



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Solicitation

NUMBER
LDPHONE13

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
GUY NISBET
304-558-8802

RFQ COPY

VENDOR

Arena One, LLC
 19 West 21st Street, Suite 602
 New York, NY 10010
 (212) 231-9600

SHIP TO

ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER

DATE PRINTED
06/14/2013

BID OPENING DATE: 07/09/2013 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO.02		
				ADDENDUM FOR THE STATEWIDE, OPEN-END CONTRACT TO PROVIDE TRADITIONAL LONG DISTANCE PHONE SERVICES ISSUED TO PUBLISH THE ATTACHED INFORMATION TO THE VENDOR COMMUNITY.		
				1. RESUBMIT OF ADDENDUM NO.1 IN ITS ENTIRETY TO PUBLISH INFORMATION THAT DID NOT GET SCANNED AND PUBLISHED DURING ADDENDUM NO.1		
				2. NO OTHER CHANGES.		
C001	1	LS		915-77		
				TELEPHONE SERVICES, LOCAL AND LONG DISTANCE.		
				***** THIS IS THE END OF RFQ LDPHONE13 ***** TOTAL:		

07/09/13 10:55:15 AM
 West Virginia Purchasing Division

SIGNATURE		TELEPHONE	212-231-9660	DATE	7-7-13
TITLE	CEO	FEIN	41-2153107	ADDRESS CHANGES TO BE NOTED ABOVE	

WHEN RESPONDING TO SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

REQUEST FOR QUOTATION
LDPHONE13 Long Distance/Centrex Services

Exhibit A
Page 1 of 4

PRICING SHEET

INBOUND TOLL FREE SERVICES

Type of Service	Unit of Measure	Proposed Unit Cost	Regulatory Fees	Non-Recurring Charges
Inbound Toll Free	Initial 18 second increment	\$0.006	0	0
	6 second increment	\$0.002	0	0
	Per Minute	\$0.02	0	0
Inbound Toll Free -- Dedicated	Initial 18 second increment	\$0.006	0	0
	6 second increment	\$0.002	0	0
	Per Minute	\$0.02	0	0
User Dedicated T-1		\$200 - WAIVED	0	0
Interactive (Advanced Feature) Toll Free Services*		\$0	0	0
Geographical routing				
TOD Routing				
Disaster Recovery				
Percent Allocation				

• Vendors are to list all services/features provided, even if at No Charge.

REQUEST FOR QUOTATION
LDPHONE13 Long Distance/Centrex Services

Exhibit A
Page 2 of 4

PRICING SHEET

OUTBOUND LONG DISTANCE SERVICES

Type of Service	Unit of Measure	Proposed Unit Cost	Regulatory Fees	Non-Recurring Charges
IntraState/Intralata* Outbound Long Distance	Initial 18 second increment	\$0.006	0	0
	6 second increment	\$0.002	0	0
	Per Minute	\$0.02	0	0
IntraState/Interlata* Outbound Long Distance	Initial 18 second increment	\$0.006	0	0
	6 second increment	\$0.002	0	0
	Per Minute	\$0.02	0	0
User Dedicated T-1	Per T-1	\$200 - waived		
InterState Outbound Long Distance*	Initial 18 second increment	\$0.006	0	0
	6 second increment	\$0.002	0	0
	Per Minute	\$0.02	0	0
User Dedicated T-1	Per T-1	\$200 - waived		

• Switched and Dedicated

CALLING CARD SERVICES

Type of Service	Unit of Measure	Proposed Unit Cost	Regulatory Fees	Non-Recurring Charges
Calling Card Service	Initial 18 second increment	\$0.006	0	0
	6 second increment	\$0.002	0	0
	Per Minute	\$0.02	0	0

REQUEST FOR QUOTATION
LDPHONE13 Long Distance/Centrex Services

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Exhibit A
Page 4 of 4

PRICING SHEET

CENTREX SERVICES

Description	Proposed Unit Cost	Regulatory Fees
Analog Intercom with Band A Mileage ("line")	\$20.00	\$0
Analog intercom with Band B Mileage ("line")	\$20.00	\$0
ISDN BRI 2B+D CSV Centrex Line ("line")	\$40.00	\$0
ISDN BRI 2B+D CSD Centrex Line ("line")	\$40.00	\$0
Music in Queue	\$0	\$0
CMAC (per line)	\$0	\$0
SMDR via Tape	\$0	\$0
Voice Mail w/30 minutes of storage	\$0	\$0
Voice Mail w/45 minutes of storage	\$0	\$0
Personal Receptionist		
DSL Static 3 - DSL 3.0M Static 1 IP month-to-month	N/A	N/A
DSL Static 5 - DSL 6.0M Static 1 IP month-to-month	N/A	N/A
Additional Charge for block of 5 IP addresses	N/A	N/A
DSL Static 3 - DSL 3.0M Static 5 IP month-to-month	N/A	N/A
Internet Security Suite (antivirus)	N/A	N/A
High Speed Internet - DSL 10.0M Dynamic month-to-month	N/A	N/A
Bus INET Static - DSL 3.0M Static 1 IP month-to-month	N/A	N/A
Eus High Speed Internet - Bus DSL Max 5.0/766x	N/A	N/A
Modem	N/A	N/A
High Speed Internet - DSL 3.0M Dynamic 3-year contract rate	N/A	N/A
DSL Static 7 - DSL 10.0M Static 1 IP month-to-month	N/A	N/A
High Speed Internet - DSL 3.0M Basic Dynamic month-to-month	N/A	N/A
DSL Static 1 - Grandfathered Static DSL 1 5M/384K 1 IP	N/A	N/A
Bus INET Static - DSL 3.0M Static 1 IP 3-year contract price	N/A	N/A
High Speed Internet - DSL 3.0M Dynamic month-to-month	N/A	N/A
High Speed Internet - DSL 3.0M Basic Dynamic 3-year contract price	N/A	N/A
High Speed Internet - DSL Max 6,0M/768K month-to-month	N/A	N/A

REQUEST FOR QUOTATION
LDPHONE13 [Long Distance Services]

EXHIBIT B
Page 1 of 2

**COST EVALUATION PRICE QUOTE
LONG DISTANCE**

Service Type	Originating Number	Destination Number	Length of Call	Charges (see note below)	Other Costs (where applicable)	Total Cost
Outbound Long Distance	304-749-7910	304-765-2919	0.5 minutes	\$0.01	\$0	\$0.01
User Dedicated – Outbound Long Distance	304-733-4281	859-727-9183	5.9 minutes	\$0.118	\$0.0178 USF	\$0.1358
Outbound Long Distance	304-558-8153	304-528-3561	15.8 minutes	\$0.316	\$0	\$0.316
Outbound Long Distance	304-358-2701	443-600-2712	0.3 minutes	\$0.006	\$0.0009 USF	\$0.0069
User Dedicated – Inbound Toll Free	304-339-2054	800-642-3021	1.0 minutes	\$0.02	\$0	\$0.02
Inbound Toll Free	304-924-5587	800-642-3021	0.7 minutes	\$0.014	\$0	\$0.014
Inbound Toll Free	949-830-9838	800-642-3021	12.5 minutes	\$0.25	\$0.0378 USF	\$0.2878
Inbound Toll Free from Payphone	304-565-7413	800-642-3021	0.3 minutes	\$0.006	\$0.85 PayS	\$0.856
Inbound Toll Free	940-591-1200	800-642-3021	1.6 minutes	\$0.032	\$0.0048 USF	\$0.0368
Inbound Toll Free from cell phone	304-541-5620 (from 740 Area Code)	800-642-3021	0.5 minutes	\$0.01	\$0	\$0.01
Calling Card	WV	FL	0.4 minutes	\$0.008	\$0.0012 USF	\$0.0092
Calling Card – Operator Assisted	WV	WV	0.5 minutes	\$0.01	\$0	\$0.01
Calling Card	WV	WV	11.3 minutes	\$0.226	\$0	\$0.226
Directory Assistance	304-558-3456	411	N/A	\$0.79	\$0	\$0.79
National Directory Assistance	304-924-5587	412-555-1212	N/A	\$0.79	\$0	\$0.79
Directory Assistance	304-442-3125	304-555-1212	N/A	\$0.79	\$0	\$0.79
User Dedicated T-1	N/A	N/A	N/A	\$200 - waived	\$0	\$200
TOTAL COST						\$204.3085

