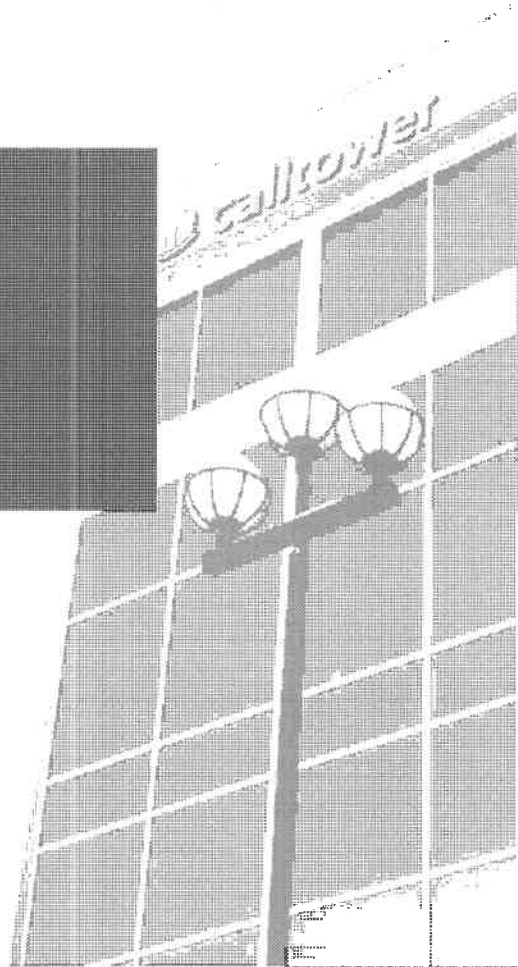






# SOLUTION & PRICING PROPOSAL

Prepared for WV Conservation Agency



**STAY CONNECTED, STAY AHEAD**

Since its inception in 2002, CallTower has evolved into a global cloud-based, enterprise-class Unified Communications, Contact Center and Collaboration solutions provider for growing organizations worldwide.

CallTower provides, integrates and supports industry-leading solutions, including Microsoft® Teams Direct Routing, Operator Connect, Office 365, GCC High Teams Audio Conferencing and PSTN, Cisco® Webex Calling / UCM, Cisco® CCPP, CT Cloud UCaaS, CT Cloud Meeting powered by Zoom and four contact center options, including Five9 for business customers.

## ONLINE PROVISIONING IN

UCaaS Solutions + CCaaS Solutions + Collaboration + Integrations



### ONE-STOP-SHOP

- Full turn-key solution
- One invoice
- One support call
- Dedicated circuits
- Fully managed handsets, headsets and conference rooms

### SECURITY, STABILITY, SCALABILITY

- Benefits of OPEX vs CAPEX
- One platform to monitor
- End-to-end private cloud environment
- Faster troubleshooting

### PROJECT MANAGEMENT

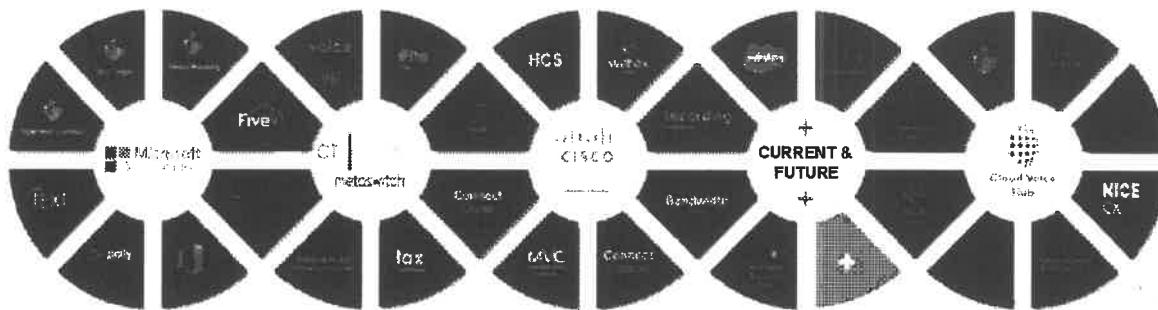
- No finger pointing between solution providers
- One project team for design/changes
- Faster deployment times
- Easy-to-use solution management tool

