increase up to 10% at the conclusion of each contract year.

**8.6 GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the law, without reference to principles of conflicts of laws, of the State of <<State>>.

**8.7 ASSIGNMENTS.** This Agreement and the rights hereunder may not be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains.

**8.8 FACSIMILE EXECUTION.** This Agreement may be validly executed by the signing of a facsimile copy of this Agreement. Either the fully executed facsimile copy or a conforming executed original shall be evidence of the existence of this Agreement.

**8.9 SEVERABILITY.** If any provision or provisions of this Agreement are found to be invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**8.10 FORCE MAJEURE.** Each party shall be excused from performance for any period and to the extent that the party is prevented from performing any services, in the whole or in part, as a result of delays caused by the other party, acts of God, war, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, civil disturbances, court orders, labor disputes, third-party nonperformance, or other cause beyond that party’s reasonable control, including failure or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment, or any and all causes beyond control of <<Your Company>>. Such nonperformance shall not be a default or a ground for termination.

**8.11 MODIFICATIONS.** This Agreement can be modified only by a written Agreement signed by authorized representatives of <<Your Company>> and Customer. Variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Customer will be of no effect. <<Your Company>> and Customer agree not to enter into any oral agreement or understanding that is in conflict with this Agreement. <<Your Company>> and Customer further agree that any oral communication allegedly or purportedly constituting such an agreement shall be absolutely null, void and without effect except as outlined in 8.11.1-2. Customer is permitted to raise or lower plan levels under these circumstances:

The coverage level remains the same, but the quantity of items under management changes. For example, if 5 employees are terminated and their Phones are removed from service.

The coverage level changes, but the total monthly payment stays the same or increases. For example, if you add a new phone but lower the phone service level such that the total monthly payment stays the same or increases.

**8.12 NOTICES**. Any notice, request, demand or other communication required or permitted by, or relating to, the terms of this Agreement is considered properly given when it is delivered to the United States Postal Service, sent certified mail–return receipt requested, or postage prepaid, or upon confirmation of receipt by facsimile, addressed to the party to receive notice as previously requested by notice hereunder, delivered via e-mail, or as provided in conjunction with such party’s signature below. Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to whom it is directed, at the address of such party stated in the Official Mailing Address Section Above.

**8.13 VENUES AND JURISDICTION.** Customer (i) agrees that any litigation, action or proceeding arising out of or relating to this Agreement be instituted in a state or federal court in the city and state of <<State>>, (ii) waives any objection which it might have now or hereafter to this venue, (iii) irrevocably submits to the jurisdiction of any court in such litigation, action or proceeding, and (iv) hereby waives any claim or defense to inconvenient form.

**8.14 COUNTERPARTS**. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same original.

**8.15 ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments, which are owed to <<Your Company>> by Customer pursuant to the terms of any previous or other existing agreements between <<Your Company>> and Customer. Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and conditions.

**8.16 ATTORNEYS’ FEES.** In the event of a dispute under this Agreement, the prevailing party will be entitled to reasonable attorneys’ fees and costs.

**8.17 CAPTIONS AND HEADINGS**. The captions and headings are inserted in this Agreement for convenience only. They must not be considered to define, limit or describe the scope or intent of this Agreement, or of any provision hereof, nor in any way affect the interpretation of this Agreement.