REQUEST FOR QUOTATION
LDPHONE13 [Long Distance Services]

EXHIBIT B
Page 2 of 2

CUSTOM DIGITAL CENTREX NETWORK

SERVICE: PER LINE	QUANTITY	UNIT COST	EXTENDED COST
Analog Intercom with Band A Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature *	13,981	\$20.00	\$279,620
Analog Intercom with Band B Mileage (includes all standard features set forth in applicable tariff) ARS Deluxe Feature *	1,052	\$20.00	\$21,040
ISDN BRI 2B+D CSV Centrex Line (includes all standard features set forth in applicable tariff) *	1,332	\$40.00	\$53,280
ISDN BRI 2B+D CSD Centrex Line (includes all standard features set forth in applicable tariff) *	254	\$40.00	\$10,160
OPTIONAL FEATURES			
Music in Queue	1	\$0	\$0
CMAC (per line)	6,033	\$0	\$0
SMDR via Tape	7	\$0	\$0
Voice Mail w/30 minutes storage	2,135	\$0	\$0
Voice Mail w/45 minutes of storage	46	\$0	\$0
Personal Receptionist	653	\$0	\$0
INCLUDED IN CENTREX ANALOG AND ISDN LINE RATES:			
ETN Backbone & Interexchange Features	1	\$0	\$0
ISDN PRI	20	\$0	\$0
TARIFF RATES:			
Exchange Access	Per Line	\$0	\$0
Federal Subscriber Line Charges	Per Line	\$0	\$0
TOTAL COST			\$364,100

*quoted as IP Centrex equivalent

Revised 10/18/2012

CERTIFICATION AND SIGNATURE PAGE

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Arena One
(Company)

[Signature]
(Authorized Signature)

Jerry Salvi CEO
(Representative Name, Title)

212-231-9660 / 212-231-9661
(Phone Number) (Fax Number)

7-7-13
(Date)

Rev. 07/12

State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. **Application is made for 2.5% resident vendor preference for the reason checked:**
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. **Application is made for 5% resident vendor preference for the reason checked:**
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.
7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.**
 Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Arena One
Date: 7-7-13

Signed: [Signature]
Title: CEO

RFQ No. LDPHONE13

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Arena One

Authorized Signature: [Signature] Date: 7-8-13

State of New Jersey

County of Bergen, to-wit:

Taken, subscribed, and sworn to before me this 8 day of July, 2013

My Commission expires 10/6/2014, 2017.

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]
Purchasing Affidavit (Revised 07/01/2012)

MARY LOUISE DENBLAKE
Notary Public
My commission expires 10/06/2014

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: LDPHONE13

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

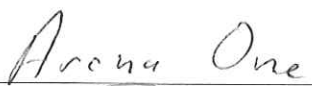
Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

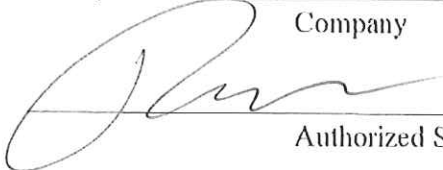
Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.



 Company


 Authorized Signature
 7-7-13

 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Arena One, LLC
19 West 21st Street, Suite 602
New York, NY 10010

Phone: 212-231-9600
Fax: 212-231-9601
Web: www.arenaone.com



June 28, 2013

State of West Virginia
Department of Administration
Purchasing Division
2019 Washington Street East
Post Office BOX 50130
Charleston, WV 25305-0130

To Whom It May Concern:

Thank you for the opportunity to be invited in the RFQ process for your statewide communications needs. At the completion of our study for the State of West Virginia, we are pleased to present you with this detailed proposal which focuses on industry leading services and pricing, service level agreements, and references. We show several ways for the State of West Virginia to reduce costs while increasing efficiencies.

We are confident that solutions we are proposing will satisfy communications needs for the State of West Virginia now and far into the future. We hope that you find our recommendations to be some of the best solutions on the market today.

Beyond the information presented, you also have our personal commitment to work very closely with the State of West Virginia to ensure all of your communications needs satisfy your business requirements.

Respectfully Yours,

Jerry Salvi
CEO

Executive Summary

Arena One is pleased to submit our proposal to the State of West Virginia for communications services including Centrex, Local, Long Distance and Calling Card solutions.

Arena One is a facilities based provider of IP Telephony or (VOIP) "Voice over IP". We provide VOIP Services, IPCentrex, Cloud solutions, T-1 and Ethernet services as well as TDM solutions. Our services include provisioning, activations, billing, customer service, support, project management and ongoing engineering support. Our state-of-the-art customer care center is available 24x7x365 with US based, live personnel to assist with any issues and lend the type of support that the State of Virginia would expect. The State will also be provided an escalation list with cell phone numbers for the escalation points.

Our 10 years of company experience as well as a consecutive record of sustainable free cash since our inception, places us in a unique position to provide exemplary services according to industry leading standards.

We have been providing business class communications successfully over our tenure at the industry's most competitive rates over our all-digital, fully redundant IP network. We have continuously invested in our network quarter after quarter to ensure we are able to scale to meet the demands of our customers while maintaining the consistency and quality of our network. Every element in our network is redundant and uses industry leading elements.

Products and Services

This document proposes that we will provide the following services to the State of West Virginia.

- All inbound and outbound calling including:
 - Local
 - Intrastate
 - Interstate
 - IntraLATA
 - Toll Free
 - International
- Calling Cards
- IPCentrex Services and Features
- Digital Access (T-1, Cable, DSL, Ethernet over Copper or Ethernet over Fiber)
- This proposal is also inclusive of the RFQ requirements including:
 - Project Management
 - Installation
 - On-site Training
 - Electronic and Paper invoices
 - Dedicated Account Team

The above services can be installed and provisioned within 60-90 business days.

Product Description and Delivery

Technology:

Arena One proposes that the State of WV migrate from a TDM centrex solution to an IP centrex solution per item 10 ALTERNATIVES within the 2013 RFP. IP Centrex is a technology that allows phone lines from different locales to be connected via VoIP to a centralized system to allow for free local and on-net calling, extension dialing, Voice Mail and other advanced features. IP Centrex removes the local phone provider from originating the centrex call or terminating to a centrex line, which in the end reduces the cost per minute. IP centrex is a proven technology with built in QOS and network redundancies that make sure the calls are clear and up 24/7.

IP Delivery:

Arena One utilizes existing and new public/private IP connections to provide centrex services. Arena One will install MPLS and DIA services via Ethernet, T1 and DSL deliveries when the State of WV existing IP facilities are unavailable. Arena One will continuously monitor IP facilities to make sure the IP bandwidth is at proper levels for the voice traffic running over the connections.

Centrex Delivery:

Knowing that all locations are not the same, we utilize the various below methods for connecting each site to the IP centrex system to make sure that 100% of the lines are connected.

