

(5-year contract)

Dasha

(multi-year contract)

Reg/Order No. N/A

Lawson Ref. No. N/A



Guilford County Contract Control Sheet

Submitter **Hemant Desai**
Department **Information Services**

Submit Date **03/21/2016**
Director **Hemant Desai**

Contractor/Vendor **NWN CORPORATION [67229] {Corp, Refnd, Elec, Vol, PT, NP}**

Item or Service
NWN - Hosted Voice over IP Phone Service, Unified Messaging & Contact Center

Contract # 67229-03/16-013 Amendment 0

Event/Bid # _____

Date Required 04/06/2016 Effective Date 11/01/2016 Expiration Date 10/31/2021
Evergreen On Completion

Type of Contract Max Exposure Price Only Other _____

Amount \$2,636,985.

Acct Unit/Code Acct Unit **140210** Acct Code **53040**
Multiple
Revenue
No Money

County Attorney Approval As To
Form Date 4/6/14 By [Signature]
Legal Sufficiency Date 4/6/14 By [Signature]
Final Execution Date 5/5/2016 By DWB

Revisions Necessary YES NO
Board Action Necessary YES NO
Independent Contractor YES NO

County Manager Approved [Signature] Date 5-2-16

Commissioners Approval Not Required Approved CHAIRMAN COUNTY MGR Date 4/21/2016

Clerk Attest [Signature]

Information Services Department Approval Approved [Signature] Date 4/7/16

Purchasing Approval Approved [Signature] Date 4-11-16

Finance Date Recv 4/22/16 Price Only YES NO FASB 13 CAP Lease YES NO N/A
AC Ledger

Rev/Approve Initials / Date
Fin Analyst [Signature] / 4/23/16
Fin Rpt Mgr [Signature] / 4/27/16
Acct Tech _____ / _____
Dep Fin Director _____ / _____
Finance Director [Signature] / 4/29/16

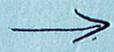
Special Instructions or Comments

43,949.75 x 8 = 351,598.00 11/1/16-6/30/17 max exposure
Future years added to multi-year schedule - SMC
No current year obligation to encumber. Per r/c w/ marks
OK to preaudit against - on obligation and set up as continuing contract.

Sent to Hemant Desai, Information Services Director for departmental approval, then returning to Notes / Comments my attention for further processing (all pending Board approval). - DWB

** D Brown-4/6/2016 9:13 AM **

This Contract has been prepared for processing and has been placed on the County Attorney's desk for review and approval as to form & legality.





Guilford County Contract Control Sheet

Submitter Hemant Desai
Department Information Services

Submit Date 03/21/2016
Director Hemant Desai

Greg Syer with NWN proposed other language in response to Hemant's requested change, which Hemant agreed to.

**** D Brown-4/5/2016 1:24 PM ****

One change to the Proposal has been proposed by Hemant Desai in the Information Services Dept. and it has been emailed to the company for consideration. Their response is being awaited before the Contract can be moved forward.

**** D Brown-4/4/2016 5:10 PM ****

Received Contract and Proposal back from the company with only a couple of changes requested on the Proposal. Went over these changes as written with Mark and he approved them. Requested Insurance Letter from Yvonne Moebs, Risk Manager. Spoke with Hemant Desai in Information Services Dept. this morning and he indicated that he may have another revision to the Agreement and he was going to email it to me; I have not received it yet and sent him a reminder email (since we are getting close to the Agenda deadline).

**** D Brown-3/24/2016 9:27 AM ****

The revised draft of this Contract and Proposal were submitted to Hemant Desai and Mark Payne for their review yesterday. Today they were emailed to Todd Enter at the company for their review. We are currently waiting to hear back from them to come to an agreement on a "Final" version of the Agreement, which the Information Services Dept. can then submit for the Board of Commissioners' Agenda.

4/11/2016 - Delivered to Purchasing Dept. for departmental approval by Bonnie Stellfox, then return to my attention for further processing (all pending Board approval). - DWB

4/12/2016 - Sent to the Company for their execution, pending Board approval and adoption of new budget for 2016-2017. - DWB

4/22/2016 - To Finance Dept. - DWB

5/5/2016 - This Contract is now fully executed, with copies distributed to Hemant Desai, Todd Reek, Information Services Dept.; Bonnie Stellfox, Purchasing Dept.; Sheryl McKenney, Finance Dept. An executed original of the Contract has been returned to the company and a scanned copy has been emailed to them for their records.

GC PUR DPT. 16 APR 11 PM 2:09

NORTH CAROLINA

GUILFORD COUNTY

THIS CONTRACT is hereby made and entered into this 21st day of April, 2016, and effective as of the 1st day of November, 2016, by and between **GUILFORD COUNTY**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the "**COUNTY**," and **NWN CORPORATION**, a corporation with a place of business in Waltham, MA, hereinafter referred to as the "**PROVIDER**," and also collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the PROVIDER and PROVIDER agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.

WHEREAS, the COUNTY is in need of **Hosted Voice over IP, Unified Messaging and Contact Center Services**; and,

WHEREAS, the PROVIDER has submitted a proposal to provide such goods and/or services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

- 1. Goods and/or Services.** PROVIDER will provide the goods and/or services as set forth in their **Proposal (Exhibit I)**, attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the PROVIDER'S Proposal (Exhibit I) and the first three (3) pages of this Contract, the first three (3) pages of this Contract shall prevail and control.
- 2. Pricing.** As full compensation for PROVIDER'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out in Exhibit I. Payment will be made by the COUNTY to PROVIDER within thirty (30) days of receipt of correct invoice(s) and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. The maximum financial exposure to the COUNTY under this Contract will not exceed **\$2,636,985.00**, which is based on the monthly payment of \$43,949.75 for sixty (60) months, as further described in Exhibit I.
- 3. Appropriation.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY BOARD OF COMMISSIONERS other funding source, pursuant to N.C.G.S. Chapter §153A-13.
- 4. Term.** This Contract shall be in effect for five (5) years, beginning November 1, 2016, and ending October 31, 2021, with the option to extend for two (2) additional one (1) year renewals at the same pricing and terms and conditions upon mutual written Agreement of both Parties.
- 5. Amendment.** The terms of this Agreement may only be modified or amended with a written Contract Amendment executed by both Parties.
- 6. Termination.** Either Party may terminate this Agreement for any reason and without penalty upon sixty (60) days written notice to the other Party prior to the end of the Contract period and as further described in **Exhibit I** hereto and subject to payment of any early termination fees set forth in Exhibit I. All goods and/or services provided and accepted as of the date of termination will be paid for; similarly, amounts paid in

**GUILFORD COUNTY CONTRACT NO. 67229-03/16-013
NWN CORPORATION (PROVIDER)**

advance, if any, for which goods and/or services have not been provided and accepted by the COUNTY will be promptly refunded to the COUNTY by the PROVIDER within thirty (30) days of date of termination of this Contract.

7. Notices. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Marty K. Lawing, Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

_____, President
NWN CORPORATION
2520 Whitehall Park Drive, Suite 250
Charlotte, NC 28273

8. Independent Contractor/Indemnification. PROVIDER shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the PROVIDER or any employee or agent of PROVIDER. PROVIDER is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY.

The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

9. Assumption. If PROVIDER should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, PROVIDER must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, PROVIDER will submit the name and address of the assuming PROVIDER'S registered agent for service of process and/or all notices required under this Contract.

10. Severability. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

11. Force Majeure. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes PROVIDER from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to PROVIDER.

12. Headings/Titles/Wording. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably.

GUILFORD COUNTY CONTRACT NO. 67229-03/16-013
NWN CORPORATION (PROVIDER)

throughout this document. The terms "Attachment", "Exhibit" and "Addendum" have the same meaning and may be used interchangeably throughout this document.

13. Entire Agreement. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

14. Jurisdiction. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina.

15. Iran Divestment Act of 2015. In accordance with N.C.G.S. §143C-6A-5 and other applicable sections of N.C.G.S. §143C-6A regarding the Iran Divestment Act of 2015, each Party hereby certifies that it is not identified on the State Treasurer's list of persons which the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

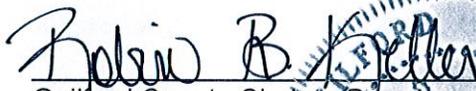
WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY



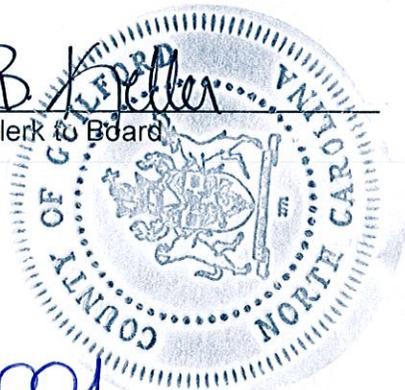
Marty K. Lawing, Guilford County Manager

ATTEST:



Guilford County Clerk to Board

(COUNTY SEAL)



NWN CORPORATION



President

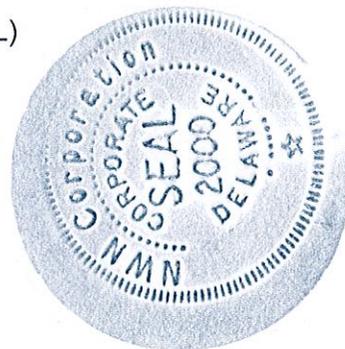
Printed Name: Mont M. Phelps

ATTEST:



Corporate Secretary

(CORPORATE SEAL)



This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.



Guilford County Finance Director

4/29/16

STATE OF NORTH CAROLINA

AFFIDAVIT REGARDING E-VERIFY

COUNTY OF GUILFORD

I, Kevin Bullock (the individual attesting below), being duly authorized by and on behalf of NWN CORPORATION (the entity doing business with GUILFORD COUNTY, hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

- Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
- Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
- Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":

- a. YES ; or,
- b. NO

4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 20th day of April, 2016.

Kevin Bullock

Signature of Affiant
Print or Type Name: Kevin Bullock

State of North Carolina County of Guilford

Signed and sworn to (or affirmed) before me, this the 20th day of April, 2016.

My Commission Expires: May 29 2020

Courtney M. McCook
Notary Public

(Affix Official/Notarial Seal)

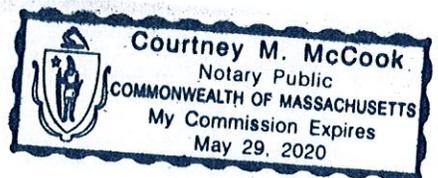




EXHIBIT I - GUILFORD COUNTY CONTRACT NO. 67229-03/16-013

Hosted Voice over IP, Unified Messaging and Contact Center Proposal



Prepared for:

Guilford County

Hemant Desai

Networking & Telecommunications Manager

201 West Market St.

Greensboro, North Carolina 27401

Telephone: 336-641-6727

Prepared by:

NWN Corporation

Todd Enter

Tenter@nwnit.com

Senior Account Executive

Phone: (336) 333-5353

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Executive Summary and Project Overview

Guilford County ("Guilford County" or "the County") has engaged NWN Corporation to develop and implement a plan to transition the management, support, and administration of the County's on premise Cisco based telephony and voice mail system to NWN as a hosted services offering. The primary objectives of this project are:

- Reduce operational expenses
- Enable Guilford County IT resources to focus on higher-level activities in support of the County's core business
- Assure continuous access to the latest collaboration features from Cisco
- Eliminate capital expense volatility associated with upgrade cycles and annual maintenance
- Achieve the fastest "time-to-value" possible for the project

Guilford County has engaged NWN to propose a Statement of Work to perform the Professional Services required for the implementation of a Cisco Hosted Collaboration Solution (HCS), Cisco Emergency Responder (CER), Cisco Unified Presence/Jabber (CUPS) and an Informacast Emergency Notification and Paging System intended to support Guilford County Unified Communication and Voice needs.

The NWN proposed Hosted Collaboration Solution (HCS) is designed to support all of the users across Guilford County's multiple buildings therefore allowing Guilford County to offer the same user experience, flexibility and collaborative tools throughout the organization regardless of the location.

The project can be summarized by the following key objectives:

- Implement a Cisco Hosted Collaboration Solution (HCS) that will provide the following services and functionality:
 - Hosted Call Control, Unified Messaging, Contact Center, Unified Presence, Emergency Responder and Informacast Paging Servers.
 - Ongoing hosting, support, and management of the HCS Architecture.
- Implementation of a Cisco Unified Contact Center Express (UCCX) System to support the Contact Centers groups and the following functionality:
 - 150 Agents/Supervisors – UCCX Seats.
 - Inbound voice call routing and call queuing
 - Call Recording/Quality Management – 30 day retention policy
- Implement ISI's call accounting software to provide departmental billing of NWN's hosted services
- Monitoring and management of existing Cisco Voice Gateways.
- Implementation of Cisco Jabber for instant messaging/chat, presence, desktop video, desktop sharing and visual voice mail functionality.

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- Ongoing hosting, support, and management of the Cisco Unified Communications Manager (CUCM), Cisco Unity, Cisco Contact Center, Cisco Emergency Responder (CER), Cisco Unified Presence, and Information Paging Systems Architecture.

During this project NWN will deploy the Hosted Collaboration as described below and the customer premise equipment necessary to support the collaborative applications. As part of it NWN will:

- Review the current configuration of the network infrastructure and provide recommendations for the implementation best practices for the support of the Unified Communications System.
- Assist Guilford County in gathering requirements from the different business units and map those to user-specific feature/functionality to be configured on the Hosted Collaboration Solution (HCS).
- Gather requirements and analyze the call flows and business processes from the different business units in order to map those to user-specific feature/functionality and call flows to be configured on the Cisco Unified Contact Center Express (UCCX) System.
- Deploy the Cisco Hosted Collaboration Solution, which comprises of Cisco Unified Communications Manager Servers, Cisco Unity Connection Servers, Cisco Contact Center, Cisco Emergency Responder, ISI Call Reporting and Informacast Paging.
- Provide centralized SIP trunking from NWN's hosted datacenters
- Provide ongoing monitoring and management of Guilford County's existing voice gateways.
- Train the IT staff through hands on experience and knowledge transfer on the use of the Cisco Unified Communications and Collaboration tools and the feature/functionality enabled in the system.
- System documentation and technical hand-off of the system to NWN's NCare/NCloud groups for ongoing Management/Monitoring.

NWN is grateful for the opportunity to provide this proposal to Guilford County, and we look forward to a long and mutually valuable partnership.