**GLOBAL REACH**  
**EXPANDED REACH TO MORE THAN 175+ COUNTRIES**

www.calltower.com | sales@calltower.com | (800) 347-5444



# THE CALLTOWER TEAM. OUR CUSTOMERS MATTER MOST.



### WE ARE HERE TO HELP!

CallTower solution experts are available 24/7/365 via phone - (800) 347-5444, email - sales@calltower.com and chat - www.calltower.com. We also have an array of helpful tips at uc.solutions to help you answer questions fast.

### CERTIFIED MULTI-TIERED SUPPORT TEAMS

Our unmatched implementation, training and support teams have deployed and supported thousands of users, enabling solutions around the corner and across the globe. All projects receive a designated product manager who secures a seamless implementation and training success plan.

### CUSTOMER SUCCESS TEAM

CallTower customers are further empowered by their Customer Success Team. This team works closely with the customers to deliver streamlined processes.

- Customer Support Plan <https://www.calltower.com/support/client-support-plan/>
- Network Status <https://www.calltower.com/support/network-status/>
- Support & Implementation Paths <https://www.calltower.com/support/escalation-paths/>
- Client Success Escalation Paths <https://www.calltower.com/support/client-success-escalation-path/>
- CallTower Advantage <https://info.calltower.com/hubfs/CallTower%20Advantage.pdf>

### CALLTOWER CONNECT

CallTower enables our Customers to manage rapidly changing technologies through Connect - a user-friendly portal, created and developed in-house. This proprietary system ensures our customers can administer services without expertise in any one technology or hiring outside consultants to manage their communication services.

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# CALLTOWER'S PARTNERSHIPS. WHICH SOLUTION FITS BEST?



# CALLTOWER'S CUSTOMERS



To replace our current system would have been \$300,000 CapEx plus we were spending \$25,000 monthly on calling plans. With CallTower, we invested \$15,000 on our monthly recurring license model.

Anthony Lopez, Tourneau,  
Senior Director of Technology

www.calltower.com | sales@calltower.com | (800) 347-5444



# WHAT'S NEXT?



Thank you for choosing CallTower and Welcome to the CallTower family.

We want you to have a wonderful experience onboarding with CallTower.

Let's review the following items as they are required for us to move your project into implementation. All items below must be completed to move into implementation.

**PLEASE NOTE: AN IMPLEMENTATION MANAGER WILL NOT BE ASSIGNED UNTIL THE ITEMS BELOW ARE COMPLETE:**

- ✓ All documents are signed and dated
- ✓ Payments terms must be filled out on the agreement.
- ✓ Payment for the Deposit and NRC. An invoice for this amount will be sent by CallTower to customer.
- ✓ Online questionnaire that is sent by CallTower to customer.
- ✓ Contact Center form if applicable
- ✓ CT Cloud Boost form if applicable

Once all items above have been completed, CallTower will initiate implementation/onboarding discussions within the next 2 business weeks. Our implementation timelines can vary from one week to a few months, depending on the complexity of the implementation. We will work with your team to implement the services in a timely and acceptable fashion.

This notice has been provided to set appropriate expectations and ensure a smooth onboarding experience. If you have any questions, please reach out to CallTower Sales Ops Team at [salesops@calltower.com](mailto:salesops@calltower.com).

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date





Quote Number: 1023512

08/08/2022

WV Conservation Agency

### Summary - Service Order

| Description           | Monthly Recurring | Non Recurring    |
|-----------------------|-------------------|------------------|
| Company Wide Services | \$0.00            | \$1,801.94       |
| Main Location         | \$523.78          | \$0.00           |
| <b>Term:</b>          | <b>Total MRC</b>  | <b>Total NRC</b> |
| 36 Months             | \$523.78          | \$1,801.94       |

Authorized Signature:

Print Name:

Title:


Date:

Q-1

SALES@CALLTOWER.COM

WWW.CALLTOWER.COM


(888) 272-2772

|   |                        |
|---|------------------------|
|  <b>calltower</b><br>Stay Connected. Stay Ahead. | Quote Number: 1023512  |
|   | 08/08/2022             |
|   | WV Conservation Agency |

**Company Wide Services - Service Order**

| Description  | Qty | Price  | Monthly Recurring | Non Recurring    |
|--|-----|--------|-------------------|------------------|
| Implementation Charge                              | 1   | \$0.00 | \$0.00            | \$1,488.00       |
| NRC Discount 100 %                                 |     |        |                   | - \$1,488.00     |
| MS Teams OC - Auto Attendant Professional Services | 7   | \$0.00 | \$0.00            | \$1,050.00       |
| DID Order/Port Fee                                 | 51  | \$0.00 | \$0.00            | \$251.94         |
| Professional Services for Teams Extension Dialing  | 1   | \$0.00 | \$0.00            | \$500.00         |
| <b>Term:</b>                                       |     |        | <b>Total MRC</b>  | <b>Total NRC</b> |
| 36 Months  |     |        | \$0.00            | \$1,801.94       |



|   |                        |
|---|------------------------|
|  <b>calltower</b><br>Stay Connected. Stay Ahead. | Quote Number: 1023512  |
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|   | WV Conservation Agency |

**Main Location - Service Order**

| Description   | Qty | Price        | Monthly Recurring | Non Recurring    |
|---|-----|--------------|-------------------|------------------|
| Direct Inward Dialing (DID) Number  | 11  | \$0.75       | \$8.25            | \$9.13           |
| MRC Discount 71 %   |     | -\$0.53      | -\$5.86           |                  |
| NRC Discount 100 %  |     |              |                   | -\$9.13          |
| MS Teams OC - SMB Unlimited   | 40  | \$15.95      | \$638.00          | \$712.80         |
| MRC Discount 27 %   |     | -\$4.31      | -\$172.26         |                  |
| NRC Discount 100 %  |     |              |                   | -\$712.80        |
| MS Teams OC - Auto Attendant or Call Queue (Resource Account) - Unlimited | 7   | \$7.95       | \$55.65           | \$0.00           |
|   |     | <b>Term:</b> | <b>Total MRC</b>  | <b>Total NRC</b> |
|   |     | 36 Months    | \$523.78          | \$0.00           |



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**SELECTED ITEM DESCRIPTIONS**

**DID Order/Port Fee**

DID porting charges for new numbers and ported numbers

**Direct Inward Dialing (DID) Number**

Phone number assigned to a future phone line. Additional DID purchases allow for a block of phone numbers for future growth. 100% qualifies for Erate and CTF

**Implementation Charge**

This is the personalized implementation service. CallTower tailors your system and helps you configure features important to you. The service includes: Tenant Set-up, User Set-up, Call Routing Configuration, Device Provisioning, Dedicated Implementation Manager & Additional Technical Resources if needed, Project Meetings, Porting Management and Circuit Ordering.

**MS Teams OC - Auto Attendant Professional Services**

Professional service fee charged per auto attendant. CallTower requires a SFB and Teams Administrator Service Account.

**MS Teams OC - Auto Attendant or Call Queue (Resource Account) - Unlimited**

Per Auto Attendant or per Call Queue fee Includes inbound DID usage. Toll free inbound available at additional charge. Does not include tenant configuration. CallTower requires a SFB and Teams Administrator Service Account.

**MS Teams OC - SMB Unlimited**

Per user fee for MS Teams Operator Connect. Includes a DID and unlimited domestic US calling. Calling plan requires the Phone System and Audio Conferencing with all Office 365 license excluding the Microsoft Office 365 E5 license. Access to international calling per CallTower's international rate plan. THIS IS THE ONLY OPERATOR CONNECT SKU THAT CAN BE USED FOR CUSTOMERS WITH LESS THAN 50 TOTAL SEATS.

**Professional Services for Teams Extension Dialing**

Professional Services for Teams Extension Dialing. Includes up to a maximum of 4 hours of CallTower Engineering to setup extension dialing within an organization with a standard setup. Final approval required by engineering prior to implementation for all extension designs.