- **Directly to an IP Based Phone System:** We will utilize the State's current IP based phone system (Cisco Call Managers, Avaya IP Office, etc) and build SIP trunks to the phone system. Centrex lines for that location would be applied to the SIP trunks, allowing outbound and inbound calling.
- **To a PRI or Analog Adapter:** We will install a gateway with a PRI or analog handoff at a customer site which will then connect to a current TDM phone system. Centrex lines for that location would be applied to the PRI or Analog ports, allowing for outbound and inbound calling.
- **POTS Service:** At locations where IP is not possible, Arena One will partner with local providers to provide POTS services that would connect to the Arena One's centrex system.

TDM:

Arena One may still utilize TDM services such as Voice T1's, PRIs, DS3s and copper lines where IP Centrex is not available, not needed or not preferred. Certain Toll free services, fax lines or data transmissions will be directed to TDM connections. The cost of connecting to those facilities will not be charged to the customer.

Products and Services Features and Functionality

- 24x7x365 customer support
- Unlimited Local
- Extension Dialing
- Unlimited Intra company calling
- Voicemail
- Voicemail to e-mail
- Caller ID with Name
- Direct phone number per phone
- Call forwarding
- Find me/Follow me
- Mobile Phone Twinning
- White/yellow and Directory listings
- All other standard features

Implementation and Support

Arena One will utilize its knowledgeable employee support structure and fully integrated carrier partners and equipment vendors to support all phases of the implementation and account management for the State of WV. A project manager will be assigned to the State Of WV account and will be on site per the requirements of the RFQ during the transition period at no cost to the state. Upon completion of the transition to Arena One, the project manager will be available for various meetings, installation and when the State of WV may so require.

Pre Implementation:

With the help of the State, Arena One will create an inventory of physical locations, centrex lines, phone equipment, network services, calling cards, billing location details and requested per site features.

Start:

- 1. Project Manager analyzes individual location requirements:** verify accounts and sub-accounts, IP requirements, IP Centrex delivery method, Toll Free Numbers, New DIDs, LNP DIDs, and Features (2-days).
- 2. Project Manager submits orders:** Acceptance of the orders will be summarized to the WVOT by post summary e-mail (72 hours).
- 3. Daily Plan Updates:** Project Manager will provide daily information regarding IP installations, equipment delivery and installations, Centrex line activations, LNP of Centrex Lines, Toll free and calling card delivery. These daily updates will include 1st call dates, deactivation / activation of service and status reports.
- 4. Daily Work Flow:** Project Manager works with local exchange carriers on LNP, circuit delivery, ASR's, FOC Dates, testing and pre-service testing

- 5. Establish Billing Hierarchy
- 6. Initiate Billing

STANDARD TIMELINE INFORMATION:

- Calling Cards: 14 business days
- IP and equipment installation: 60-90 business days
- Centrex IP Provisioned: 2 business days
- Local Number Portability: 15-30 business days
- Toll Free Portability: 7-10 business days

Pricing Summary

Service Description	Monthly Recurring Charge
○ Additional T-1 or Ethernet Access circuits	\$0.00
○ Centrex SIP Trunks	\$0.00
○ Centrex Line (Unique 10 digit number and Call Path)	\$20.00 Per
○ Toll Free Number	\$0.00
○ E911	\$1.00 Per Centrex Line
○ FCC Line Charge	\$0.00
○ PICC	\$0.00
○ LNP	\$0.00
Rated Services	Rate Per Minute
○ Local WV Calling	\$0.00
○ Intra Company (Centrex to Centrex)	\$0.00
○ 1+ Domestic Intra State Long Distance	\$0.02
○ 1+ Domestic Inter State Long Distance	\$0.02
○ 8xx Domestic Intra State	\$0.02
○ 8xx Domestic Inter State	\$0.02
○ Calling Card	\$0.02
○ International	See Exhibit A
○ USF	15.1% (updated quarterly)
○ Additional Features	\$0.00
<hr/>	
Directory Assistance	
○ Per Call	\$0.79
Billing Increments	
○ Domestic	6/6
○ International	30/6

Note: Domestic and International calls are billed to the fourth decimal

*Pricing is for a total solution of IP Centrex and Long Distance Services. Long Distance pricing is dependent on the IP Centrex service and cannot be provided as a stand-alone service.

** Rates will be fixed for the length of the contract term. Also, in the event of the Current Operation Environment changes as described in Section I of the RFQ, the above pricing will be honored and no additional charges will be assessed for moves, adds, changes or disconnections (Business Downturn Clause)

Regulatory Fees & Universal Services Fund

The State of West Virginia will not be charged any regulatory fees, PICC, FCC or Government Mandated charges, (excluding USF) throughout the term of this agreement, The State of West Virginia will be charged a Universal Services Fund Fee for interstate and international calling. The current USF fee for VOIP services is 15.1% and is subject to change quarterly depending on the needs of the Universal Service Programs. Arena One will update the State of West Virginia in the event of a change in the Universal Service Fund contribution factor. The state can confirm any action by the Universal Services Fund as well as changes to the contribution factor at www.fcc.gov/omd/contributionfactor.html

Escalation List

Levels	Name	Phone	Email
1st Level	Arena One NOC	Local: 212-231-9600 x2 Toll Free: 877-273-6266 x2	support@arena1.com
2nd Level	Allan He - NOC Manager	D: 212-231-9616 C: 646-648-1218	ahe@arena1.com
3rd Level	Jay Kaminsky - EVP Operations	D: 212-231-9666 C: 212-493-4000	jay@arena1.com

4th Level	Dennis Arena - CTO	D: 212-231-9606 C: 212-655-5456	dennis@arena1.com
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Exhibit A: International Rates

Country / Destination	Rate Per Minute
Afghanistan Proper	\$0.92
Afghanistan Mobile	\$0.92
Albania Proper	\$0.37
Albania Tirane	\$0.36
Albania Mobile	\$0.57
Algeria Proper	\$0.33
Algeria Mobile A	\$0.36
Algeria Mobile B	\$0.37
American Samoa Proper	\$0.25
American Samoa Mobile	\$0.25
Andorra Proper	\$0.11
Andorra Mobile	\$0.70
Angola Proper	\$0.46
Angola Mobile	\$0.68
Argentine Republic Proper	\$0.08
Argentine Republic Buenos Aires	\$0.03
Argentine Republic Cordoba	\$0.04
Argentine Republic La Plata	\$0.07
Argentine Republic Mar del Plata	\$0.07
Argentine Republic Mendoza	\$0.05
Argentine Republic Rosario	\$0.04
Argentine Republic Mobile	\$0.57
Armenia Proper	\$0.23
Armenia Yerevan	\$0.15
Armenia Mobile	\$0.61
Aruba Proper	\$0.32
Aruba Mobile	\$0.48
Ascension Proper	\$1.82
Australia Proper	\$0.05
Australia Christmas and Cocos Islands	\$2.65
Australia Melbourne	\$0.05
Australia Sydney	\$0.05