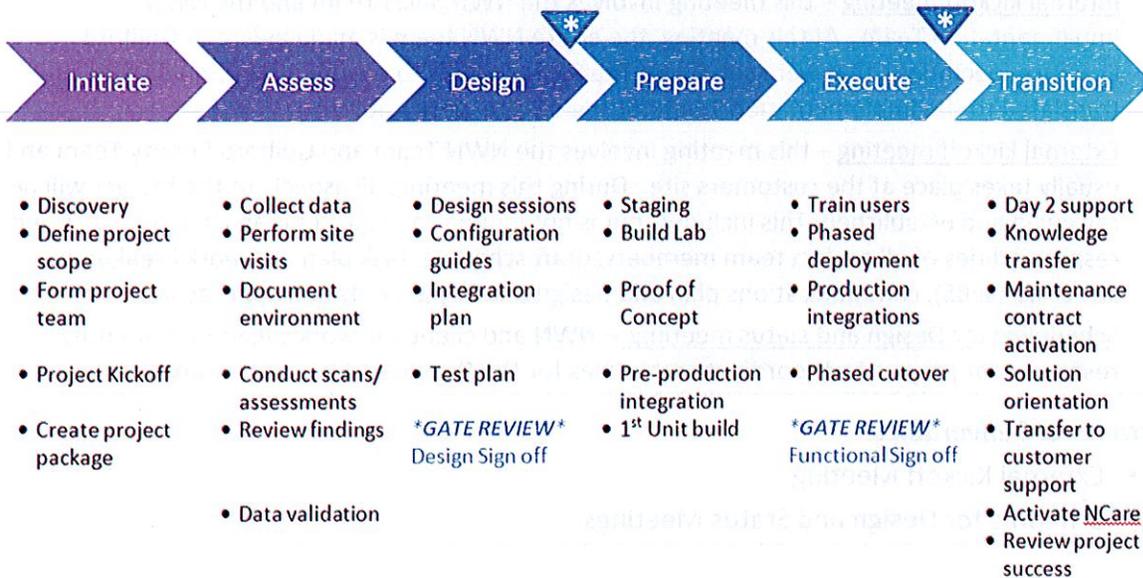
Project Delivery Methodology

NWN manages Hosted VoIP implementations with a documented and proven methodology and will work with the Guilford County to align our methodology to the specific needs. At the beginning of the project, a dedicated and local NWN Client Services Manager is assigned.

Their role is to manage the overall scope and to help you achieve the results you are looking for. The Client Services Manager coordinates the NWN team-- Professional Services, NCare Managed Services, Sales, Operations, and Finance organizations as well as works hand-in-hand with your designated contacts as your advocate for any questions and concerns that may arise during the project. The following outlines the roles and responsibilities of the NWN Client Services Manager:

- Manages the procurement of Guilford County specific equipment and maintenance included in your solution
- Oversees implementation phases of the project
- Manages change orders and completion sign-offs
- Assures a smooth transition from the integration phases into the support phases of the project
- Manages Guilford County relationship throughout implementation and support phases

The diagram below shows the entire Project Delivery flow and the contents of each phase.



NWNComm Rollout – Detailed Approach

Project Management

An NWN Project Manager will be assigned to this project, utilizing the NWN project methodology (*see diagram above*), to ensure the successful delivery of this initiative as defined in this scope. The following outlines the roles and responsibilities of the NWN Project Manager:

- Act as a single point-of-contact between NWN and the Guilford County
- Ensure thorough project communication with project stakeholders and team members
- Develop & maintain detailed project plan, task plan, schedule & communications plan
- Prepare, distribute & communicate regular status, action item & related project reports
- Manage project scope and respond to change requests
- Define and manage the escalation process
- Conduct project kickoff, status, milestone and review/closure meetings
- Review all Project Documentation and Deliverables
- Oversee knowledge transfer

1 – Initiate Phase

- Internal kickoff meeting – this meeting involves the NWN Sales Team and the NWN Implementation Team. At this meeting, the entire NWN team is made aware of Guilford County expectations that were set during the Sales process to ensure all communication is translated to the Implementation Team for the on-site work effort.
- External kickoff meeting – this meeting involves the NWN Team and Guilford County Team and usually takes place at the customers site. During this meeting, all aspects of the project will be reviewed and established. This includes, but is not limited to: logistics management, roles and responsibilities of all project team members, draft schedule, task plan and work breakdown structure (WBS), communications plan and design and implementation approaches.
- Scheduling for Design and status meetings – NWN and client will work together to identify resources for project and coordinate schedules for the Design and Status meetings.

Milestones & Deliverables:

- External Kickoff Meeting
- Schedule for Design and Status Meetings

2 – Assess Phase

- Readiness Assessment – The NWN team will work with The Department to ensure each location is ready to have VoIP deployed. The readiness assessment will collect data on the current LAN and WAN designs and configurations of the in scope locations. Site data collection includes: Cisco Communication Manger configurations, Cisco Unity configurations,

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switch configurations, router configurations and WAN connectivity designs and assumes client can provide configurations and topology diagrams.

- Document Environmentals – NWN will compile a findings document and related recommendations based on the project scope and the site findings. This document will be presented and reviewed with the customer as the basis for the detailed design activities.

3 – Design Phase

- End User Requirement Definition and Configuration Database Gathering – NWN will provide the Guilford County with a User Database form to be completed by the client and reviewed at the Design Meeting. These topics will include:
 - Coordinate with Guilford County to plan, design, and implement all station and telephone programmable features.
 - Create worksheets to guide Guilford County representatives to plan and design features such as line appearances, hunt groups, pick-up groups, etc.
- Network Design Meeting - After the completion of the network configuration review, NWN and the Guilford County team will hold a series of network design meeting to discuss the findings from the network configuration review and the technical aspects of the Network Infrastructure. NWN expects the Client will come prepared with documentation and resources necessary to cover all topics. These topics will include:
 - Quality of Service (QoS) and security best practices
 - Hardware/software version review
 - IP routing and IP addressing
 - VLAN Layout
 - WAN circuit design
 - SIP/PSTN connectivity design
 - LAN/WAN configuration design to support CER
 - Existing application server and gateway design
- NWNComm Design Meetings – After the completion of the network design meetings, NWN and the Guilford County team will hold a series of design meetings to discuss the technical aspects of the hosted Unified Communications services. NWN expects the Client will come prepared with documentation and resources necessary to cover all topics. These topics will include:
 - Architecture and Software version features review
 - Unified Communications device compatibility check
 - Migration strategies
 - User database review
 - Auto-Attendants and specialized voice-mail options
 - Call flows
 - Dial Plan
 - Site survivability

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- ISI Call Accounting
- Contact Center
- Informacast paging
- Jabber and Unified Presence
- Cisco emergency responder
- Discussion of downtime and risks
- Guilford County responsibilities
- Existing application and gateway integrations
- SIP trunking
- DID porting procedures and requirements
- Voice gateways and SRST – (Guilford County will utilize with existing analog PSTN circuits)
- Existing analog VG and ATA devices
- Call Manager Express integration
- Vendor Communications - Once cutover strategy is defined NWN and Guilford County will meet with 3rd party vendors to establish, review and agree on cutover plan if required. Any 3rd party resources used will be paid for by Guilford County.
- Fallback Plan – NWN and Guilford County will build into the design a fallback plan for each stage of the migration. Being that the rollout will be a phased migration, dial plans and network connectivity will be in place for the migration, thus making a fallback plan easier to execute on.
- Gate Review - At the end of this Design meeting, NWN has gathered enough information to create final design document for the installation of the equipment. The design document will include configuration parameters specific to the install and any key technical decision made during design. The design will conform to Cisco guidelines and recommendations and the completed design document will be submitted for Guilford County approval prior to proceeding with the install.

Milestones & Deliverables:

- Design meeting and project plans for implementation of the Hosted Communications Solution.
- Design Document

4 – Prepare Phase

- Hosted Collaboration Provisioning – NWN will provision the Hosted Collaboration Solution which and all of its applications in NWNComm’s Hosted Collaboration Infrastructure. The Hosted Collaboration Solution (HCS) will include the following components:
 - Cisco Unified Communication Manager (CUCM) Servers - These will provide call processing.

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- Cisco Unity Connection Unified Messaging (CUCn) Servers – This will provide unified messaging services.
 - Cisco Contact Center Express (UCCX) Server – This will provide call center and queueing capabilities
 - Cisco Unified Presence Server (CUPS) – This will provide instant messaging/chat and presence functionality
 - Cisco Emergency Responder Server – This will provide e911 location based services
 - Informacast Server – This will provide paging to the phones
 - NWN centralized SIP trunking services
 - NWNcomm’s service assurance, monitoring and management suite
- System Configuration – After provisioning all the Unified Communications services NWN will complete the base system configuration which will include:
- CUCM System Configuration - Call Routing, Media Resources, Devices and Users Configuration.
 - Bulk Administration Tool Templates and files to import all Cisco Unified IP Phones and voicemail users.
 - Cisco Unified Mobility (Single Number Reach) Configuration.
 - NWN will ensure that database replication is functioning within the CUCM cluster.
 - Cisco Unity Connection System Configuration - Call Handlers, Directory Handlers, Class of Service, Subscriber Templates, Subscribers and Single Inbox/Unified Messaging.
 - Cisco Emergency Responder System Configuration
 - UCCX System and Subsystems
 - Develop UCCX Call Application Scripts, configure Contact Service Queues (CSQ) for the new groups and add all necessary configurations to support routing for inbound voice calls, ANI call routing, simple queuing, and workflow automation.
 - Configure all agent and supervisor profiles accordingly.
 - Customize Voice Application to allow the County’s to record the voice prompts to be used on the Contact Center, update them as necessary and close the Contact Center in case of emergencies. The County’s will be responsible for providing the voice talent for the recording of the prompt. Such person should be readily available to the County’s so voice prompts can be updated as needed in the future.
 - LDAP integration between UCM and Guilford County’s Active Directory environment
 - CUPS System configuration – Instant messaging, presence, desktop video, desktop sharing and visual voice mail configurations
 - Integration with existing paging amplifiers (connectivity and analog ports will be provided by Guilford County).
 - NWN will perform a complete system test and validate all functionality.
- Standard Phone Features – NWN will configure, test and label all station equipment including electronic sets, wall sets, analog sets, and consoles. This shall include time during normal business hours for the rollout and testing of all station sets. The list below is a sample of the features NWN will configure. The final list of features and configurations are determined during the design phase. The following is a sample of the features that will be implemented.

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1. Multiple line appearances on phone
2. Fast Transfer: Blind or Consult
3. Busy Lamp Field
4. Call Forward: <Busy, No Answer> Voicemail
5. Call Forward: <All> Restricted Access
6. Standard Ring-Tones
7. I-Divert (active/inactive)
8. Call Waiting (Yes/No)
9. Internal Caller ID
10. External Caller ID (as supported by carrier)
11. Last Number Redial
12. Corporate Directory
13. Station Speed Dial with configuration changes from IP phone
14. Call Park
15. Meet-Me
16. Call Detail Records (enabled/disabled)
17. Out of "The Box" Music On Hold
18. Cisco Unified Mobility

– As sited in the Guilford County Hosted VoIP Project Plan and Contract

- Existing Telephony Integrations – Implement integrations between the current Cisco Communications Manager systems and NWN's hosted VoIP solution.
- Jabber Client Installation – Install and configure the Jabber client on 3 desktop/laptops. Document installation and configuration procedures for the Guilford County. Guilford County is responsible for deploying the Jabber client. NWN will assist Guilford County with creating a MSI installation package for automated client installation.
- Network, PSTN and Analog Connections – NWN will provide the County with requirements for all internal network connections. It is Guilford County's responsibility to provide any necessary cables, connections, panels and labor associated with bringing PSTN, internal network or internal analog cabling to the equipment. All connections must be identified prior to the start of the project. NWN does not provide cabling services of any kind.
- WAN Connectivity – NWN will provision two MPLS circuits for connectivity to Guilford County. NWN will work with Guilford County to terminate connectivity from two locations on the Guilford County buildings and NWN's Raleigh datacenter

5 – Execute Phase

- GATE REVIEW: Production readiness acceptance (Go/No-Go) – NWN will review the production cutover and implementation with the County to verify that the solution is functioning in their environment as presented in this scope and the detailed design from the earlier Gate Review.
- Phased implementation – NWN, working with Guilford County's technical team, will implement the new solution in phases as defined in the Design Phase. Tasks include:
 - Migration phones and voice mail to NWN's hosted solution (existing voice mail will not be transferred to the new system)

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- Migration of Contact Center agents and supervisors to NWN’s hosted Contact Center solution.
 - Deploy CER functionality
 - Deploy Informacast paging (where applicable)
 - Deploy Unified Presence and Jabber (Guilford County is responsible for Jabber client installation)
 - Integrate the existing voice gateways with the hosted Communications Manager cluster
 - Port existing DID’s to NWN’s SIP service
- Network/System Troubleshooting – NWN will troubleshoot and diagnose technical issues associated with this project. Any issues not related to Unified Communications will require a change order and may affect the schedule of events planned for this project. NWN will work with the Guilford County to isolate and identify network/system issues as well as provide assistance within reasonable boundaries.

Milestones & Deliverables:

- Delivery of the detailed Bill of Materials (BOM) equipment &/or software components as identified in the Reference Materials section of this document.
- Installation and Configuration of the following based on parameters referenced in the approved Design Document:
 - Deployment of Hosted Collaboration Solution (HCS) dedicated for Guilford County
 - Go Live
 - Gate Review- production implementation acceptance by the County

6 – Transition

In this phase, on site engineering is complete. Engineers will be focused on completing technical documentation and a review with project team. The PM will verify approval for final billing and schedule and complete Project Review and Closure meetings with client. The project next enters into the Support and Management phase for the duration of the agreement.

Activities in this phase of the project include:

- Day 2 Support – NWN remains on site to address and diagnose any problems that arise due to the migration to the new environment. NWN troubleshoots issues and Guilford County needs to provide a resource with troubleshooting knowledge of their network, software applications and end user devices. Once the new system is agreed to be stable by NWN and the Guilford County IT Staff, NWN will start the process to finalize the documentation for the project. NWN and Guilford County will formalize a detailed list of open items. Open items within the scope of this project will be addressed and resolved. Open items deferred due to Guilford County’s availability will require a change order to complete.

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- Knowledge Transfer – NWN’s technical team on the project conducts a solution orientation session and knowledge transfer with the Guilford County’ designated staff. This does not replace manufacturer specific technical training on the specific equipment, but provides a solid overview of the final design and configuration and how to manage the environment using NWN’s hosted collaboration administrative portal. Details of this session are:
 - 2 sessions with up to four Guilford County technical staff members at the Guilford County’ site/ NWN site.
- Maintenance Contract Activation – NWN reviews any manufacture’s maintenance contracts purchased as part of this project and ensure those contracts are properly activated.
- Transfer to NWN NCare Support – NWN provides final “As Built” documentation to the NWN’s managed services team on the solution implementation and transition the project to the our technical support staff.
- Project Closure Meeting – NWN conducts a project review, acceptance and closure meeting to close out the project. This includes a review of the scope for completion, BOM deliverables, final documents and Guilford County acceptance and survey documents.