Australia Mobile	\$0.51
Australian External Territories Proper	\$2.56
Australian External Territories Christmas Island	\$2.65
Australian External Territories Cocos Island	\$2.65
Australian External Territories Norfolk Island	\$3.50
Austria Proper	\$0.06
Austria Vienna	\$0.05
Austria Mobile	\$0.70
Azerbaijani Republic Proper	\$0.44
Azerbaijani Republic Mobile	\$0.56
Bahrain Proper	\$0.50
Bahrain Mobile	\$0.50
Bangladesh Proper	\$0.32
Bangladesh Chittagong	\$0.20
Bangladesh Dhaka	\$0.11
Bangladesh Sylhet	\$0.15
Bangladesh Mobile	\$0.27
Belarus Proper	\$0.67
Belarus Minsk	\$0.64
Belarus Mobile	\$0.66
Belgium Proper	\$0.05
Belgium Brussels	\$0.05
Belgium Mobile	\$0.76
Belize Proper	\$0.50
Belize Mobile	\$0.53
Benin Proper	\$0.29
Benin Mobile	\$0.29
Bhutan Proper	\$0.52
Bhutan Mobile	\$0.54
Bolivia Proper	\$0.27
Bolivia Cochabamba	\$0.16
Bolivia La Paz	\$0.16
Bolivia Santa Cruz	\$0.16
Bolivia Mobile	\$0.34
Bosnia and Herzegovina Proper	\$0.48
Bosnia and Herzegovina Mobile	\$0.78
Botswana Proper	\$0.31
Botswana Mobile	\$0.45
Brazil Proper	\$0.13
Brazil Belo Horizonte	\$0.08
Brazil Brasilia	\$0.12

Brazil Campinas	\$0.13
Brazil Curitiba	\$0.12
Brazil Fortaleza	\$0.12
Brazil Porto Alegre	\$0.13
Brazil Rio de Janeiro	\$0.06
Brazil Sao Paulo	\$0.05
Brazil Salvador	\$0.12
Brazil Vitoria	\$0.12
Brazil Mobile	\$0.38
Brunei Darussalam Proper	\$0.14
Brunei Darussalam Mobile	\$0.15
Bulgaria Proper	\$0.19
Bulgaria Sofia	\$0.09
Bulgaria Mobile	\$0.69
Burkina Faso Proper	\$0.40
Burkina Faso Mobile	\$0.42
Burundi Proper	\$0.32
Burundi Mobile	\$0.32
Cambodia Proper	\$0.59
Cambodia Mobile	\$0.59
Cameroon Proper	\$0.57
Cameroon Douala	\$0.57
Cameroon Mobile	\$0.59
Cape Verde Proper	\$0.80
Cape Verde Mobile	\$0.80
Central African Republic Proper	\$0.38
Chad Proper	\$0.75
Chad Mobile	\$0.80
Chile Proper	\$0.04
Chile Santiago	\$0.04
Chile Mobile	\$0.49
China Proper	\$0.05
China Beijing	\$0.05
China Fuzhou	\$0.05
China Guangzhou	\$0.05
China Shanghai	\$0.05
China Mobile	\$0.05
Colombia Proper	\$0.21
Colombia Armenia	\$0.20
Colombia Barranquilla	\$0.10
Colombia Bogota	\$0.10

Colombia Cali	\$0.09
Colombia Medellin	\$0.16
Colombia Pereira	\$0.19
Colombia Mobile	\$0.22
Comoros Proper	\$0.91
Comoros Mayotte Island	\$0.82
Comoros Mayotte Island Mobile	\$0.92
Comoros Mobile	\$1.05
Congo Proper	\$0.39
Congo Mobile	\$0.39
Cook Islands Proper	\$2.12
Cook Islands Mobile	\$2.12
Costa Rica Proper	\$0.16
Costa Rica Mobile	\$0.19
Croatia Proper	\$0.14
Croatia Mobile	\$0.56
Cuba Proper	\$2.72
Cuba Guantanamo Bay	\$2.66
Cyprus Proper	\$0.13
Cyprus Mobile	\$0.20
Czech Republic Proper	\$0.06
Czech Republic Prague	\$0.06
Czech Republic Mobile	\$0.52
Denmark Proper	\$0.04
Denmark Mobile	\$0.61
Diego Garcia Proper	\$5.75
Djibouti Proper	\$0.96
Djibouti Mobile	\$0.96
East Timor Proper	\$4.90
Ecuador Proper	\$0.37
Ecuador Cuenca	\$0.36
Ecuador Guayaquil	\$0.34
Ecuador Quito	\$0.40
Ecuador Mobile	\$0.29
Egypt Proper	\$0.46
Egypt Alexandria	\$0.44
Egypt Cairo	\$0.44
Egypt Mobile	\$0.43
El Salvador Proper	\$0.28
El Salvador Mobile	\$0.31
Equatorial Guinea Proper	\$0.68

Equatorial Guinea Mobile	\$0.69
Eritrea Proper	\$0.85
Estonia Proper	\$0.08
Estonia Mobile	\$0.81
Ethiopia Proper	\$0.89
Ethiopia Addis Ababa	\$0.89
Ethiopia Mobile	\$0.90
Falkland Islands Proper	\$1.87
Faroe Islands Proper	\$0.46
Fiji Proper	\$0.72
Fiji Mobile	\$0.72
Finland Proper	\$0.09
Finland Helsinki	\$0.08
Finland Mobile	\$0.58
France Proper	\$0.03
France Paris	\$0.03
France Mobile	\$0.21
French Guiana Proper	\$0.21
French Guiana Mobile	\$0.56
French Polynesia Proper	\$0.63
French Polynesia Mobile	\$0.63
Gabonese Republic Proper	\$0.34
Gabonese Republic Mobile	\$0.34
Gambia Proper	\$0.49
Gambia Mobile	\$0.51
Georgia Proper	\$0.23
Georgia Mobile	\$0.44
Germany Proper	\$0.04
Germany Berlin	\$0.04
Germany Frankfurt	\$0.04
Germany Mobile A	\$0.69
Germany Mobile B	\$0.64
Ghana Proper	\$0.24
Ghana Accra	\$0.19
Ghana Mobile	\$0.38
Gibraltar Proper	\$0.10
Gibraltar Mobile	\$0.61
Greece Proper	\$0.06
Greece Athens	\$0.06
Greece Mobile	\$0.51
Greenland Proper	\$1.44

Greenland Mobile	\$1.54
Guadeloupe Proper	\$0.18
Guadeloupe Mobile	\$0.82
Guatemala Proper	\$0.34
Guatemala Mobile	\$0.37
Guinea Proper	\$0.41
Guinea Mobile	\$0.42
Guinea Bissau Proper	\$2.10
Guinea Bissau Mobile	\$2.24
Guyana Proper	\$0.81
Guyana Mobile	\$0.82
Haiti Proper	\$0.62
Haiti Port Au Prince	\$0.63
Haiti Mobile	\$0.74
Honduras Proper	\$0.82
Honduras Mobile	\$0.82
Hong Kong Proper	\$0.04
Hong Kong Mobile	\$0.04
Hungary Proper	\$0.07
Hungary Budapest	\$0.07
Hungary Mobile	\$0.66
Iceland Proper	\$0.08
Iceland Mobile	\$0.64
India Proper	\$0.22
India Ahmedabad	\$0.17
India Bangalore	\$0.13
India Baroda	\$0.21
India Bombay	\$0.19
India Calcutta	\$0.22
India Hyderabad	\$0.10
India Madras	\$0.13
India New Delhi	\$0.19
India Pune	\$0.22
India Punjab	\$0.22
India Mobile	\$0.23
Indonesia Proper	\$0.25
Indonesia Jakarta	\$0.09
Indonesia Surabaya	\$0.11
Indonesia Mobile	\$0.39
Inmarsat Atlantic East Proper	\$11.34
Inmarsat Atlantic West Proper	\$11.34

Inmarsat Indian Ocean Proper	\$11.34
Inmarsat Pacific Ocean Proper	\$11.34
Inmarsat SNAC Proper	\$15.00
Iran Proper	\$0.20
Iran Tehran	\$0.20
Iran Mobile	\$0.27
Iraq Proper	\$0.34
Iraq Baghdad	\$0.46
Iraq Mobile	\$0.74
Ireland Proper	\$0.04
Ireland Dublin	\$0.04
Ireland Mobile	\$0.56
Iridium Proper	\$12.78
Israel Proper	\$0.06
Israel Palestine	\$0.28
Israel Mobile	\$0.23
Italy Proper	\$0.04
Italy Milan	\$0.04
Italy Mobile	\$0.84
Ivory Coast Proper	\$0.44
Ivory Coast Abidjan	\$0.43
Ivory Coast Mobile	\$0.55
Japan Proper	\$0.07
Japan Military	\$0.07
Japan Osaka	\$0.07
Japan Tokyo	\$0.07
Japan Mobile	\$0.43
Jordan Proper	\$0.44
Jordan Amman	\$0.41
Jordan Mobile	\$0.53
Kenya Proper	\$0.53
Kenya Nairobi	\$0.39
Kenya Mobile	\$0.83
Kiribati Proper	\$1.77
Kiribati Mobile	\$1.80
Korea North Proper	\$1.63
Korea South Proper	\$0.06
Korea South Mobile	\$0.16
Korea South Seoul	\$0.06
Kuwait Proper	\$0.26
Kuwait Mobile	\$0.26

Kyrgyzstan Proper	\$0.27
Kyrgyzstan Mobile	\$0.30
Laos Proper	\$0.23
Latvia Proper	\$0.36
Latvia Mobile	\$0.59
Lebanon Proper	\$0.32
Lebanon Mobile	\$0.62
Lesotho Proper	\$0.43
Lesotho Mobile	\$0.43
Liberia Proper	\$0.62
Liberia Mobile	\$0.67
Libya Proper	\$0.51
Libya Mobile	\$0.56
Liechtenstein Proper	\$0.13
Liechtenstein Mobile	\$0.70
Lithuania Proper	\$0.22
Lithuania Mobile	\$0.54
Luxembourg Proper	\$0.07
Luxembourg Mobile	\$0.64
Macau Proper	\$0.13
Macau Mobile	\$0.14
Macedonia Proper	\$0.42
Macedonia Mobile	\$0.85
Madagascar Proper	\$0.63
Madagascar Mobile	\$0.62
Malawi Proper	\$0.16
Malawi Mobile	\$0.17
Malaysia Proper	\$0.06
Malaysia Kuala Lumpur	\$0.06
Malaysia Mobile	\$0.14
Maldives Proper	\$0.76
Maldives Mobile	\$0.77
Mali Proper	\$0.58
Mali Bamako	\$0.47
Mali Mobile	\$0.80
Malta Proper	\$0.36
Malta Mobile	\$0.81
Marshall Islands Proper	\$0.93
Martinique Proper	\$0.36
Martinique Mobile	\$0.75
Mauritania Proper	\$0.74

Mauritania Mobile	\$0.74
Mauritius Proper	\$0.42
Mauritius Mobile	\$0.42
Micronesia Proper	\$0.83
Moldova Proper	\$0.36
Moldova Mobile	\$0.54
Monaco Proper	\$0.10
Monaco Kosovo	\$0.54
Monaco Mobile	\$0.55
Mongolia Proper	\$0.15
Morocco Proper	\$0.61
Morocco Casablanca	\$0.58
Morocco Mobile	\$0.85
Mozambique Proper	\$0.39
Mozambique Mobile	\$0.42
Myanmar Burma Proper	\$0.95
Myanmar Burma Mobile	\$0.95
Namibia Proper	\$0.30
Namibia Mobile	\$0.62
Nauru Proper	\$2.78
Nauru Mobile	\$2.78
Nepal Proper	\$0.81
Nepal Katmandu	\$0.42
Nepal Mobile	\$0.81
Netherlands Proper	\$0.04
Netherlands Mobile	\$0.73
Netherlands Antilles Proper	\$0.37
Netherlands Antilles Mobile	\$0.42
New Caledonia Proper	\$0.86
New Zealand Proper	\$0.06
New Zealand Mobile	\$0.68
Nicaragua Proper	\$0.47
Nicaragua Mobile	\$0.57
Niger Proper	\$0.41
Niger Mobile	\$0.41
Nigeria Proper	\$0.22
Nigeria Lagos	\$0.19
Nigeria Mobile	\$0.56
Niue Proper	\$2.50
Niue Mobile	\$2.50
Norway Proper	\$0.05

Norway Mobile	\$0.51
Oman Proper	\$0.53
Oman Mobile	\$0.54
Pakistan Proper	\$0.55
Pakistan Isamabad	\$0.56
Pakistan Karachi	\$0.51
Pakistan Lahore	\$0.48
Pakistan Mobile	\$0.56
Palau Proper	\$1.12
Palestine Proper	\$0.33
Palestine Mobile	\$0.49
Panama Proper	\$0.16
Panama Panama City	\$0.10
Panama Mobile	\$0.38
Papua New Guinea Proper	\$2.21
Papua New Guinea Mobile	\$2.59
Paraguay Proper	\$0.31
Paraguay Asuncion	\$0.24
Paraguay Mobile	\$0.52
Peru Proper	\$0.14
Peru Lima	\$0.06
Peru Mobile	\$0.75
Philippines Proper	\$0.42
Philippines Manila	\$0.42
Philippines Mobile	\$0.51
Poland Proper	\$0.06
Poland Warsaw	\$0.05
Poland Mobile	\$0.66
Portugal Proper	\$0.06
Portugal Lisbon	\$0.06
Portugal Mobile	\$0.81
Qatar Proper	\$0.77
Qatar Mobile	\$0.84
Reunion Island Proper	\$0.35
Reunion Island Mobile	\$0.78
Romania Proper	\$0.30
Romania Bucharest	\$0.25
Romania Mobile	\$0.74
Russian Federation Proper	\$0.13
Russian Federation Kazakhstan	\$0.41
Russian Federation Kazakhstan Mobile	\$0.46

Russian Federation Moscow	\$0.04
Russian Federation Overlay	\$0.16
Russian Federation Saint Petersburg	\$0.03
Russian Federation Mobile	\$0.13
Rwandese Republic Proper	\$0.38
Rwandese Republic Mobile	\$0.39
Saint Helena Proper	\$1.91
Saint Pierre and Miquelon Proper	\$0.48
San Marino Proper	\$0.09
San Marino Mobile	\$0.09
Sao Tome and Principe Proper	\$3.29
Saudi Arabia Proper	\$0.52
Saudi Arabia Dhahran	\$0.27
Saudi Arabia Jeddah	\$0.10
Saudi Arabia Mecca	\$0.49
Saudi Arabia Riyadh	\$0.16
Saudi Arabia Mobile	\$0.64
Senegal Proper	\$0.50
Senegal Dakar	\$0.49
Senegal Mobile	\$0.59
Serbia Proper	\$0.26
Serbia Belgrade	\$0.25
Serbia Montenegro	\$0.35
Serbia Mobile	\$0.76
Seychelles Proper	\$0.53
Seychelles Mobile	\$0.53
Sierra Leone Proper	\$0.60
Sierra Leone Freetown	\$0.44
Sierra Leone Mobile	\$0.66
Singapore Proper	\$0.03
Singapore Mobile	\$0.03
Slovak Republic Proper	\$0.20
Slovak Republic Mobile	\$0.64
Slovenia Proper	\$0.13
Slovenia Mobile	\$0.69
Solomon Islands Proper	\$2.59
Solomon Islands Mobile	\$2.65
Somali Democratic Republic Proper	\$1.67
South Africa Proper	\$0.17
South Africa Cape Town	\$0.17
South Africa Johannesburg	\$0.17