Milestones & Deliverables:

- Technical documentation, to include:
 - Quick Reference Guides, Admin & configurations guides from manufacturer
 - All manufacturer’s manuals and documents received with products
- Project documentation, to include:
 - Project plan &/or task list, including work schedules
 - Status reports (written and/or verbal)
 - Action item list & Issues reports

Support and Management

In this phase, NWN will provide management of and support for the hosted solution. Engineers will be focused on managing and maintaining the healthy functioning of the hosted solution, providing end user support and administration services, and performing upgrades.

Assigned Support Team

- Solution Engineer Assigned to Account:** A solution engineer is a level 2 engineer with a broad set of experiences. For all levels of support, a solution engineer is assigned to your environment to facilitate a deeper understanding of your environment to assist in troubleshooting issues and providing valuable analysis reports of your network infrastructure. Also, they represent an additional point of contact into the managed services organization and a single point of escalation.
- Client Service Manager Assigned to Account:** NWN will assign a Client Service Manager (CSM) to take ownership for all activities associated with the client account. The key metric of their success is the Guilford County satisfaction ratings provided by the client as part of the annual operations assessment. Their role will be to manage the functional change request process, SLA reporting, Guilford County communications and being Guilford County advocate.

Monitoring and Incident Support

NWN will support the hosted solution, gateways located on the County’s network, and any additional devices or applications listed in the support configuration. NWN will monitor the health and performance of the hosted solution and NWN-managed critical devices on the County network. All monitoring alerts will be reviewed by the NWN Command Center. NWN will respond to alerts according to the Incident support information below.

Task	Supported
Incidence	
Hardware	✓
Operating System	✓
Configuration	✓
Performance	✓
Circuit	✓
Security	✓
Back-ups	✓
Messaging (if messaging device included in scope)	✓
IP Communication (if IPC device included in scope)	✓
Device Management	✓

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Examples of the types of issues we will resolve include:

- Communications Manager/Unity faults or hosted solution performance issues
- Gateway faults or performance issues
- Connectivity incidents or performance issues
- SIP or PRI Telco Connectivity

Incidents are escalated based on Severity. Severity is defined as follows:

Priority Level	Definition for Monitoring, Management & On-Demand Support Services
Priority 1	<ul style="list-style-type: none"> • A critical system or service is unavailable, causing a severe impact on operations. There is no alternative, redundant or back-up to this system or service.
Priority 2	<ul style="list-style-type: none"> • A critical system or service is slowed or interrupted, however a work-around is in place so that operations can continue. • A service interruption is occurring on a non-critical system or service.
Priority 3	<ul style="list-style-type: none"> • The functionality of a non-critical system or service has been degraded. • An error has been detected that is not affecting service performance or availability.

Should a Level 1 issue be identified, NWN will focus an engineer or team of engineers to fix the problem.

Vendor escalation will, many times, be immediate. For Level 2 and Level 3 situations, the client and NWN will agree upon an action and escalation plan based upon criticality and resource availability.

The County will designate a list of authorized callers that NWN will validate for security purposed upon opening a new case. It is the County’s responsibility to notify NWN should this contact list change. Notifications should be emailed and all urgent changes should be followed up via a phone call to the NWN Command Center.

For client-managed devices and applications that are part of the voice infrastructure (notably, switches), it is the client’s responsibility to resolve incidents and to ensure compliance with individual vendor’s requirements regarding version supportability. Products that are no longer supported by their respective vendor will be supported by NWN on a “best-effort” basis. If NWN can obtain support for these products on a “for-fee” basis, NWN will seek approval for this additional support from the client and will pass all fees associated with such requests back to the client. If NWN is requested to assist in troubleshooting client-managed devices and applications, additional hourly charges may apply.

System Support Services

NWN will provide 24/7 system support services for the hosted solution. The client may request support by email or by calling the NWN Command Center. Examples of the types of issues we will support include:

- User Administration (Moves, Adds, Changes)
- RMA processing (SmartNet required)

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The client or desktop support partner will be responsible for physical movement, return, and replacement of handsets as well as providing appropriate switch connectivity and PoE for handsets.

Monthly Management Reporting

Tracking and reporting are key components of the support services. On a monthly basis, NWN will provide a summary report of the work performed on the County's behalf. This will include:

- Incidents
- Scheduled Maintenance
- Functional Change Requests

Monthly Incident reporting

Incidents are captured in the ticketing system. On a monthly basis a snapshot is taken of what incidents have been completed over the course of the month as well as what incidents are currently outstanding. This information is included as part of the monthly summary report.

Monthly Scheduled Maintenance reporting

Scheduled Maintenance activities are captured in the ticketing system. On a monthly basis a snapshot is taken of what scheduled maintenance has been completed over the course of the month as well as what schedule maintenance is currently outstanding. This information is included as part of the monthly summary report.

Monthly Change request reporting

Functional Change requests are captured in the ticketing system. On a monthly basis a snapshot is taken of what functional change requests have been completed over the course of the month as well as what functional change requests are currently outstanding. This information is included as part of the monthly summary report.

7x24 Online Ticket Creation and Status

7x24 online access to the NWN ticketing system enables the County's to both create new tickets and find out the status of an existing ticket. When tickets are created, they are immediately routed to our command center engineers who are available 7x24. These tickets will be reviewed and addressed appropriately depending on the priority and level of service required.

In addition, any time day or night you can check the status of an existing ticket. Find out where it is in the work cycle, who it has been assigned to and what work has been accomplished to date.

Tickets may also be created via email.

Monthly analysis reports

On a monthly basis, the client will receive an analysis report of the critical information captured with regards to the client's environment along with a technical summary about the key statistics. These reports can be utilized to identify preventative maintenance activities as well as future planning on the technical direction for the network environment.

Scheduled System Maintenance

NWN will perform industry standard maintenance on the hosted solution and supported client devices in order to keep the system healthy, backed up, and functioning optimally. Should a scheduled system maintenance activity result in system unavailability, NWN will perform that maintenance during an off-hours window and will provide a minimum of 1 week notice.

Emergency System Maintenance (Un-scheduled)

NWN reserves the right to perform emergency maintenance on the hosted solution and supported client devices in order to keep the system operational and functioning optimally. Should an emergency maintenance activity be required to either prevent or resolve an emergency, NWN will notify the appropriate the County contacts as soon as possible before corrective actions are taken.

System Upgrades

NWN will upgrade the client environment to new releases within 18 months of release. Allowances may be made for 3rd party applications that are integrated with the client environment. Clients will upgrade 3rd party integration environments to compatibility to major Cisco releases within 24 months. NWN will upgrade client environments to minor releases upon agreement and as necessary.

Cisco's Compatibility Matrix is located at:

http://www.cisco.com/en/US/docs/voice_ip_comm/cucm/compat/ccmcompmatr.html

General Services Included

Annual Operational Assessment

NWN works to go beyond the tactical day-to-day support services, and include an annual operational assessment.

During the course of ongoing monitoring, support, and maintenance, work is performed and problems are solved on a tactical level. The annual assessment process is designed to ensure tactical IT Operations are in sync with strategic business goals and objectives.

Key components of the Annual Operations Assessment include:

- Match business challenges to potential Technology Solutions
- Review and adjust existing levels of support. Create action plans for improving level of support and value.
- Provide feedback on new and emerging technologies and trends
- Discuss effectiveness and satisfaction with NWN's services
- Improve NWN's understanding of the client's Business and internal Processes
- Understand the Risks and Impact to the Organization related to technology options
- Understand the Financial Metrics / ROI of technology choices

NWN Communication Service Level Agreements

Service Levels are calculated and reported monthly, and measured quarterly. Service Levels apply to support tasks based on priority and applicable NCare service.

Priorities are defined as follows:

Priority Level	Definition for Monitoring, Management & On-Demand Support Services
Priority 1	<ul style="list-style-type: none"> A critical system or service is unavailable, causing a severe impact on operations. There is no alternative, redundant or back-up to this system or service.
Priority 2	<ul style="list-style-type: none"> A critical system or service is slowed or interrupted, however a work-around is in place so that operations can continue. A service interruption is occurring on a non-critical system or service.
Priority 3	<ul style="list-style-type: none"> The functionality of a non-critical system or service has been degraded. An error has been detected that is not affecting service performance or availability.

NWNComm	Service Level Agreement
<ul style="list-style-type: none"> Service Availability 	NWNComm services will be available, measured from NWN's datacenter facility, 99.99% each month. ¹
<ul style="list-style-type: none"> Incident support 	Incidents within NWN's control will be resolved within the following timeframes (80%). ² <ul style="list-style-type: none"> Priority 1 – 4 hours Priority 2 – 2 business days Priority 3 – 3 business days
<ul style="list-style-type: none"> Service Requests / MACD 	Service Requests within NWN's control will be completed within the following timeframes (95%). ² <ul style="list-style-type: none"> Priority 1 – 4 hours Priority 2 – 1 business day Priority 3 – 2 business days
<ul style="list-style-type: none"> Functional Change Request 	Functional change requests completed within the following timeframes (80%) after customer authorization. ² <ul style="list-style-type: none"> Priority 1 – 2 business days Priority 2 – 5 business day Priority 3 – 10 business days

¹ Excludes scheduled maintenance. Other components of service availability are architecture dependent.

² Does not include time spent waiting for action outside of NWN control (including approval). Reporting period must contain a minimum of 10 case per priority.

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<ul style="list-style-type: none"> Support Availability 	NWNs Network Operations Center will be staffed 7 X 24 X 365
<ul style="list-style-type: none"> Monthly Reporting 	Monthly reporting will be delivered within 10 business days of the end of the reporting period

NWNComm SLA Penalties

Service Availability

The Service Availability Percentage will be 99.99% or greater. In the event that NWN fails to meet the 99.99% Uptime Percentage Service Level Agreement (SLA) in any calendar month during the Term, NWN shall issue Customer the following credits:

Service Level Credit (% of Monthly Recurring Charge):

99.99% and above	No Credit
between 99% and 99.98%	2%
between 98% and 98.99%	5%
between 97% and 97.99%	7%
between 96% and 96.99%	10%
between 95% and 95.99%	12%
between 94% and 94.99%	15%
between 93% and 93.99%	17%
Less than 93%	20%

Service Requests / MACD

In the event that NWN fails to meet the 95% target, NWN shall issue Customer a \$7.50 credit for each Service Request/MACD below the 95% target.

Client Requirements, Terms and Conditions

General Assumptions:

- The contract term is for five years beginning on the date the final phone is cut over to NWN's hosted solution.
- Billing:
 - NRC (Non-Recurring Charge/One-time fees) will be due upon contract execution.
 - MRC (Monthly Recurring Charge) services fees will be due the 1st of every month following service activations.
- NWN will start billing for services once a phone has been migrated to our service.
- If the project is put on hold due to Guilford County delays for a period over 60 days the County and NWN will work together to address closure of the existing project. A Project Change Request will be provided that addresses how to handle remaining billing on the project as well as how the remaining tasks will be completed. Re-scheduling the project is subject to existing NWN workload and will be scheduled accordingly.
- The County is responsible for deploying the Jabber client to end users. Remote user access for Jabber will require VPN connectivity to the County's network.
- The County will assist NWN with communication around and the porting of DID numbers. The County will need to sign a Letter of Authority (LOA) that will allow NWN to work with AT&T on the County's behalf.
- The County is responsible for all LAN and switching configuration changes that are required to implement Cisco Emergency Responder. NWN will provide the configuration changes that will be required.
- The County is responsible for providing Cisco SMARTnet or current maintenance contracts for all Cisco Voice Gateways and Call Manager Express Routers. This is required in order for NWN to obtain software updates/patches from Cisco and to have access to Cisco TAC. NWN will work with the County on a strategy to replace the gateways and routers once they are no longer supported by Cisco.
- NWN will provide best effort support for Cisco IP Phones that have reached end of support status or don't have an active SMARTnet or maintenance contract.
- The Master Services Agreement (MSA) in place between NWN and the County serves as the general terms and conditions of these services. This SOW proposal presents the specific details of this project under that agreement. These terms are supplemental to the MSA; any point of conflict defaults to the terms and conditions presented in the MSA that is in place between both parties. If no MSA is in effect between NWN and the County, the Terms and Conditions established in this SOW constitute the contract between both parties.
- Services may include use of certain equipment owned by NWN that is located at the County address, but the title to the NWN equipment will remain with NWN.
- the County agrees it will not engage in the following activities and will hold NWN harmless in the event that the County or one of the County's users:
 - Utilize the service to commit a fraud upon another party
 - Unlawfully uses the service
 - Abuses or misuses NWN's network or service

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- Project pricing assumes the County credit line has been established with NWN Corporation.
- Incremental additions, changes and deletions to device counts can be executed via a written change order to this contract and billing changes will be affected at the next billing cycle. Examples of changes include but are not limited to bandwidth, additional circuits, and/or number of users.
- For Monitoring Support: the County will provide space, power, network and internet connectivity for each monitoring server needed for the scope of the contract. NWN will provide the hardware and software for the monitoring server.
- The scope of services as outlined in the proposal applies to maintaining a healthy production local area network and wide area network environments.
- The scope of services as outlined in the proposal applies to maintaining a healthy production UC environment. Upgrades to the existing on premise application server and gateway environments would be considered outside the scope of this arrangement and would be treated as a project which would be contracted separately.
- In the event of any conflict between this agreement and the MSA the terms of this contract shall prevail.
- In the event of contract termination, NWN will have legal right to take possession of any equipment offered as a service under this agreement. All Equipment shall be returned to NWN at the date of service termination in the same condition and working order as when delivered to the County, reasonable wear and tear excepted, at NWN's expense.
- NWN shall retain all right, title and interest in the Hardware. All Hardware furnished to the County by NWN shall (i) be clearly marked or tagged as the property of NWN; (ii) be kept free of liens and encumbrances; (iii) not be modified in any manner by the County; and (iv) be maintained by the County with the same degree of care as the County uses with respect to its own valuable equipment, but in no event less than a reasonable degree of care for similar equipment. NWN shall bear the risk of loss or damage while the Hardware is in transit to and from the County's facility. While the Hardware is in the County's possession, the County shall bear the risk of loss or damage, including any internal Hardware moves made by the County. The County shall provide NWN a certificate of insurance or other proof of insurance or self-insurance at NWN's request that evidences the County's insurance coverages with respect to the Hardware and that the Hardware is covered by such insurance, and shall name NWN and its successors and assigns as an additional insured on such policies. The County shall endeavor to provide NWN with at least thirty (30) days prior written notice should the insurance be cancelled or coverage reduced.
- Equipment return policy is governed by the equipment manufacturer.
- Unless other specified, working hours for engineering services are normal business hours (8:00 am to 5:00 pm), Monday through Friday with no limitations of access to the workplace. Work performed after normal business hours will be billed at an additional charge.
- The County commits to the device counts listed in the Supported Devices section of this SOW for the duration of the contract.
- NWN will bill the County monthly, in advance for services performed under this SOW.
- NWN will invoice the County (net 30 days) for all materials when shipped and ownership passes, regardless of shipping destination. Procuring materials at time of contract protects the County project pricing and assures materials are available to meet project timelines.

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- The Installation, Customization and Initial Configuration services that are outlined in the Project Financial section will be invoiced upon contract approval.
- Payment terms are: NET 30 Days. Payment will be made by the County to NWN within thirty (30) days of receipt of correct invoice(s) and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.
- Warranties offered by the manufacturer will be passed along to the County. Extended warranties are available at an additional cost. No warranty on engineering labor services is implied, extended or presented in this proposal. Any disputes on the quality or validity of the engineering services are to be presented to NWN prior to the close of the project.

Technical Requirements/Assumptions:

- the County will perform and/or provide the following design/technical components as part of the delivery of this project:
 - Provide current network design.
 - Provide IP address schema and design specs.
 - Participate in all design and planning sessions and be prepared to sign off on all milestones.
 - Third party delays are recognized and accounted for.
 - The County provided information is correct and current.
- The County must provide outside phone and Internet access, at no additional charge, for all NWN staff when onsite.
- The County will ensure LAN Infrastructure is in place and configured to support Cisco Unified Communications. In the event NWN is asked to assist the County with LAN configurations, a Change Order will be issued for additional services
- The County is responsible for all hardware, software, licensing, maintenance or other required resources not explicitly listed on the Bill of Materials and subsequent Purchase Order.
- NWN is not responsible for configuration changes on any equipment not specifically stated in the above Statement of Work. This includes IOS upgrades on existing equipment.
- NWN is not responsible for any unknown hardware or software that may not be compatible with Unified Communications version 9.
- The County is responsible for all LAN and WAN configuration work effort to establish proper internal network connectivity in this scope of work.
- the County is responsible for all existing switch and router configuration work needed to establish proper connectivity in this scope of work unless otherwise noted in this SOW.
- The County will ensure that all structured wiring and structured wiring components are in place and operational to support the efforts in this project.
- The County will ensure that adequate electrical power, UPS, and surge protection are in place and operational to support hardware and software listed on this project.
- Equipment racks, shelves, and environmental requirements such as heating and cooling are the responsibility of the County. NWN will provide the County with these requirements upon request.
- The County is responsible for existing switch, router, and firewall configurations that may be required to complete this project. If NWN assistance is requested a change order will be required.

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- The work effort in this proposal assumes a continuous work effort that is established at the beginning of the project based on a project plan. If delays occur in the installation process due to the County related issues, then a change order will need to address any additional costs that arise due to this delay.
- NWN is not responsible for configuration changes on any equipment not specifically stated in the above Statement of Work.

Operational requirements/ assumptions:

- Assigning a representative to this project, who will coordinate the installation activity with the NWN Project Leader?
- Provide access to all work locations along with safety, access, security & emergency protocols.
- As needed, provide a work area for NWN to use during on-site activities to include Internet and public phone network access.
- The work effort in this proposal assumes a continuous work effort that is established at the beginning of the project based on a project plan. If delays occur in the installation process due to the County related issues, then a change order will need to address any additional costs that arise due to this delay.
- The County and NWN will mutually agree upon downtime prior to any installation and ensure this downtime is scheduled in advance so the County can make appropriate preparations at the facility.
- Provide parking passes and adequate parking for the NWN project team.
- When applicable provide the best possible prints and floor plans for use during the installation. These prints and floor plans will become the property of NWN.

Guilford County Requirement/Deliverables:

- Assigning a representative to the scheduled activities/ engineering work, who will coordinate the movement and activities of the NWN staff member.
- A Customer Point of Contact will be available as needed.
- Provide access to all work locations.
- As needed, provide a work area for NWN to use during on-site activities.
- Provide adequate parking or parking passes for the NWN service team.
- Provide the best possible information (technical, policies, procedures, and prints, diagrams) to accomplish the assigned activities.
- Provide safety and security information related to the work area, building egress, etc. during the onsite work.
- The County will facilitate and provide any site work permits needed for requested services.

Project Financials

The below pricing summary shows both the initial Non-Recurring Fees/One-Time costs (NRC), monthly recurring costs (MRC). The MRC will be billed monthly for the term of the contact.

Pricing Summary:

Guilford County							
Part Number	Description	Quantity	NRC Per Item	MRC Per Item	Item Type	Extended NRC	Extended MRC
User and Device Licenses							
NWNComm-1001	Essential and Analog Device Service - includes adv call accounting	119	\$ -	\$ 5.00	Device	\$ -	\$595.00
NWNComm-1005-MIG-N	Foundation plus Messaging Service - Migration - Includes adv call accounting	2246	\$ -	\$ 8.50	Device	\$ -	\$19,091.00
NWNComm-1007	Messaging Service Only	1	\$ -	\$ 3.75	User	\$ -	\$3.75
Hosted Voice and Messaging Platform - High Availability							
IaaS-UCM-5000-HA	Cisco UC Server (UCM <5,000 Devices)	1	\$ -	\$ 1,365.00	Platform	\$ -	\$1,365.00
IaaS-VM-5000-HA	Cisco UC Server (Unity <5,000 Devices)	1	\$ -	\$ 910.00	Platform	\$ -	\$910.00
Call Center Services							
IaaS-CC-500	Cisco Call Center (<500 Agents)	1	\$ -	\$ 910.00	Platform	\$ -	\$910.00
NWNComm-1505	Call Center Agent or Supervisor	150	\$ -	\$ 53.00	Agent or Sup	\$ -	\$7,950.00
NWNComm-1506	Call Center Quality Management	150	\$ -	\$ 10.00	Agent or Sup	\$ -	\$1,500.00
Telecom Circuits							
NWNComm-1450	MPLS - 10M - Customer Provided	2	\$ -	\$ 1,200.00	Custom	\$ -	\$2,400.00
NWNComm-1420	Centralized SIP Trunks (Local & LD)	225	\$ -	\$ 16.00	Trunk	\$ -	\$3,600.00
NWNComm-1423	DID Service (New or Ported) - Includes up to 50 directory listings	2500	\$ -	\$ 0.65	DID	\$ -	\$1,625.00
Managed Devices - Includes support, implementation and product replacement							
NWNComm-1109	Managed Gateway - Existing	25	\$ -	\$ 160.00	Gateway	\$ -	\$4,000.00
Total						\$ -	\$43,949.75

Payment: As full compensation for NWN's delivery of the goods and/or services, the County agrees to pay the amounts for the goods and/or services as set out herein. Payment will be made by the County to NWN within thirty (30) days of receipt of correct invoice(s) and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract. The financial exposure to the County under this Contract is not to exceed \$2,636,985.00, which translates to the monthly cost being \$43,949.75 per month as shown on the Pricing Summary above.

NWN Communication Contract Termination Schedule

The Contract Termination Schedule is based on the Contract Termination Value. The below matrix below shows in detail the additional costs associated should the County decide to terminate this contract before maturity. The County will be required to notify NWN in writing 3 months in advance of their intent to cancel. After the three month notice, NWN will assess an early termination fee based on the schedule below.

Included in this fee are the services to assist the Guilford County with the transition to another Unified Collaboration/Communication system if the contract is terminated.

Contract Termination Value: \$TBD

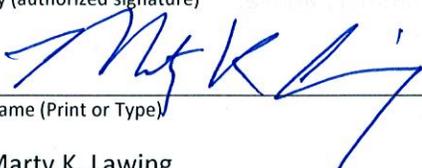
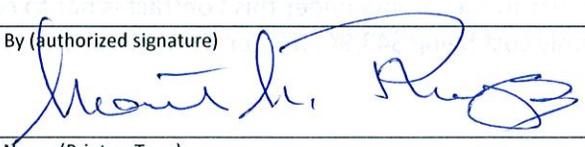
Timing	Termination Fee
• 0 to 12 months	80% of Contract Termination Value
• 13 to 24 months	60% of Contract Termination Value
• 24 to 36 months	40% of Contract Termination Value
• Greater than 36 months	Months executed / 60 (Total months) * Contract Termination Value

Approvals

In order to complete this contract, we must receive the following:

- Signed copy of this document
- Authorized Purchase Order

The undersigned certifies that he/she is duly authorized to commit the County to pay for the above products and/or services upon satisfactory delivery and/or performance:

Guilford County		NWN	
By (authorized signature) 		By (authorized signature) 	
Name (Print or Type) Marty K. Lawing		Name (Print or Type) Mont M. Phelps	
Title (Print or Type) Guilford County Manager	Date: 5-4-16	Title (Print or Type) CEO	Date: 4/20/2016
ATTEST:  (COUNTY SEAL)	Guilford County Clerk to Board	ATTEST:  (CORPORATE SEAL)	Corporate Secretary

NWN Hosted VoIP Licenses Descriptions

NWNComm Hosted VoIP License Bundle The following table outlines features associated with NWN's Hosted VoIP licensing bundles. An "X" indicates the feature is provided with the associated license bundle and an "O" indicates the feature is available with the license as an optional add-on.

Licensing for NWN's Hosted VoIP solution is provided through three license bundles.

- Foundation
- Foundation plus Messaging
- Standard

Functionality	Collaboration Apps	Foundation	Standard
Full Voice\Call Control	Unified Communication Manager	●	●
Number of Devices		1	10
Mobility (SNR)	Cisco Unified Mobility	●	●
Native Video	Video Endpoint(s)	●	●
Unified Messaging and Voice	Unity Connection	●	●
Jabber IM & Presence	Jabber IM	●	●
Jabber Call Control	Jabber (Full UC)	○	●
Jabber Video, Desktop Sharing, Desktop Video, Visual Voicemail & File Transfer	Jabber (Full UC)	○	●

● Included ○ Optional Add-ons

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Traditional Services Component	NWNComm Hosted Collaboration License Bundle	
	Foundation	Standard
Number of Devices Supported (Handset or Softphone)	1	10
Auto Attendant	X	X
Call Features <ul style="list-style-type: none"> • Call Preservation for Active Calls • Barge • Call Forward • Call Hold/Resume • Call Park • Call Pickup, Direct Call Pickup and Group Call Pickup • Call Transfer • Client Matter Codes (CMC) • Forced Authentication Codes • Do Not Disturb • On-Hook and Off-Hook Dialing • Join across lines (join callers from different lines) • International dialing • Call Blocking • Call Waiting • 	X	X
Conferencing <ul style="list-style-type: none"> • Ad hoc Conferencing 	X	X
Phone Features <ul style="list-style-type: none"> • Hands-free Speakerphone support • Audible and Visual Indication of Ringing Line • Call Status per Line • Mappable Soft Keys • Answer/Release • User-configurable Ring Setting • Busy Lamp Field 	X	X
Fax/Modem Support <ul style="list-style-type: none"> • Fax/Modem over IP 	X	X
Outgoing Call Routing <ul style="list-style-type: none"> • Direct Outward Dial (DOD) • Abbreviated dialing 	X	X
Incoming Call Routing <ul style="list-style-type: none"> • Direct Inward Dial (DID) • Auto Answer • Calling Line ID • Calling Name ID • Dialed Number ID Service (DNIS) • Unassigned Directory Numbers 	X	X
Directories <ul style="list-style-type: none"> • Cisco Personal Address Book • Directories • LDAP Support 	X	X
Phone Presence	X	X

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Advanced Services Component	NWNComm Hosted Collaboration License Bundle	
	Foundation	Standard
Assistant/Manager Control <ul style="list-style-type: none"> • Manager-Assistant Service 	X	X
Conferencing <ul style="list-style-type: none"> • Multi-Party Meet-Me/Ad Hoc Conferencing • Secure Conferencing • Conference Chaining 	X	X
Usability Enhancements <ul style="list-style-type: none"> • Privacy • Extension Mobility 	X	X
Outgoing Call Routing <ul style="list-style-type: none"> • Click-to-Call • Click-to-Dial • Multiple Line Appearance 	X	X
Outgoing Call Routing <ul style="list-style-type: none"> • Toll Restriction 	X	X
Incoming Call Routing <ul style="list-style-type: none"> • Hunt Groups • Select Specified Line Appearance • Shared/Bridged Line Appearances • Call Coverage 	X	X
Single number reach <ul style="list-style-type: none"> • Have Calls Ring Up to Six Other Devices and Bring Voice Mail Back to UGU Voice Mail System • Enterprise Mid Call Features through DTMF (Conference, Transfer, Hold, Resume, Call Park) 	X	X
Desk and mobile pick up <ul style="list-style-type: none"> • Mobile voice access • Dial by Office (with Carrier Integration) 	X	X
Desk and mobile pick up <ul style="list-style-type: none"> • Mobile voice access • Dial by Office (with Carrier Integration) 	X	X
Softphone Clients <ul style="list-style-type: none"> • IP communicator • UC CUCIMOC • Jabber Desktop • Jabber Mobile (iPhone, iPad, Android) 	X	X
Additional Features <ul style="list-style-type: none"> • Callback queuing • Message waiting light • Multi-lines • Paging • Restricted calling including incoming only and outgoing only • Ring again • Ring-down circuit • Simultaneous ringing 	X	X

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<ul style="list-style-type: none"> Speed dial Station message detail recording 		
Unified Communications Features – Cisco Jabber for Windows, Mac, iPhone, iPad and Android	NWNComm Hosted Collaboration License Bundle	
	Foundation	Standard
Instant Messaging and Chat <ul style="list-style-type: none"> Point to Point Chat Group Chat Chat Groups Instant Messaging History Logging Directory Integration Policy and Compliance: Administer Presence Policy and IM Retention 	X	X
Presence <ul style="list-style-type: none"> View Availability of Co-workers and Colleagues Customize Status and Availability Messaging Integrate Free/Busy Status with Microsoft Exchange and Outlook Alert When Contact is Available Do Not Disturb or Blocked Presence Status Control who views presence information 	X	X
Voice Calling (Soft Phone) <ul style="list-style-type: none"> Make, Receive and Control Phone Calls Calling Functions – Mute, Call Transfer, Call Forward, and Conference Access Call History 		X
Screen/Desktop Sharing <ul style="list-style-type: none"> Windows and MAC Only 		X
File Transfer*		X
Policy and Compliance: Administrator Presence Policy, IM Retention		
Desktop and Mobile Video Conferencing – Point to Point		X
Desktop Video Conferencing – Multi-Party		O
Visual Voice Mail <ul style="list-style-type: none"> View, Play Back, and Delete Voice Message with Jabber Client (Windows, Mac, iPhone, iPad and Android) 		X
Click to Chat, Call or Video from Outlook – Windows and Mac Only		X
Federation with Other XMPP Compliant Chat/IM Environments <ul style="list-style-type: none"> Microsoft Lync, WebEx Connect, AOL, GoogleTalk, IBM Lotus Same Time, Other Jabber Environments 		X
Microsoft Windows or MAC Compatible		X
iPhone, iPad and Android Compatible	X	X