South Africa Mobile	\$0.54
Spain Proper	\$0.04
Spain Canary Islands	\$0.04
Spain Madrid	\$0.04
Spain Mobile	\$0.73
Sri Lanka Proper	\$0.40
Sri Lanka Mobile	\$0.40
Sudan Proper	\$0.55
Suriname Proper	\$0.64
Suriname Mobile	\$0.65
Swaziland Proper	\$0.32
Swaziland Mobile	\$0.41
Sweden Proper	\$0.04
Sweden Stockholm	\$0.04
Sweden Mobile	\$0.65
Switzerland Proper	\$0.05
Switzerland Mobile	\$0.84
Syrian Arab Republic Proper	\$0.88
Syrian Arab Republic Mobile	\$0.89
Taiwan Proper	\$0.05
Taiwan Taipei	\$0.05
Taiwan Mobile	\$0.23
Tajikistan Proper	\$0.47
Tajikistan Mobile	\$0.47
Tanzania Proper	\$0.69
Tanzania Dar es Salaam	\$0.61
Tanzania Mobile	\$0.70
Thailand Proper	\$0.13
Thailand Bangkok	\$0.09
Thailand Mobile	\$0.13
Thuraya Proper	\$8.05
Togolese Republic Proper	\$0.44
Togolese Republic Mobile	\$0.52
Tokelau Proper	\$2.45
Tokelau Mobile	\$2.45
Tonga Proper	\$0.71
Tonga Mobile	\$0.71
Tunisia Proper	\$0.58
Tunisia Mobile	\$0.60
Turkey Proper	\$0.36
Turkey Ankara	\$0.22

Turkey Istanbul	\$0.19
Turkey Mobile	\$0.54
Turkmenistan Proper	\$0.46
Turkmenistan Mobile	\$0.46
Tuvalu Proper	\$1.93
Tuvalu Mobile	\$2.00
UAE Proper	\$0.62
UAE Mobile	\$0.63
Uganda Proper	\$0.31
Uganda Mobile	\$0.32
Ukraine Proper	\$0.29
Ukraine Kiev	\$0.26
Ukraine Lviv	\$0.26
Ukraine Odessa	\$0.26
Ukraine Mobile	\$0.37
United Kingdom Proper	\$0.04
United Kingdom London	\$0.04
United Kingdom Mobile A	\$0.74
United Kingdom Mobile B	\$0.51
Uruguay Proper	\$0.24
Uruguay Montevideo	\$0.20
Uruguay Mobile	\$0.64
Uzbekistan Proper	\$0.27
Uzbekistan Mobile	\$0.27
Vanuatu Proper	\$2.17
Vanuatu Mobile	\$2.21
Vatican City State Proper	\$0.08
Venezuela Proper	\$0.08
Venezuela Caracas	\$0.06
Venezuela Maracaibo	\$0.08
Venezuela Mobile	\$0.42
Vietnam Proper	\$0.66
Vietnam Hanoi	\$0.64
Vietnam Ho Chi Min City	\$0.64
Vietnam Mobile	\$0.69
Wallis and Futuna Proper	\$3.50
Western Samoa Proper	\$1.06
Yemen Arab Republic Proper	\$0.45
Yemen Arab Republic Mobile	\$0.47
Zaire Proper	\$0.90
Zaire Mobile	\$0.86

Zambia Proper	\$0.26
Zambia Mobile	\$0.35
Zimbabwe Proper	\$0.22
Zimbabwe Mobile A	\$0.54
Zimbabwe Mobile B	\$0.41

Exhibit B

Service Level Agreement

Arena One will use commercially reasonable efforts to avoid and remedy situations in which Customer is unable to transmit and receive information by means of the Service. This Service Level Agreement ("SLA") describes the remedies available to Customer in the event Customer is unable to access the Service for some period of time.

1. APPLICABILITY

In order for this SLA to apply, Customer must maintain both a primary and a backup connection to Arena One at every Customer location. If the backup connection is over the public internet, it is Customer's responsibility to provide a static IP address for the internet-facing port of the backup router. If the backup connection is down for any reason, this SLA will not be applicable.

2. SERVICE AVAILABILITY

Arena One shall make all Services (voice and data, where applicable) available for access and use by Customer 24 hours per day, 7 days per week, excluding any Scheduled Downtime or downtime due to a Force Majeure Event, each as defined below. "Service Availability" is calculated by subtracting from 100% the result of the number of minutes of Unscheduled Downtime in a calendar month divided by the total number of minutes in such calendar month. If the monthly Service Availability is less than 99.99%, Service Level Credits are provided under Section 3 below.

3. DEFINITIONS

3.1 "Downtime" is defined as the inability for Arena One to receive and process inbound telephone calls for thirty (30) continuous minutes or longer as reported by Arena One.

3.2. "Scheduled Downtime" is Downtime for which advance notice is given to the Customer. Arena One shall endeavor to provide seventy-two (72) hours advance notice to Customer for all Scheduled Downtime; however, Arena One may schedule maintenance with less notice if deemed necessary by Arena One at its sole discretion to ensure the safe, continued operation of the Service. Planned maintenance does not count towards Downtime and shall take place during off peak business hours (EST). The duration of Scheduled Downtime is measured in minutes and equals the amount of elapsed time from when the Service is not accessible to when the Service is accessible. Any single event that exceeds the scheduled duration will result in an outage and the amount of time that the outage exceeded the scheduled time will be counted toward the Service Availability level in the month in which the event occurred.

3.3 "Unscheduled Downtime" means time outside of Scheduled Downtime when the Service is not accessible or available to Customer for reasons other than Force Majeure Events, as defined below.

3.4 "Force Majeure Events" means any event or condition that directly or indirectly prevents Arena One from performing the Services hereunder, is beyond the reasonable control of Arena One, and could not, by the exercise of due diligence, have been avoided in whole or in part by Arena One, and shall include, subject to the foregoing and without limitation: any act of God, natural disaster, earthquake, war, riot, civil war, blockade, insurrection, terrorism, sabotage, acts of public enemies, civil disturbances or general restraint or arrest of government and people, boycott, strike (including a general strike), lockout or other similar industrial disturbance, service interruption by a telecommunications services provider, or connectivity delays with internet providers outside of Arena One's reasonable control.

4. SERVICE LEVEL CREDIT

Arena One shall make a report available online to Customer which details the Service Availability for the Services during the previous month within ten (10) days after the end of such month. If the monthly Service Availability is less than 99.99%, and Customer requests a credit in writing within thirty (30) calendar days of Customer's access to such report, Arena One shall credit Customer the applicable amount indicated below as a Service Level Credit, and not as a penalty.

a. Arena One shall award Customer no Service Level Credit if the monthly Service Availability is at least 99.99% (rounded to four significant figures).

b. Arena One shall award Customer a Service Level Credit in an amount equal to five percent (5%) of the monthly Service Fee if the monthly Service Availability is 99.50% to 99.98% (inclusive).

c. Arena One shall award Customer a Service Level Credit in an amount equal to ten percent (10%) of the monthly Service Fee if the monthly Service Availability is 99.00% to 99.49% (inclusive).