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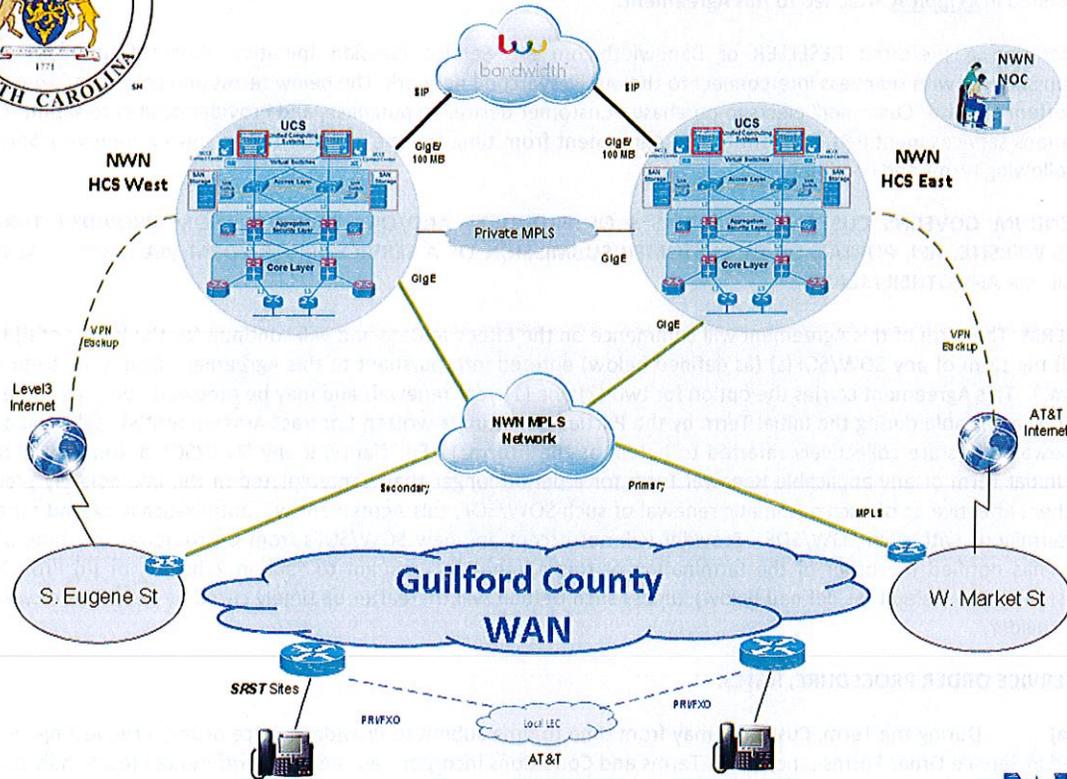
Mobile Features <ul style="list-style-type: none"> • Phone-only Mode – Use Jabber Application as a Full Featured Cisco Unified IP Phone with Video Capability • Handoff to Mobile Voice Network – Handoff your VoIP Call to Your Mobile Carrier’s Network as You Leave Your Wireless Network. (iPhone and Android only; Cisco Wireless Networks Preferred) 		X
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Messaging Service Components	NWNComm Hosted Voicemail License Bundle	
	Foundation plus Messaging and Standard	
Voicemail Box <ul style="list-style-type: none"> • Record up to five personal greetings • Can specify after-greeting action • Can send notifications for messages from a particular user or phone number • Can create private distribution list and send messages to this list 		X
Security <ul style="list-style-type: none"> • Password and PIN policy options • Call restriction tables to prevent toll fraud • Secure private messaging • Voice message aging policies • HTTPS for secure web access • Security event logging 		X
Voicemail Access <ul style="list-style-type: none"> • Visual notification of new messages on hard phones or soft clients • retrieve messages remotely • Automatic system date and time stamp for messages • Customizable number of rings before announcement is activated • Process messages play, repeat, pause, skip, stop, forward, delete) Address message to multiple recipients • Remove introductions to forwarded messages • Search for messages by name, caller ID, phone number, extension • Mark messages as regular, urgent, or private • Create secure messages (no playback when sent outside of company) • Record messages for future delivery • Request return receipts for recorded messages • Live reply (Internal and external callers) -immediately reply to messages from other users • Address messages by extension or by name • Message delivery to non-subscribers or subscribers at 		X

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non-office telephone numbers	
Single Inbox - Unified Messaging <ul style="list-style-type: none"> Integration with Exchange and Above and Office 365 Voicemails are Sent to Email as a Sound File Voicemails Are Deleted from the Voice Mail System When 	X
Integrated Email, Voicemail, with SMS Notification <ul style="list-style-type: none"> Forward voicemail as voice file the Gmail. View email, voicemail and together from an IMAP client: Microsoft -Outlook, Entourage for Mac Notification alert by SMS for receipt of voicemail, emails, faxes, dispatch messages, calendar appointments and meetings: Notification content includes name of sender, originating phone number if sender name not available, messages marked as urgent or private SMS message sent for each message or list of messages 	X
Visual Voicemail <ul style="list-style-type: none"> View voice messages like email on Cisco IP Phone display 	X
Speech Connect and Auto Attendant <ul style="list-style-type: none"> Connect quickly with right person using voice Partition support 	X
Speech-Enabled Messaging, Email, and Calendar Access <ul style="list-style-type: none"> Access appointments in Microsoft Exchange calendar from phone Access emails from phone List and play email message attachments Process voicemail messages by voice Play voicemail messages by voice Edit and manage personal greetings by voice Speak voicemail passwords, time, and dates 	X
SpeechView (Speech-to-Text) <ul style="list-style-type: none"> Speech-to-text transcription of voicemail messages 	Optional – Priced on a Per Customer Basis

Appendix A – High Level Design



Appendix B – SIP Trunking Addendum

This Addendum is made and entered into this 21st of April, 2016, and is **effective as of November 1, 2016** (the “Effective Date”), by and between **NWN Corporation**, a **Provider**), and **Guilford County**, (on behalf of itself and its affiliates, “Customer”). Both Provider and Customer may also be referred to as “party” or “Party”, or when referred to collectively or together, may also be referred to as either the “parties” or “Parties”. Capitalized terms not otherwise defined in this Agreement (as defined below) will be as defined in **Exhibit A** attached to this Agreement.

NWN Corporation a preferred RESELLER of Bandwidth.com SIP Service (Session Initiation Protocol) provides Hosted Collaboration Services with seamless interconnect to the public switched network. The below terms and conditions apply to the SIP service offering(s) the “Customer” elects to purchase. Customer desires to purchase, and Provider desires to supply, certain communications services identified pursuant to this Agreement from time to time as described in this Agreement (“Services”) under the following terms and conditions.

THIS ADDENDUM GOVERNS CUSTOMER PURCHASES OF PRODUCTS AND/OR SERVICE(S) FROM PROVIDER THROUGH PROVIDER’S WEBSITE, API, PORTAL, OR BY CUSTOMER SUBMISSION OF A SERVICE ORDER FORM VIA PHONE, FACSIMILE, EMAIL, MAIL, OR ANY OTHER MEANS.

1. **TERM.** The term of this Agreement will commence on the Effective Date and will continue for the longer of (i) five (5) years, or (ii) the term of any SOW/SOF(s) (as defined below) entered into pursuant to this Agreement from time to time (the “Initial Term”). This Agreement carries the option for two (2) one (1) year renewals and may be renewed upon the same terms and conditions applicable during the Initial Term by the Parties executing a written Contract Amendment(s). (The Initial Term and all Renewal Terms are collectively referred to herein as the “Term”). For clarity, if any SOW/SOF automatically renews during the Initial Term or any applicable Renewal Term for a period longer than contemplated in the immediately preceding sentence, then, effective as of such automatic renewal of such SOW/SOF, this Agreement will automatically extend for a term at least coterminous with such SOW/SOF. Provider will not accept any new SOW/SOFs from Customer at any time after (i) either Party has notified the other of the termination of this Agreement pursuant to Section 7 below; or (ii) Provider has notified Customer of a Default (as defined below), unless such Default will thereafter be timely cured by Customer or waived in writing by Provider.

2. **SERVICE ORDER PROCEDURE; RATES.**

(a) During the Term, Customer may from time to time submit to Provider service order(s) requesting Service(s) as described in Service Order Forms (and/or the Terms and Conditions incorporated therein by reference) (each individually an “SOF” and collectively the “SOFs”), Rate Sheets, Terms and Conditions, Exhibits, any other attachments to this Agreement, and the Acceptable Use Policy (“AUP”) agreed upon by Provider, and posted by Provider’s partner Bandwidth.com from time to time at www.bandwidth.com/resources/legal, all of which are fully incorporated by reference within this Agreement between Customer and Provider (collectively referred to herein as the “Agreement”). Provider reserves the right in its sole discretion to reject or request modifications to any SOF(s) and/or Terms and Conditions Customer presents from time to time during the Term prior to acceptance of the applicable SOF by Provider. Provider will notify Customer of acceptance (in writing or electronically) of any applicable SOF. Upon acceptance of an SOF, Provider will use commercially reasonable efforts to meet Customer’s requested service start date(s), and will notify Customer if Provider does not anticipate that Provider can meet any requested service start date(s). Customer’s obligation for payment of Service(s) and the term of each SOF will commence on the applicable service start date (or any other commencement date provided in the applicable SOF) (“Service Commencement Date”). Any SOF not accepted by Provider will not be a valid SOF pursuant to this Agreement and Provider will have no liability or other obligations with respect to such SOF; provided, however, if Customer utilizes Service(s) without first submitting an SOF accepted by Provider, Provider’s standard Terms and Conditions applicable to such Service(s) will apply and Customer will remain obligated to pay for such Service(s) pursuant to this Agreement.

(b) All Service(s) will be provided in accordance with applicable SOW or SOFs, Terms and Conditions and Rate Sheets and any applicable Tariffs (collectively referred to herein as the “Rates”) for the applicable jurisdictions in which Service(s) are provided, in accordance with the applicable provisions of this Agreement. If no applicable Rates are attached (or Customer utilizes Service(s) without first submitting an SOF accepted by Provider), Provider’s standard rates will apply and will constitute the “Rates” for the purposes of such Service(s). Miscellaneous charges and/or fees imposed by any third party

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carrier or underlying provider **for goods or services not covered under this Contract** from time to time, whether charged to or against Provider, will be payable by Customer, including, without limitation, any cost recovery fee which will represent an accurate and non-inflated recovery of the miscellaneous charges and/or fees to or against Provider associated with the provision of Service(s) by Provider to Customer.

3. PAYMENT.

(a) Unless the Terms and Conditions of any applicable SOF provide for prepayment to Provider by Customer with respect to any applicable Service(s), Customer will pay the undisputed fees for all Service(s) no later than thirty (30) calendar days after Customer receives accurate invoice(s) from Provider ("**Due Date**"). It will not be a defense to nonpayment that all or any portion of charges for Service(s) were incurred by unauthorized users. Restrictive endorsements or other statements on checks accepted by Provider will not apply.

(b) All applicable federal, state or local taxes and all use, sales, commercial, gross receipts, privilege, surcharges, or other similar taxes, license fees, miscellaneous fees, and surcharges, whether charged to or against Provider, will be payable by Customer, including, without limitation, any cost recovery fee which will represent an accurate and non-inflated recovery of Provider's, or any underlying provider's, miscellaneous tax, surcharge, and fee payments to federal, state or local governmental authorities associated with the provision of Service(s) by Provider to Customer pursuant to this Agreement, excluding taxes on Provider's income; Provider will itemize all such amounts on Customer's invoices.

(c) Provider retains the right to invoice, including any amended or corrected invoices, for Service(s) for a period of up to three (3) months after the date Provider provided the Service(s) to Customer; provided, however, Provider retains the right to invoice, including any amended or corrected invoices, (i) for a period of up to nine (9) months with respect to any charges or surcharges pursuant to any applicable SOF with respect to any calls and/or Usage sent to Provider by Customer for termination that are not IP Originated; and (ii) for a period of up to six (6) months with respect to any charges pursuant to any applicable SOF with respect to any Short Duration Call, any payphone calls, and/or any surcharge. Provider will retain such rights for such period notwithstanding any prior invoices to Customer for the same period(s) and regardless of any otherwise conflicting terms or conditions of this Agreement. For the duration of this period, Provider will not be deemed to have waived any rights with regard to invoicing for the provided Service(s) that are subject to this period, nor will any legal or equitable doctrines apply, including estoppel or laches.

4. BILLING DISPUTES. If Customer disputes any invoiced charges, Customer may withhold any amounts disputed in good faith, will pay in full all undisputed charges invoiced by the applicable Due Date, and will submit written notification on or before the applicable Due Date by email sent to NWN with "Notice of Billing Dispute" in the subject line of the email with respect to any disputed charges. Such email will include Customer's complete contact information, the specific dollar amount in dispute, detailed supporting reasons for the dispute, and any supporting documentation, if available. The Parties will work together in good faith to investigate any disputed charges and use commercially reasonable efforts to resolve any payment dispute within thirty (30) calendar days after receipt of such a "Notice of Billing Dispute" from Customer. Any dispute resolved in favor of Customer will be credited to Customer's next invoice(s); any disputed amounts resolved in favor of Provider will be due and payable by Customer immediately. Provider reserves the right to deny any and all matters described in any "Notice of Billing Dispute" (or delay Provider's determination of the validity of any matters described in any "Notice of Billing Dispute") if Customer's account is in arrears or otherwise not in good standing in accordance with Provider's customary practices and policies.

5. DEFAULT; REMEDIES. Upon the occurrence of a Default, Provider may, in addition to delivering an Escalation Notice pursuant to Section 17(a) below: (i) suspend Provider's performance of any or all Service(s) without liability or further obligation immediately; (ii) terminate any or all SOF(s) (or any portion thereof) without liability or further obligation immediately upon written notification of termination to Customer; and/or (iii) terminate this Agreement without liability or further obligation immediately upon written notification of termination to Customer; provided, however, upon the occurrence of any Default pursuant to clause (iii) of the definition of "Default" arising due to the acts or omissions of Customer's customers and/or End Users, Provider will, to the extent reasonably practicable, suspend Provider's performance of Services only with respect to any phone number(s) used by Customer's customers and/or End Users causing any such Default. All remedies expressed in this Agreement are without exclusion as to any rights or remedies that the parties may have under this Agreement or which may be recognized under controlling law.

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6. ACCEPTABLE USE POLICY. All use of SIP Service(s) must comply with Provider's agreed upon Acceptable Use Policy ("AUP") posted by NWN's partner, Bandwidth.com from time to time at www.bandwidth.com/resources/legal. The AUP is incorporated herein by reference and subject to change. Provider reserves the right to cooperate with legal authorities and/or injured third parties in the investigation of any suspected crime or civil wrong, including, without limitation, due to or arising as a result of any violation of the AUP.

7. TERMINATION.

(a) Customer may terminate this Agreement or any applicable SOW/SOF(s) as of the end of the Term (or the term of any applicable SOF(s)) by written notice to Provider not less than sixty (60) calendar days prior to the end of the Term and/or sixty (60) calendar days prior to the expiration of any applicable SOF(s), as the case may be. Provider will disconnect, or will cause to be disconnected, such Service(s), pursuant to such written notice. Customer will notify Provider of any and all requests for termination or disconnection of Services, including, without limitation, the porting out of billable telephone numbers (also referred to as DIDs), whether port outs are known or unknown by Customer; Customer remains solely responsible for all billable charges related to ported out DIDs. In addition, Customer may terminate this Agreement and/or the applicable SOW/SOF(s) without penalty or further liability (i) pursuant to Section 8(b) as provided therein, (ii) in the event Provider materially breaches its obligations hereunder or in any SOW/SOF and fails to cure such breach within thirty (30) days from receipt of written notice thereof, (iii) upon the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings, by or against Provider, unless such proceedings have been dismissed or discharged not later than the date thirty (30) calendar days immediately after the commencement of such proceeding; (iv) upon the making of an assignment for the benefit of creditors, adjudication of insolvency, or institution of any reorganization arrangement or other readjustment of debt plan, of or by Provider; (v) upon the appointment of a receiver for all or substantially all of Customer's assets and/or (vi) otherwise in accordance with the SOW/SOF(s).

(b) Provider may terminate this Agreement or any applicable SOW/SOF(s) (or any portion thereof) as of the end of the Term (or the term of any applicable SOW/SOF(s)) by written notice to Customer (via email or other written notice) not less than sixty (60) calendar days prior to the end of the Term and/or sixty (60) calendar days prior to the expiration of any applicable SOW/SOF(s), as the case may be. Provider will disconnect, or will cause to be disconnected, such Service(s), pursuant to written notice provided by Customer not earlier than expiration of the applicable SOW/SOF(s).

(c) In addition to any other rights that Provider has or may have pursuant to this Agreement, including, without limitation, Section 5 above, if Provider determines, in its discretion, that Customer's use of any Service(s) (or the specific method or technology utilized by Customer and/or Customer's customers and/or End Users) materially and adversely interferes with or otherwise places in jeopardy Provider's network, other customers, partners and/or the overall business(es) of Provider or any of Provider's other customers or partners, Provider may suspend or terminate this Agreement, any applicable SOW/SOF(s) and/or any or all Service(s) immediately upon as much prior notification to Customer as is practicable under the circumstances, if any.

(d) Upon termination of this Agreement and/or any applicable SOW/SOF(s), then Provider may collect from Customer: (i) all amounts due and payable pursuant to this Agreement, including, without limitation, any document incorporated by reference into this Agreement, for Service(s) provided prior to such termination, including, without limitation, any past due balance at the time of such termination but excluding any amounts previously disputed pursuant to Section 4 above, which will be due and payable, if applicable, upon resolution of any such dispute; (ii) other than upon termination by Customer pursuant to Section 7(a) above, the total of all minimum commitments, if any, for any Service(s) for the remainder of the Term applicable pursuant to any applicable SOW/SOF(s); (iii) other than upon termination by Customer pursuant to Section 7(a) above, any early termination charges, if any, specified in any applicable SOW/SOF(s), Terms and Conditions, or any other document or agreement between Customer and Provider ("Early Termination Charges"); and (iv) if such termination arises pursuant to any Default, any non-recurring charges previously waived at any time by Provider. If Customer terminates this Agreement early, Customer will pay the amounts as set forth in the NWN Communication Contract Termination Schedule. Customer acknowledges and agrees that the damages arising due to the early termination of this Agreement would be difficult to determine and, therefore, for the sake of efficiency, economy and convenience, any Early Termination Charges constitute liquidated damages and are not intended as a penalty or to be punitive in nature. If any monthly minimum commitment applies to any Service(s) described in any applicable SOW/SOF, Terms and Conditions or any other document or agreement between Customer and Provider and Customer terminates the SOW/SOF for any reason at any time prior to the completion of the Initial SOW/SOF Term, Customer will pay to Provider an Early Termination Charge equal to (i) the applicable monthly

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minimum commitment, multiplied by (ii) the number of months remaining in the Initial SOW/SOF Term (*pro rated* for any partial months remaining in the Initial SOW/SOF Term).

(e) If this Agreement expires or is terminated for any reason other than Default, Provider will, upon Customer's written request, continue to provide the Service(s) for a ninety (90) day period immediately after such termination (the "Wind Down Period") to enable Customer to locate and transition to an alternative provider. During the Wind Down Period, the charges set forth and payment terms prescribed in this Agreement, any applicable SOW/SOF, Terms and Conditions, or any other applicable document or agreement will remain applicable, including, without limitation, any then-applicable monthly minimum commitment. A Wind Down Period will not apply upon the expiration of the Initial Term or any Renewal Term if Customer gives notice of nonrenewal to Provider pursuant to Section 1 and Section 7(a) above; for clarity, a Wind Down Period will apply upon the expiration of the Initial Term or any Renewal Term if Provider gives notice of nonrenewal to Customer pursuant to Section 1 and Section 7(b) above. If a Default occurs during the Wind Down Period, then Provider may immediately terminate the Wind Down Period.

8. MAINTENANCE; SERVICE MODIFICATIONS.

(a) Provider may from time to time interrupt or otherwise impact SIP Service(s) for routine maintenance. Provider will make commercially reasonable efforts to provide to Customer reasonable advance notification (via phone, email or other means) of such maintenance which advance notice shall be not less than 48 hours in advance if such maintenance is to occur other than between the hours of 11:30 PM and 6:00 AM Eastern. Provider will use commercially reasonable efforts to perform such maintenance in a manner that will not unreasonably interrupt Service(s). Provider normally will perform maintenance between the hours of 11:30 PM and 6:00 AM Eastern. If Provider determines that emergency maintenance is necessary for any reason, Provider will make commercially reasonable efforts to notify Customer with respect to the anticipated down-time and/or other information pertinent to the affected Service(s). Customer will provide Provider contact(s) for communications contemplated by this Section 8(a). Customer authorizes Provider to monitor and record calls to or from Provider concerning the Services for Provider's training and quality control purposes.

(b) Unless the terms of an SOW/SOF(s) or applicable Terms and Conditions expressly provide otherwise, Provider may amend or modify Service(s), any applicable SOW/SOF(s), any Rate Sheets, any Terms and Conditions and/or any Addendum(a) attached or applicable to any Service(s) or any SOW/SOF(s) thirty (30) calendar days after written notice to Customer; provided, however, except as otherwise expressly provided in this Section 8(b), Provider may not amend or modify any Service(s), any applicable SOW/SOF(s), any Rate Sheets, any Terms and Conditions, and/or any Addendum(a) attached or applicable to any Service(s) or any SOW/SOF(s) in any way that (i) materially adversely affects any applicable Service(s), or (ii) increases the cost of such Service(s) specified in the applicable SOW/SOF(s), other than increases to Rates pursuant to any Terms and Conditions applicable to any applicable SOW/SOF(s); provided, however, any increase to the cost of any Service(s) attributable to fees, taxes or any other charges imposed or required by any governmental authority will be excluded for the purposes of this clause (ii). If any amendment or modification materially adversely affects any applicable Service(s) or increases the cost of such Service(s) (excluding any increase to the cost of any Service(s) attributable to fees, taxes or any other charges imposed or required by any governmental authority for these purposes), then Customer may terminate the applicable SOW/SOF(s) without obligation for any otherwise applicable Early Termination Charge by written notice delivered to Provider not later than the date thirty (30) days immediately after Customer's receipt of Provider's written notice of such amendment or modification. For clarity, if Customer terminates any applicable SOW/SOF(s) pursuant to the immediately preceding sentence, Customer will pay Provider promptly all amounts due and payable pursuant to this Agreement for Service(s) provided prior to such termination. If Customer does not notify Provider of the termination of the applicable SOW/SOF(s) prior to the date thirty (30) days immediately after Customer's receipt of Provider's written notice of such amendment or modification, Customer will be deemed to have received and accepted such amendment or modification.

9. LIMITATION OF LIABILITY; NO WARRANTIES; INDEMNIFICATION.

(a) Provider will not be liable for (i) delays in the installation, commencement or restoration of any Service(s); (ii) any temporary or permanent cessation of any Service(s); (iii) errors, malfunctions, delays or defects in the transmission of any Service(s); (iv) loss or damage occasioned by any Force Majeure Event; and (v) to the fullest extent permitted by applicable law, for injury to or death of any person and/or damage to or loss of any property arising out of or attributable to any Service(s) and/or performance pursuant to this Agreement, in each case unless caused by Provider's gross negligence or willful misconduct.

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(b) Except due to (i) damages caused by Provider's willful misconduct or gross negligence; (ii) Provider's breach of its obligations pursuant to Section 18 below; (iii) with respect to any indemnification obligation of Provider, and/or (iv) Customer's obligations pursuant to Section 3 above, the aggregate liability of each Party hereunder, for any and all causes of action and/or claims, liabilities, expenses, damages, costs or losses arising out of or relating to this Agreement, whether based in contract, warranty, negligence or otherwise, including, without limitation, intellectual property infringement, will in no event exceed (i) except as provided in clause (ii) or clause (iii) below, in the aggregate an amount equal to six (6) times the aggregate amount invoiced by Provider for Service(s) rendered during the calendar month prior to the calendar month in which the event giving rise to liability occurred, (ii) if the event giving rise to liability relates to 911 / E911 Services, in the aggregate an amount equal to the amount invoiced by Provider for such Service(s) rendered during the calendar month prior to the calendar month in which the event giving rise to liability occurred, or (iii) if applicable, the replacement value of any Customer premise equipment lost or damaged as a result of Provider's gross negligence or willful misconduct.

(c) EXCEPT DUE TO (I) DAMAGES CAUSED BY A PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, (II) A PARTY'S BREACH OF ITS OBLIGATIONS PURSUANT TO SECTION 18 BELOW AND/OR (III) WITH RESPECT TO ANY INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, RELIANCE OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST REVENUES, LOST SAVINGS OR HARM TO BUSINESS AND WHETHER LIABILITY IS ASSERTED IN, AMONG OTHER THINGS, CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE AND STRICT PRODUCT LIABILITY) AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY RELEASES THE OTHER PARTY, ITS SUBSIDIARIES AND AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM TO THE EXTENT EXCLUDED BY THE FOREGOING EXCLUSION OF NON-DIRECT DAMAGES. WITH RESPECT TO ANY INDEMNIFICATION, THE INDEMNIFYING PARTY ONLY WILL BE LIABLE TO THE OTHER PARTY FOR THE LOSSES INCURRED BY THE INDEMNIFIED PARTY (INCLUDING DAMAGES AND LOSSES PAYABLE TO A THIRD PARTY) AND SUBJECT TO INDEMNIFICATION. THE PARTIES WAIVE ANY CLAIM THAT THE EXCLUSIONS OR LIMITATIONS OF THIS SECTION 9 DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE.

(d) PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, FOR THE SERVICE(S) PROVIDED PURSUANT TO THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PROVIDER DOES NOT WARRANT THAT THE SERVICE(S) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SERVICE(S) WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SERVICE(S) WILL PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. PROVIDER EXERCISES NO CONTROL OVER, AND HEREBY DISCLAIMS ANY RESPONSIBILITY FOR, THE ACCURACY AND QUALITY OF ANY INFORMATION TRANSMITTED WITH THE USE OF THE SERVICE(S). CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S OR ITS CUSTOMER'S AND/OR END USER'S USE OF THE SERVICES PROVIDED BY PROVIDER. PROVIDER HAS NO CONTROL OVER AND EXPRESSLY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR THE ACTIONS OF THIRD-PARTY TELECOMMUNICATIONS SERVICE PROVIDERS. CUSTOMER AND CUSTOMER'S CUSTOMERS AND/OR END USERS ACCESS THE SERVICE(S) AT CUSTOMER'S OWN RISK. CUSTOMER HEREBY EXPRESSLY ASSUMES THE RISK OF ITS OR ITS CUSTOMERS AND/OR END USER'S USE OF ANY INFORMATION TRANSMITTED VIA THE SERVICE(S).

(e) EXCEPT AS OTHERWISE SET FORTH OR PROVIDED UNDER THIS AGREEMENT OR THE APPLICABLE SOW/SOF, THE SERVICE(S) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

(f) Each Party will indemnify and hold the other Party, its subsidiaries and affiliates and their respective directors, officers, employees, agents, successors and assigns harmless from and against any and all actual or alleged costs, damages, expenses, losses, and/or liabilities of any kind arising from any action, claim, suit or proceeding commenced by any third party for damages to any tangible property or bodily injury to or death of any person arising out of or caused by the indemnifying Party's gross negligence or willful misconduct, except for those costs, damages, expenses, losses, and/or liabilities of any kind contributorily caused by any act or omission of the indemnified Party or its directors, officers, employees, agents or unless otherwise specified in any applicable SOW/SOF or Terms and Conditions. The indemnified Party will promptly notify the indemnifying Party in writing of any such action, claim, suit or proceeding. The indemnifying Party will control the response to any such action, claim, suit or proceeding and the defense thereof, including, without limitation, any agreement relating to the settlement thereof.

10. EQUIPMENT AND ELECTRONIC TOOLS.

(a) Customer has the sole and exclusive responsibility for the installation, configuration, security (including, without limitation, firewall security policies, even if Customer uses a third party to configure and implement such measures),

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and integrity of all Customer facilities, systems, equipment, proxy servers, software, networks, network configurations and the like used in conjunction with or related to the Service(s) provided by Provider, including, without limitation, Customer's connectivity to Customer's customers and/or End Users. In all cases of unauthorized access to or use of the Service(s) by any third party through or in connection with the customer premise equipment, Customer retains full and sole responsibility for any and all charges for the Service(s) provided by Provider incurred due to such unauthorized access.