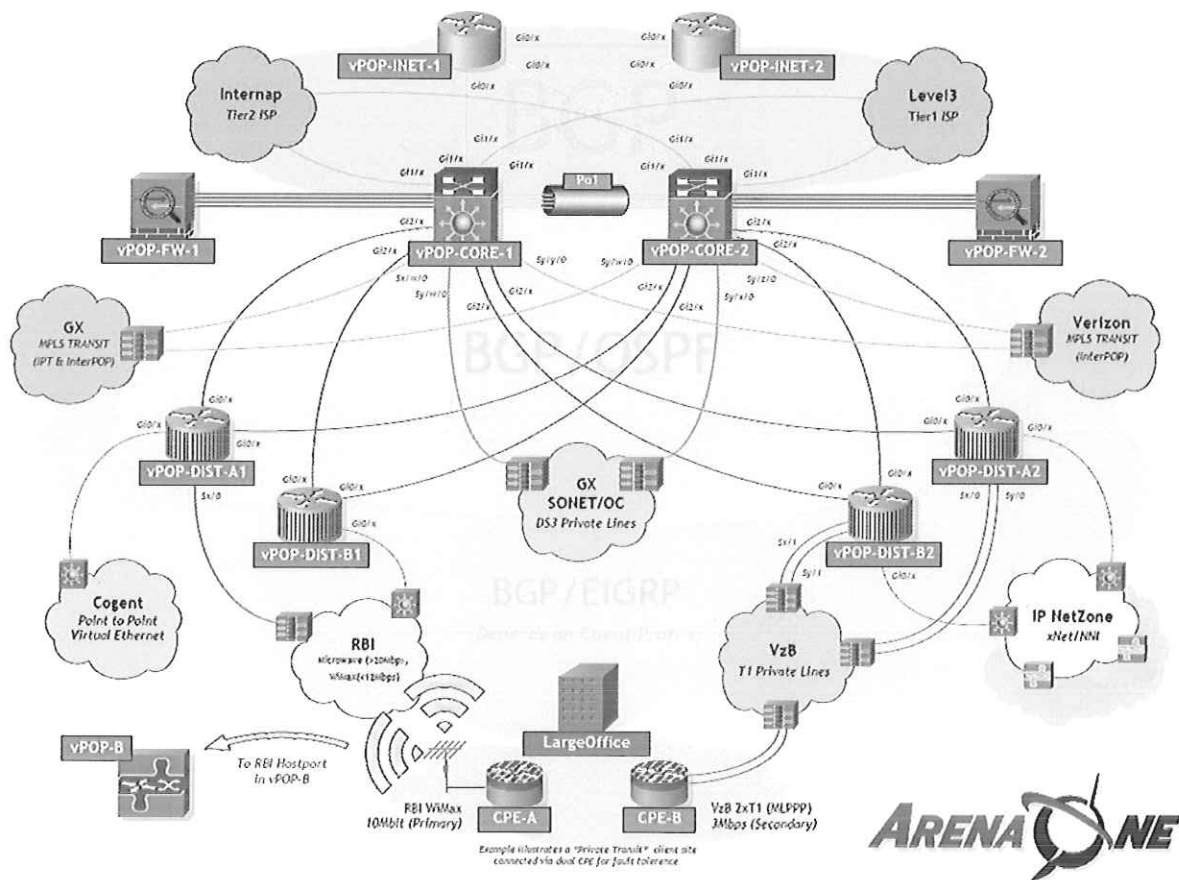
d. Arena One shall award Customer a Service Level Credit in an amount equal to fifteen percent (15%) of the monthly Service Fee if the monthly Service Availability is less than 99.00%.

5. TERMINATION FOR REPEATED UNSCHEDULED DOWNTIME.

Notwithstanding the foregoing, if the monthly Service Availability is less than 99.00% in any two (2) consecutive calendar months or three (3) times in any consecutive six (6) month calendar period (each a "Triggering Event") Customer shall have thirty (30) days from the last day of the month in which the Triggering Event occurred to terminate the Services for cause by providing thirty (30) days written notice of termination. Upon receipt of a proper notice of termination, Arena One shall provide Customer up to thirty (30) days of continued Services ("Transition Services") and all fees and credits called for under the Agreement shall be in full force and effect during the Transition Services period.

Exhibit C

</Architecture- vPOP-A & Private Transit CPE/> *Internal*



Arena One maintains a fully redundant network core, VoIP application servers, and session boarder controllers. There are no single points of failure in the network, facilities, application, or voice delivery infrastructure.

We have two core points of presence (POPs) geographically diverse that are replicated and each can handle the full load of the network traffic in the event of a catastrophic outage.

Arena One only uses industry leading network components, switches, routers and session boarder controllers to ensure the best in industry reliability, security and efficiency.

Core network infrastructure:

- Acme Packet
- Cisco Core Network Infrastructure
- HP
- IBM
- Broadsoft



Arena One, LLC
 PO BOX 815
 New York, NY 10116

Invoice Date: Jul/08/2013
 Invoice Due Date: Jul/01/2013
 Invoice Number: 49-1315

Invoice

Bill To: Dennis Arena, Inc.
 Attn: Dennis Arena
 19 West 21st Street, Suite 602
 New York, NY 10010
 US

Notes: If you have any questions about your invoice, please contact us at billing@arena1.com or call (212) 231-9600 option 3.

Thank you for your business.

This invoice has been sent manually without automatically processing a payment.
 Please contact us if you wish to arrange an alternate method of payment.

Prior Invoice Balance	\$	748.84
Payments / Credits	\$	(1.09)
Unpaid Invoice Balance	\$	747.75
Prior Credit Balance	\$	(0.00)
Adjustments	\$	(1.09)
Credits Applied	\$	1.09
Credit Balance	\$	(0.00)
Current Charges	\$	159.94
Taxes	\$	3.40
Account Credits	\$	(0.00)
Total Current Charges	\$	163.34
Account Balance:	\$	911.09
as of Jul/08/2013		

Current Charges

ID#	Service Items	Date Range	Unit Price	Quantity	Discount	Total Due
951	SIP Trunk w/ Local Calling (HVSIP) <i>Service Location - 19 West 21st Street, Suite 602, New York, NY 10010</i>	Jul/01/2013 - Jul/31/2013	\$ 20.00	5		\$ 100.00
952	Intrastate Traffic Billed at .02 per Minute (HVINT)	Jul/01/2013	\$ 0.02	1,262		\$ 25.24
953	Interstate Traffic Billed at .02 per Minute (HVINT)	Jul/01/2013	\$ 0.02	1,735		\$ 34.70
Current Charges:						\$ 159.94

Taxes

ID#	Tax Description	Total Due
1	Universal Service Fee (9.79%)	\$ 3.40
Taxes:		\$ 3.40

Total Current Charges:	\$ 163.34
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Unpaid invoices will incur a 1.5 % late fee after 15 days overdue, and an additional 1.5 % every 30 days thereafter

Aging Invoice Balance

Current	1-30 Days	30-60 Days	60-90 Days	90-120 Days	120+ Days
\$ 169.90	\$ 644.41	\$ 0.00	\$ 48.39	\$ 0.00	\$ 48.39