(b) If Provider grants Customer access, either by online access, by API or access by any other means, to a service ordering/management system and/or any other electronic tools or computer software in connection with the Service(s) or the use of any Service(s) (collectively, the "Electronic Tools"), the following apply:

(i) Subject to Customer's compliance with this Agreement, Provider grants Customer a non-exclusive, non-transferable license to use such Electronic Tools solely in connection with Customer's internal use of the Service(s) during the Term. The Electronic Tools may be incorporated into, and may incorporate itself, software and other technology owned or controlled by third parties. Any such third party software or technology incorporated in such Electronic Tools falls under the scope of this Agreement. Any and all other third party software will be subject to Customer's acceptance of a license agreement with such third party. Customer will use the Electronic Tools solely for lawful purposes in connection with Customer's internal use of the Service(s) during the Term. **Customer will not, directly or indirectly: (A) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Electronic Tools; (B) modify, translate or create derivative works based on the Electronic Tools; (C) rent, lease, distribute, sell, resell, assign, display, host, outsource, disclose or otherwise commercially exploit or otherwise transfer rights to the Electronic Tools or make the Electronic Tools available to any third party; (D) use the Electronic Tools for timesharing or service bureau purposes or otherwise for the benefit of a third party; (E) remove any proprietary notices or labels on any Electronic Tools; or (F) copy, reproduce, post or transmit any Electronic Tools in any form or by any means, including, without limitation, electronic, mechanical, photocopying, recording or other means.**

(ii) Each Electronic Tool is the intellectual property of Provider. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on or in connection with any Electronic Tool. Any third party intellectual property included in any Electronic Tool is the property of the respective owner of such intellectual property and may be protected by applicable law. Nothing in this Agreement gives Customer any right or license to any trademarks and/or trade names (whether registered or unregistered), signs, logos, icons, slogans, banners, screen shots, trade dress, links or other brand features of Provider, without the prior written consent of Provider, which consent may be withheld in Provider's sole discretion for any reason. If Customer from time to time provides suggestions, comments and/or other feedback to Provider with respect to the Service(s) and/or any Electronic Tool, Provider may, in connection with any of its products or services, freely use, copy, disclose, license, distribute and/or exploit any such suggestions, comments and/or other feedback in any manner and without any obligation or restriction based on intellectual property rights or otherwise. Provider will retain sole ownership of any such suggestions, comments and/or other feedback and Customer will not provide any such suggestions, comments and/or other feedback subject to any terms that would impose any obligation on Provider or any of its customers or partners. Customer agrees to (and to cause its employees, agents and contractors to) sign, execute and acknowledge documents and perform such acts as may be reasonably necessary to perfect the foregoing assignment and to obtain, enforce and defend Provider's intellectual property rights in connection with any Electronic Tool.

(iii) Customer is fully and exclusively responsible for all information accuracy, charges, costs, transactions, and activities conducted through or with such Electronic Tools. Customer is fully and exclusively responsible to safeguard, monitor, manage, and maintain access to the Electronic Tools, and to only allow authorized use of the Electronic Tools to persons that Customer designates.

11. SERVICE OUTAGES. When Customer believes that a loss or material degradation of any Service(s) has occurred ("Service Outage"), Customer will first conduct customary problem isolation, resolution and troubleshooting activities. If Customer believes that the Service Outage is attributable to or related to Provider or Provider's network, Customer will notify NWN's Help Desk at nwnsupport@nwnit.com, by calling (781)434-6800, or by any Electronic Tools provided by Provider from time to time, to report the Service Outage(s) and initiate an investigation of the cause and remedy of such Service Outage ("Trouble Ticket"). Once a Trouble Ticket(s) has been opened, NWN support personnel will initiate diagnostic testing and isolation activities to determine the source and severity of the Service Outage(s) and suggest a remedy to, or enact a remedy on

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behalf of, Customer; Provider and Customer will cooperate to restore Service(s) as soon as reasonably practicable. All service outages, service impacting and non-impacting situations, and service level credits (if applicable), will be handled according to the guidelines and priorities as defined and set forth in the SLA(s), pursuant to any applicable SOW/SOF(s) or Terms and Conditions.

12. FORCE MAJEURE. If either Party's performance under this Agreement is delayed, prevented, obstructed or inhibited because of any act of God, governmental action or any other cause beyond either party's reasonable control ("**Force Majeure Event**"), such Party will not be in default of this Agreement or any applicable SOW/SOF; provided, however, such Party will exercise commercially reasonable efforts to prepare for, perform in spite of, and resume performance after the Force Majeure Event. For avoidance of doubt, Customer will ensure proper protection and conformity to industry standards to protect the integrity of Customer's network; Customer's failure to do so for any reason will not be considered a Force Majeure Event and any incurred charges for Service(s) will be deemed valid and due in accordance with the terms of this Agreement. If a Force Majeure Event materially impacts performance for ten (10) business days or more ("**Extended Delay**"), either Party may terminate the affected Service(s) without penalty or further obligation upon written notification to the other Party. During a Force Majeure Event, all payment obligations will abate with respect to the impacted Service(s).

13. TARIFF APPLICATION. Both Parties acknowledge that the Service(s) provided may be subject, in whole or in part, to one or more provisions of state or federal tariffs. In the event of any conflict between any provision of this Agreement or any applicable SOW/SOF(s) and any such tariff(s), such tariff(s) will prevail.

14. CONFLICT OF TERMS AND SEVERABILITY. Except as expressly provided in Section 13, any applicable SOW/SOF(s), Terms and Conditions and/or any Addendum(a), if this Agreement conflicts with any terms or conditions incorporated by reference into this Agreement, this Agreement will control. If any provision of this Agreement is held invalid, illegal or unenforceable, the unaffected provisions will remain in full force and effect.

15. DISPUTE RESOLUTION PROCESS.

(a) Any dispute between the Parties arising in connection with this Agreement will be resolved in an appropriate court of competent jurisdiction in Guilford County, North Carolina. Each Party will pay its attorney's fees related to any dispute related to this Agreement.

(b) Notwithstanding any term or condition of this Agreement to the contrary, including, without limitation, Section 15(a) above:

- (i) Upon the occurrence of a Default, Provider may, in addition to delivering an Escalation Notice pursuant to Section 15(a) above, pursue any and all actions and/or remedies pursuant to Section 5 above.
- (ii) For clarity, Provider may utilize civil actions and/or judicial proceedings in connection with any collection of amounts not paid or properly disputed prior to any applicable Due Date.
- (iii) ANY DISPUTE RESOLUTION PROCEEDINGS IN COURT WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS ACTION OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. CUSTOMER WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING.

16. CONFIDENTIALITY; PUBLICITY. This Agreement and its terms, together with any attachments, including, without limitation, any Exhibits, SOW/SOFs, Rate Sheets, and Terms and Conditions, but excluding only such information that may be available to the public on Provider's website from time to time, is designated as proprietary and confidential information of Provider. The Parties agree that such information will not be disclosed by Customer, either directly or indirectly, by any means, to any third person(s) except as provided by law. In the event disclosure is mandated by court order, subpoena, a governmental authority, or under law, Customer will give prompt written notice to Provider prior to any such disclosure and cooperate fully to obtain any protective order or other form of confidentiality protection sought by Provider prior to any such disclosure, except when Customer is lawfully compelled to maintain confidentiality pursuant to such court order, subpoena, governmental authority or law. Provider will abide by applicable CPNI regulations. Customer agrees and understands that it may be necessary for Provider in the course of providing the Service(s) to access, use or disclose Customer or Customer's

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customers and/or End Users' information, including, without limitation, pursuant to subpoenas duces tecum (and similar subpoenas) or court orders and other actions of governmental agencies or entities. To the extent agreed to by the Parties in writing from time to time and to the extent allowed by law, Customer or Provider may further designate as proprietary or confidential such information as set forth in a Confidentiality Agreement, if any. During the performance of this Agreement, it may be necessary for Provider to transfer, process and store billing and utilization data and other data necessary for Provider's operation of its network and for the performance of its obligations under this Agreement. The transfer, processing and storing of such data may be to or from the United States. Customer hereby consents that Provider may (i) transfer, store and process such data in the United States; and (ii) use such data for its own internal purposes and as allowed by law.

17. REPRESENTATIONS AND WARRANTIES OF THE PARTIES; INDEPENDENT CONTRACTOR; COMPLIANCE WITH LAWS.

Provider represents and warrants to Customer that Provider has the right to provide the Service(s) specified herein, is duly organized and validly exists in good standing under the laws of its state of incorporation, with the ability to enter into and perform its obligations under this Agreement in accordance with its terms and conditions, including any documents incorporated by reference into this Agreement. Customer represents and warrants to Provider that Customer is duly organized and validly exists in good standing under the laws of its state of incorporation, with the ability to enter into and perform its obligations under this Agreement in accordance with its terms and conditions, including any documents incorporated by reference into this Agreement. Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee or servant of the other Party and that no joint venture or partnership is or has been expressed or implied. Customer will comply with all laws and regulations applicable to Customer and/or Customer's utilization of any Services; Customer will be directly responsible for compliance with applicable laws and regulations as such laws and regulations relate to Customer, Customer's utilization of any Services, Customer's customers and/or End Users' utilization of any Services, and/or the utilization by any other person or entity to which Customer provides any services in connection with or utilizing any Service provided to Customer pursuant to this Agreement.

18. ASSIGNMENT. A Party may not assign this Agreement or any obligations or rights therein, in whole or part, without the prior written consent of the other Party, which will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, a Party may assign this Agreement, without consent, to an affiliate, or an entity which acquires all or substantially all of the stock or assets of the assigning Party, or to a successor in a merger, acquisition or restructuring of the assigning Party; provided, however, (i) the assigning Party will give notice of any such assignment to the other Party not later than ten (10) business days immediately after such assignment; and (ii) in the event of any such assignment by Customer, (A) Provider may require the assignee to (i) be additionally and separately bound in writing to all the terms and conditions of this Agreement, including any additional provisions incorporated into this Agreement by reference, (ii) immediately cure all defaults and/or outstanding obligations of Customer pursuant to this Agreement; and (B) Provider reserves the right to review and consider the assignee according to Provider's practices and procedures, including, without limitation, a credit profile evaluation; Provider may, in Provider's discretion, impose additional contractual requirements as a condition to Provider's consent to any such assignment, including, without limitation, modification of payment terms, the imposition of a security deposit or the modification any existing security deposit, and/or the discontinuation of Service(s) without notice if any assignee fails to respond in a timely manner or otherwise cooperate with Provider during Provider's review.

19. 911 / E911 MATTERS. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT PROVIDER'S VOICE SERVICE IS INTERNET BASED AND THEREFORE 911/E911 SERVICES ARE DIFFERENT FROM TRADITIONAL WIRELINE BASED SERVICES AND ARE OR MAY BE ONLY PROVIDED WITH CERTAIN SERVICES IF SPECIFICALLY DEFINED IN ADDENDUM(S), EXHIBIT(S), SCHEDULES, SOW/SOFS, TERMS AND CONDITIONS, SERVICE AGREEMENTS, AND ATTACHMENTS TO THIS AGREEMENT, AND INCLUDING OTHER APPLICABLE ADDENDA, AND APPLICABLE ONLINE TERMS & CONDITIONS, ALL OF WHICH ARE FULLY INCORPORATED HEREIN BY REFERENCE. CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER PROVIDER, ITS UNDERLYING CARRIER(S), NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR OFFICERS OR EMPLOYEES, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT IT IS INDEMNIFYING AND HOLDING HARMLESS PROVIDER FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OR CUSTOMER OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY INJURY ARISING OUT OF A LACK OF OR MISROUTING OF 911 CALLS, REGARDLESS OF WHETHER THE CALL FAILED OR WAS ROUTED BY A PUBLIC SAFETY ANSWERING POINT OR AN OFFICIAL EMERGENCY OPERATOR, IS NEITHER THE FAULT NOR LIABILITY OF PROVIDER AND CUSTOMER HOLDS PROVIDER AND ITS SUBSIDIARIES AND AFFILIATES, AS WELL AS THEIR RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES AND AGENTS HARMLESS FROM ANY DAMAGES OR LIABILITIES. THE LIMITATIONS APPLY

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TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY OTHER THEORIES OF LIABILITY.

20. SERVICE MOVES. Service(s) may not be moved from a contracted Service address without written notification from Customer to Provider. Should Customer fail to notify Provider of a service move, then Provider, in its sole discretion, may immediately suspend any applicable Service(s) until such time as Provider processes a "move order" initiated by Customer. Failure to notify Provider of an intended service move may result in Service(s) being 911/E911 non-compliant, if otherwise applicable. Customer understands that said failure may cause incorrect routing of emergency services and any consequences of such rest solely with Customer. Additionally, Customer understands that continuation of Service with respect to any existing DIDs may be restricted by the location of the moved service.

21. THIRD PARTY BENEFICIARIES. The Parties do not intend by the execution, delivery, or performance of this Agreement to confer any benefit, incur any obligation or duty under law or otherwise, direct or incidental, upon any third-party, person or entity not a party to this Agreement, including, without limitation, Customer's customers and/or End Users.

22. NON-EXCLUSIVE AGREEMENT. This Agreement is not exclusive. Except as may be expressly provided in any applicable SOW/SOF(s) and/or Terms and Conditions from time to time with respect to Customer only, nothing in this Agreement will prevent Customer or Provider from entering into similar arrangements with, or otherwise providing services to, any other person or entity.

23. NOTICES. Any notice(s) by a party as set forth in this Agreement will be sent to each Party at the address provided on the signature page of this Agreement and to any additional address(es) as may be specified on the signature page of this Agreement. Unless otherwise expressly provided otherwise in this Agreement, notice will be deemed to be delivered when sent via one or any combination of the following: (i) email address(es) of record and/or, (ii) overnight delivery to the physical address of record by nationally recognized overnight delivery service.

24. SURVIVAL. Sections 3, 4, 5, 7(e), 9, 15, 16, 17, 18, 20, 21, 23, 24, 25, 26, 27 and 28 will survive any expiration or termination of this Agreement. Notwithstanding the foregoing, the expiration or termination of this Agreement will not relieve the parties of any liability or obligation that accrued prior to such expiration or termination.

25. MISCELLANEOUS. This Agreement, together with any attachments, including, without limitation, any Exhibits, SOW/SOFs, Rate Sheets, and/or Terms and Conditions, incorporated herein by reference, constitute the entire understanding between the Parties with respect to Service(s) provided herein and supersedes any prior agreements or understandings pursuant to Section 28 below. Customer will receive the Service(s) detailed in an executed SOW/SOF(s) and Terms and Conditions pursuant to this Agreement only and Customer is not relying on any affirmation of fact, promise or description from any person or entity, nor any other oral or written representation other than what is contained in this Agreement and any incorporated documents. Handwritten alterations or additions by Customer to this Agreement or any applicable SOW/SOF(s) or Terms and Conditions will not be considered binding; such modifications must be provided by Customer in a separate written document and executed by both Parties. This Agreement will be binding on the Parties hereto and their respective personal and legal representatives, successors and permitted assigns. Agreement headings are provided for reference purposes only. This Agreement may be executed in counterparts, each and all of which constitute the full executed Agreement, and the Parties agree that a digitized (electronic) or facsimile copy of the executed Agreement will be the same as an original copy. The failure of Provider to give notification of Default and/or to enforce compliance with any of the terms or conditions of this Agreement will not be considered the waiver of such Default and/or any further Default and/or enforcement or other term or condition of this Agreement. No waiver of Provider will be effective unless in writing and signed by an authorized representative of Provider. No amendment to this Agreement will be effective or binding unless it is made in writing and executed by authorized representatives of both Parties.