<u>FIELD NUMBER:</u> <u>START POSITION:</u> <u>FIELD LENGTH</u>	<u>FIELD NAMES</u>	<u>FIELD DESCRIPTIONS</u>
1 : 001 : 10	CUSTOMER NUMBER	Customer's Account Number.
2 : 012 : 10	GID	Used when customer has multiple departments or locations to be reported separately on a single invoice.
3 : 023 : 02	SN	Switching Center or Network Service Provider. This is used internally by to define specific networks that we may use on that particular call.
4 : 026 : 03	PG	Creates Groups of Project Codes for Statement Presentation. This indicator separates project codes that belong to a specific group as defined in #2 above.
5 : 030 : 12	PROJECT CODE	Additional dialed digits the end user dialed when making calls. (This would be the "Account Code" that is dialed by the customer)
6 : 043 : 03	BILLING ORDER	Determines sort order of call detail for statement presentation.
7 : 047 : 03	CALL GROUP	Type of Call. It is determined when the call is rated.
8 : 051 : 07	MULTI-CALL SEQ#	Links multiple calls together. Typically used for Conference calling or call back.
9 : 059 : 01	STATUS TYPE	C = Current, A = Archived, E = EMI'd
10 : 061 : 10	DESTINATION PLACE	Contains the destination city of the call if it is a North American Numbering Plan (NANP) location. Otherwise, it contains the Country name if International. These come from your VNH file and are User Definable.
11 : 072 : 02	DESTINATION STATE	Contains the destination state of the call if it is a NANP location. Otherwise, it contains a two-character country abbreviation. These come from your VNH file and are User Definable.
12 : 075 : 01	EXCHANGE TYPE	C = Interstate/Intralata, I = Interstate, L = Intrastate/Intralata, S = Intrastate, O = Other/International.
13 : 077 : 06	PROCESS DATE	Date the Call was written to Arena One's Call detail file. YYYYMMDD.
14 : 084 : 04	NUMBER OF CALLS	Number of calls represented by this record.
15 : 089 : 01	VOLUME FLAG	Y indicates this call is susceptible to volume charges. N indicates this call is not susceptible to volume charges. It is user defined and comes from the Call Group.
16 : 091 : 11	AMOUNT #2	Second call charge amount. Only populated when the system is setup to rate the calls twice.
17 : 103 : 01	2/4 DECIMAL FLAG #2	A 2 indicates the call charges in amount 2 have been rounded to two places to the right of the decimal. A 4 indicates the call charges in amount 2 have been rounded to four places to the right of the decimal.
18 : 105 : 03	CALL TYPE	Type of Call as determined by Arena One. Each different type of call has its own indicator that is set by Arena One.
19 : 109 : 07	INPUT TRUNK	Indicates which trunk carried the call into the switching system.
20 : 117 : 07	OUTPUT TRUNK	Indicates which trunk carried the call out of the switching system.

21 : 125 : 03	ORIG. COUNTRY	Country Code for the Country where the call originated. Only populated on call originating Internationally.
22 : 129 : 16	ORIG. NUMBER	Contains the origination number of the call, if available.
23 : 146 : 10	ORIG. PLACE	Contains the Origination city of the call if it is a North American Numbering Plan (NANP) location. Otherwise, it contains the Country name if International. These come from your VNH file and are User Definable.
24 : 157 : 02	ORIG. STATE	Contains the Origination state of the call if it is a NANP location. Otherwise, it contains a two-character country abbreviation. These come from your VNH file and are User Definable.
25 : 160 : 03	LATA	LATA for the Destination Number.
26 : 164 : 11	VOLUME DISC. AMT.	Amount of the Volume Charges. May be positive or negative. The +/- sign may be trailing, leading, or none based upon the users selection in the export code. Example with sign trailing: 999999.9999+
27 : 176 : 10	VOLUME CODE	Contains the volume code used to determine volume charges for this call. This is user definable.
28 : 187 : 01	VOLUME TYPE	Not in use at this time.
29 : 189 : 01	VOLUME LEVEL	A C = Customer, a G = Group ID, and a U = User ID. This indicates the level at which the volume charges were calculated.
30 : 191 : 01	TAX TABLE	These contain the Tax Authority and Type as well 31 : 193 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
32 : 196 : 09		
33 : 206 : 01	TAX TABLE	These contain the Tax Authority and Type as well 34 : 208 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
35 : 211 : 09		
36 : 221 : 01	TAX TABLE	These contain the Tax Authority and Type as well 37 : 223 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
38 : 226 : 09		
39 : 236 : 01	TAX TABLE	These contain the Tax Authority and Type as well 40 : 238 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
41 : 241 : 09		
42 : 251 : 01	TAX TABLE	These contain the Tax Authority and Type as well 43 : 253 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
44 : 256 : 09		
45 : 266 : 01	TAX TABLE	These contain the Tax Authority and Type as well 46 : 268 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
47 : 271 : 09		
48 : 281 : 01	TAX TABLE	These contain the Tax Authority and Type as well 49 : 283 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
50 : 286 : 09		
51 : 296 : 01	TAX TABLE	These contain the Tax Authority and Type as well 52 : 298 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
53 : 301 : 09		

54 : 311 : 01	TAX TABLE	These contain the Tax Authority and Type as well 55 : 313 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
56 : 316 : 09		
57 : 326 : 01	TAX TABLE	These contain the Tax Authority and Type as well 58 : 328 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
59 : 331 : 09		
60 : 341 : 01	TAX TABLE	These contain the Tax Authority and Type as well 61 : 343 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
62 : 346 : 09		
63 : 356 : 01	TAX TABLE	These contain the Tax Authority and Type as well 64 : 358 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
65 : 361 : 09		
66 : 371 : 01	TAX TABLE	These contain the Tax Authority and Type as well 67 : 373 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
68 : 376 : 09		
69 : 386 : 01	TAX TABLE	These contain the Tax Authority and Type as well 70 : 388 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
71 : 391 : 09		
72 : 401 : 01	TAX TABLE	These contain the Tax Authority and Type as well 73 : 403 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
74 : 406 : 09		
75 : 416 : 01	TAX TABLE	These contain the Tax Authority and Type as well 76 : 418 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
77 : 421 : 09		
78 : 431 : 01	TAX TABLE	These contain the Tax Authority and Type as well 79 : 433 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
80 : 436 : 09		
81 : 446 : 01	TAX TABLE	These contain the Tax Authority and Type as well 82 : 448 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
83 : 451 : 09		
84 : 461 : 01	TAX TABLE	These contain the Tax Authority and Type as well 85 : 463 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
86 : 466 : 09		
87 : 476 : 01	TAX TABLE	These contain the Tax Authority and Type as well 88 : 478 : 02 as the tax amount. The values here are determined by the Tax Code assigned to the Customer, Group ID, or User ID.
89 : 481 : 09		
90 : 491 : 07	ORIG. CITY CODE	On an Internationally originating call, when a city code is identifiable, this field will contain the city code. Note, the city code is included in the Origination Number of the call.
91 : 499 : 12	MISC 1	This field is used for miscellaneous information typically used in custom applications.
92 : 511 : 12	MISC 2	This field is used for miscellaneous information typically used in custom applications.

93 : 525 : 12	MISC 3	This field is used for miscellaneous information typically used in custom applications.
94 : 538 : 01	ANI FLG	A Y indicates that the originating number was an ANI. A N indicates that the originating number is not an ANI.
95 : 540 : 07	DEST. CITY CODE	On a call to an International number, when a city code is identifiable, this field will contain the city code. Note, the city code is included in the Destination Number of the call.
96 : 548 : 01	2/4 DECIMAL FLAG #1	A 2 indicates the call charges in amount 1 have been rounded to two places to the right of the decimal. A 4 indicates the call charges in amount 1 have been rounded to four places to the right of the decimal.
97 : 550 : 06	CALL DURATION	This is the un-rounded duration of the Call. It is hhmmss.
98 : 557 : 03	DESTINATION COUNTRY	Country Code for Destination Country. Only populated on calls with an International Destination.
99 : 561 : 16	DESTINATION NUMBER	Dialed Number of Destination.
100 : 578 : 01	DEN FLAG	Time of Day indicator. These are user defined.
101 : 580 : 08	DATE	This is the date the call was made. YYYYMMDD.
102 : 589 : 06	TIME	This is the time the call was made. HHMMSS – using a 24 hour clock.
103 : 596 : 06	MINUTES	Contains the rounded duration of the Call. 9999.9 is mmmm.1/10 th .
104 : 603 : 11	AMOUNT #1	Total amount of the call before volume charges.
105 : 615 : 10	USER ID	Contains the ANI, 800, calling card, dedicated circuit number, etc. of ID the call is billed to.