26. PRIOR AGREEMENTS. The Parties to this Agreement agree that in the event of any Prior Agreements between the Parties for these goods and/or services, then any such Prior Agreements are hereby superseded by this Agreement immediately as of the Effective Date of this Agreement. Customer hereby represents and warrants that Customer has the full authority to agree to the supersession of all such agreements, directly or on the behalf of all such entities or persons that have entered into all Prior Agreements. In the event of any such Prior Agreements then such Prior Agreements include but are not limited to those which are set forth in the pertinent Exhibit(s). Customer agrees that any and all amounts due and owing under the Prior Agreements will remain due and payable under the terms of this Agreement. Customer agrees and understands that the effective date of any pricing or rates changes may depend upon individual SOW/SOFs or Terms and Conditions and rate change timeframes set forth therein.

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Approvals

The undersigned certifies that he/she is duly authorized to commit **Guilford County** to the terms and conditions stated in the SIP Trunking Addendum above:

Guilford County		NWN	
By (authorized signature) 		By (authorized signature) 	
Name (Print or Type) Marty K. Lawing		Name (Print or Type) Mont M. Phelps	
Title (Print or Type) Guilford County Manager	Date: 5-2-16	Title (Print or Type) CEO	Date: 4/20/2016
ATTEST:  (COUNTY SEAL)	Guilford County Clerk to Board	ATTEST:  (CORPORATE SEAL)	Corporate Secretary

EXHIBIT A - DEFINITIONS

For the purposes of this Agreement, any SOW/SOFs, Rate Sheets, Terms and Conditions and/or other documents incorporated in the Agreement by reference, the following terms will have the following meanings if not otherwise defined in the Agreement:

"1010xxx" means a code to manually choose a long distance provider for an outbound call.

"411" means a directory services allowing the lookup of residential or business contact information.

"511" means the FCC-designated nationwide telephone number for traveler information.

"711" means a Telecommunications Relay Services (TRS) which permits persons with a hearing or speech disability to use the telephone system via a text telephone (TTY), or other device, to call persons with or without such disabilities.

"900" means a premium rate area code that is charged at a higher rate than normal.

"911 / E911" means functionality that allows End Users to contact emergency services.

"976" means a premium rate exchange that is charged at a higher rate than normal.

"AAA" means the American Arbitration Association.

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“**Agreement**” means (i) the Master Service Agreement to which this Exhibit A is attached, and (ii) any document incorporated therein by reference pursuant to the Master Service Agreement.

“**ANI**” means automatic number identification.

“**API**” mean an application program interface(s) and is the system(s) provided by Provider that enables Customer to remotely transmit requests to Provider’s interfacing system(s) to perform certain transactions.

“**CALEA**” means Communications Assistance for Law Enforcement Act regulated by the FCC.

“**Call Detail Record (CDR)**” means the electronic record of individual telephone calls, and may include such call components as: from, to, date/time, destination, duration of call.

“**Call Signaling**” means the process of sending control information during a call. Call signaling may be in band (muting the audio while sending control information) or out of band (on a separate signaling channel (such as SS7) during the call. Provider utilizes Session Initiation Protocol (SIP) Call Signaling, as defined in RFC 3261.

“**Call Traffic**” means the transmission of telephone calls over Provider’s network, and generally is descriptive of patterns of Usage, such as: time of day, call duration, minutes of use. (May also be known as Voice Traffic).

“**Class 5 Features**” means additional phones features beyond standard routing and audio. For example, both call hunting and voicemail are Class 5 Features.

“**CNAM**” means Caller ID with Name.

“**Collect Calling**” means a service in which calling party is able to place a call at the called party's expense.

“**Concurrent Call**” or “**Concurrent Call Channel**” means the number of active calls at any given moment which may be supported by Customer service as contracted depending upon number of channels ordered (a Concurrent Call Channel is the same as a Session).

“**CPN**” means called party number.

“**CPNI**” means Customer Proprietary Network Information and is defined and regulated by the FCC and includes such data as: CDRs, the type of services/network a Customer subscribes to, and any other information that appears on a Customer’s invoice.

“**Dedicated Interconnection**” means a dedicated data connection between Customer and Provider used to pass Voice Traffic.

“**Default**” means (and will occur): **(i)** if Customer fails to make any payment for Service(s) not disputed in good faith pursuant to Section 4 of the Agreement more than five (5) business days immediately after the applicable Due Date, or any other payment contemplated by this Agreement on or before the date five (5) business days immediately after any applicable required date, including, without limitation, pursuant to Section 3(d) of the Agreement; **(ii)** if Customer (or any customer and/or End User of Customer) violates the AUP; **(iii)** if Customer fails to perform or observe any material term or material obligation of this Agreement, including, without limitation, any document incorporated by reference into this Agreement, not otherwise specified in clauses **(i)** or **(ii)** above and applicable to the Service(s), which failure remains uncured thirty (30) calendar days after Customer’s receipt of written notification from Provider informing Customer of such failure; **(iv)** upon the institution of bankruptcy, receivership, insolvency, reorganization or other similar proceedings, by or against Customer, unless such proceedings have been dismissed or discharged not later than the date sixty (60) calendar days immediately after the commencement of such proceeding; **(v)** upon the making of an assignment for the benefit of creditors, adjudication of insolvency, or institution of any reorganization arrangement or other readjustment of debt plan, of or by Customer; **(vi)** upon the appointment of a receiver for all or

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substantially all of Customer's assets; and/or (vii) if Provider receives an unreasonable volume (as compared to Provider's experience with other similar customers) of court orders, subpoenas duces tecum and other similar subpoenas related to telephone numbers and other information related to or associated with Customer or Customer's customers and/or End Users.

"DID" or "DID/DOD" means "Direct Inward Dialing" and "Direct Inward Dialing / Direct Outward Dialing" associated with a telephone number assigned by Provider to Customer for use by Customer and/or an End User.

"Directory Listing" means the inclusion of Customer's activated TN in the United States or Canada and associated subscriber name in a relevant public database for directory listing.

"Disconnect Charge" means a non-recurring charge charged by Provider and payable by Customer for any request to disconnect a Provider-assigned DID, DID/DOD, TFN or TN, including any port outs from Provider.

"End User" means an entity or individual receiving service from Customer.

"Excessive Non-Completed Intrastate / Interstate Toll Free Call Surcharge" means a surcharge, in addition to Customer's current Rates, applicable if more than ten percent (10%) of Customer's Toll Free calls are not completed for any reason, which Provider reserves the right to charge, and Customer will pay if charged, per excessive non-completed Intrastate or Interstate Toll Free call.

"Excessive Non-Completed International Toll Free Call Surcharge" means a surcharge, in addition to Customer's current Rates, applicable if more than ten percent (10%) of Customer's Toll Free calls are not completed for any reason, which Provider reserves the right to charge, and Customer will pay if charged, per excessive non-completed International Toll Free call.

"FCC" means the Federal Communications Commission.

"Flat Rate Type" means a fixed per minute pricing format whereby the rate is delineated by Interstate and Intrastate jurisdiction regardless of NPA-NXX-X or LATA/OCN.

"Improper Calls" means call types that (i) would result in Provider incurring originating access charges, local exchange carrier "DIP" fees or other call types that may be subject to a reverse billing process, (ii) 911 / E911 or other emergency service calls; (iii) any unauthorized or fraudulent communications on pay-per-call numbers, information service calls, directory assistance calls or the like; and/or (iv) mass calling events, excessive non-completed and invalid calls and failed calls due to inadequate Customer capacity.

"Inbound Calling" (or **"Inbound Calls"**) means a call from the PSTN through Provider or another IP endpoint to Customer.

"Information Services" is defined in the Telecommunications Act of 1996, as amended, and means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

"Initial SOW/SOF Term" will have the meaning provided in any applicable SOW/SOF.

"International Call Termination" means outbound calls destined for anywhere outside of the 48 contiguous United States; for purposes of the MSA, Alaska and Hawaii will be treated as International Call Termination.

"Interoperability" means the ability to exchange calls between Customer and Provider effectively.

"Interstate" means a call which is originated and terminated in different states.

"Intrastate" means a call which is originated and terminated in the same state.

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“IP” means Internet Protocol.

“IP Originated” means traffic utilizing TCP/IP as a transmission protocol from the originating equipment (i.e. SIP phones, SIP PBX, TDM to SIP Gateway, IP-adaptor, etc.) to a TCP/IP gateway, for termination to an IP destination or the PSTN.

“LATA” means Local Access Transport Area. A geographic area within a telephone company's franchised territory which has been established in accordance with the [Modification of Final Judgment \(MFJ\)](#) for the purpose of defining the area within which a telephone company may offer services.

“LATA/OCN Rate Type” means a pricing format where rates per minute are set for each unique OCN within a LATA for Interstate and Intrastate calling.

“LCA” (or “Local Calling Area”) means the local calling area defined geographically by the telecommunications industry standards.

“LIDB” means Line Information Database.

“LNP” means Local Number Portability as defined by the FCC.

“Location Routing Number (LRN)” means a telephone number (e.g. 10 digit number) that is used to route calls to an end office switch that allows for the processing of portable (assignable) telephone numbers.

“MRC” means monthly recurring charge.

“NADP” means the North American Dialing (or Numbering) Plan.

“NPA-NXX” means the area code and exchange of a telephone number.

“NPA-NXX-X Rate Type” means a pricing format where rates per minute are set for each unique NPA-NXX-X (area code – exchange – 1st digit of station code) for Interstate and Intrastate calling.

“NPA-NXX-X” means the area code, exchange and first digit of the station code of a telephone number.

“NRC” means non-recurring charge.

“OCN” means **Operating Company Number**. A four-character code assigned by the [National Exchange Carrier Association](#) (NECA) to any telecommunications provider.

“On-Net” means calls that are connected on a single network (such as calls through the Internet).

“Operator Assisted Calling” means a telephone call during which an operator places a call for the caller.

“Operator Intercept” means a service by which a caller is routed to an operator when a call error or special handling request is received.

“Operator Services” means live operator assistance to caller usually when dialing “0”.

“Originating” means the party initiating a call or request for service.

“Origination” or “Voice Origination” means a service which includes TNs to provide Inbound Calling.

“Originating Equipment” means equipment beginning a call session.

“Prior Agreements” means any prior contractual agreements for communications services between Provider and Customer, including, without limitation, any SOW/SOF(s) or other service agreements.

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"PSTN" means the Public Switched Telephone Network.

"Public Internet" means a global system of interconnected computer networks that interchange data by packet switching using the standardized protocols.

"PUC" means a public utilities commission (or other similar governmental agency).

"Rate Center" means a geographic area (determined by the applicable ILEC) within an LCA or market that is associated with one or more specific NPA/NXX codes. A list of available Rate Centers is available upon request.

"Rate Sheet" means the rate sheet describing the Rates applicable to Services and attached to an applicable SOW/SOF.

"Rate Type" means the rate format option delivered to Customer, which will be either "NPA-NXX-X or LATA/OCN.

"RBOC / Wireless Thresholds Surcharge (Flat Rate Only)" means a surcharge, in addition to Customer's current Rates, applicable if Customer has any quoted Flat Rate Types and less than seventy-five percent (75%) of Customer's calls do not terminate on either an RBOC or wireless PSTN during any billing cycle, which Provider reserves the right to charge, and Customer will pay if charged, per minute on the number of minutes needed to meet the seventy-five percent (75%) threshold.

"Responsible Organization" means the party hereto that is responsible for managing and administering the account records in the Toll Free Service Management System Database.

"Session" means mean one (1) Concurrent Call Channel.

"Short Duration Call" means any call of a duration of less than six (6) seconds.

"Short Message Service" or **"SMS"** is the text communication service component of mobile communication systems that allows the exchange of short text messages between [fixed line](#) or [mobile phone](#) devices.

"SIP" means "Session Initiation Protocol" which is the signaling protocol established in RFC 3261 used between networks (such as VoIP networks) to establish, control and terminate signaling for SIP-based services such as voice calls and SMS messages.

"SMPP" means Short Message Peer-to-Peer protocol which is an open message-transfer protocol that enables short message entities to establish, control and terminate signaling for SMPP-based services like SMS.

"SOF" Service Order Form is a document signed by customer executing new service order(s) or additions or changes to existing services.

"SOW" Statement of Work is a document that details out the customer requirements and PRODUCT and SERVICES to be delivered by the the PROVIDER.

"Subscriber" means an individual End User of Customer's service assigned a DID/DOD.

"Tariff" means an open contract between telecommunications carriers and the FCC. Tariffs contain the rates, terms and conditions of certain services provided by telecommunications carriers.

"TCP/IP" means Transmission Control Protocol / Internet Protocol.

"TFN" means a telephone number that supports NADP and is assigned by Provider to Customer that Customer ports to Provider for use with the Provider SIP Toll-Free service.

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"TN" means a telephone number assigned by Provider to Customer (or that Customer ports to Provider) and is used by Customer in connection with Wholesale Voice Origination service.

"Toll Free Calling" or **"Toll Free"** means a call placed to a Toll Free number.

"Toll Free Service" means an IP termination service for PSTN originated calls to terminate to TFNs provided by Provider. Provider is the Responsible Organization for TFNs for Toll Free Service. Toll Free Service may be used only as a toll-free inbound-only service and does not provide any outbound calling, 911 / E911 service, 411 or any Operator Services.

"Usage" means call traffic (including SMS) measured in units, usually in minutes or seconds (except with respect to SMS).

"Voice Termination" (or **"Termination"**) means outbound calling from Customer to Provider's network for purposes of delivering (terminating) the call on the PSTN or another IP endpoint.

"VoIP" means Voice over Internet Protocol.

"Wholesale" means frequent volume purchases in large quantities for Customer resale or repurpose.

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Elaine F. Marshall
Secretary

North Carolina

DEPARTMENT OF THE
SECRETARY OF STATE

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Corporate Names

Legal: NWN Corporation

Business Corporation Information

Sold: 1019824
Status: Current-Active
Annual Report Status: Current
Citizenship: Foreign
Date Formed: 1/1/2008
Fiscal Month: December
State of Incorporation: DE
Registered Agent: Registered Agent Solutions, Inc.

Corporate Addresses

Reg Office: 176 Mine Lake Court, Ste. 100
Raleigh, NC 27615-6417
Reg Mailing: 176 Mine Lake Court, Ste. 100
Raleigh, NC 27615-6417
Mailing: 271 Waverley Oaks Road
Waltham, MA 02452-8469
Principal Office: 271 Waverley Oaks Road
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Stock