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## Service Agreement

This Services Agreement (the "Agreement") between CallTower, Inc. ("CallTower"), a Delaware corporation with its principal place of business located at 10701 S River Front Pkwy, South Jordan, UT 84095, and WV Conservation Agency (the "Customer"), a \_\_\_\_\_ (Business Definition) with its principal place of business located at \_\_\_\_\_, (the full location), is entered into as of the 8th day of August, 2022 (the "Effective Date").

WHEREAS: CallTower provides Unified Communications as a Service and is committed to support its customers with the best technology, people, and communications solutions available.

WHEREAS: Customer desires to subscribe to the services offered by CallTower:

NOW THEREFORE, the parties agree as follows:

1. The following definitions shall apply to this Agreement:

- 1.1. **Services:** Services refer to the range of communications applications delivered by CallTower commonly referred to as Unified Communications.
- 1.2. **Service Order:** Service Order is a document that specifies a collection of Services to be delivered to Customer's specific location or locations, or to specific users, and may be adjusted from time to time as the Customer's contracted Services increase or decrease. Service Orders are provided as attachments to this Agreement.
- 1.3. **Installation Date:** Installation Date refers to the date that is targeted by CallTower and Customer for which Services are to be activated.
- 1.4. **Activation Date:** Activation Date is the date on which Services in the Service Order are substantially ready for activation and is independent of number porting, unless otherwise agreed to by CallTower and Customer. Service Orders may have or specify varying Activation Dates.

2. CallTower agrees to provide to Customer the Services specified in the Service Order(s) attached hereto. Each Service Order will be executed by the Parties and may be amended from time to time as Customer's needs change.
3. This Agreement shall apply to each Service Order and the Term specified in the Service Order shall commence on the Activation Date of the Services (or the applicable Service) in such Service Order.
4. Billing for Services in each Service Order and any applicable fees will commence on the Activation Date(s) for such Service(s).
5. All stated Installation Dates are approximate; CallTower will not be deemed to be in default, nor shall it be liable for any damages or loss resulting from delays in installation but will use commercially reasonable efforts to achieve the committed Installation Dates.
6. Customer will cooperate fully with CallTower, and Customer will designate CallTower or CallTower's agent to transfer service from Customer's current vendor of telecommunications services to CallTower, including Customer's current telephone numbers, and will provide such other network information required for CallTower to provide service to Customer. Customer will authorize CallTower as its agent for the limited purposes of submitting the Number Portability Authorization Form on Customer's behalf and signing Customer's name on forms of authority to Customer's current vendor of telecommunications services to transfer Customer's number to CallTower as vendor of record. Customer must comply with all current vendor financial and other requirements necessary for porting of numbers to CallTower and is responsible for any charges imposed by Customer's current vendor or CallTower in relation to any porting request up to four dollars and ninety-four cents. CallTower will use commercially reasonable efforts to port Customer's number on or before the requested cut over date but will have no liability to Customer for any delays in porting.
7. Customer is responsible for complying with the Desktop, Hosted Exchange and Site Readiness Requirements, included in this document and satisfying other technical requirements necessary for CallTower to deliver CallTower Services to Customer.
8. Customer will comply with CallTower's Terms of Use as posted on CallTower's web site: <https://www.calltower.com/resources-training/terms-of-use-for-customers/>
9. Customer confirms the Customer representations and warranties set forth in the Terms of Use.
10. Customer acknowledges that the Terms of Use include, but are not limited to, provisions addressing Emergency Calling, Enhanced 911, Basic 911, and Customer's responsibility in connection with Emergency Calling. CallTower disclaims any and all liability or responsibility in the event Customer-provided registered location information is inaccurate or out of date. Customer shall indemnify and hold harmless CallTower from any claim or action arising out of misrouting of 911 calls, including but not limited to Customer's failure to follow correct procedures for notifying CallTower of the locations of phones for 911 calling or its providing incorrect information to CallTower.
11. The initial term of each Service Order will begin on the Activation Date(s) for the Service(s) and will continue for the period specified in the Service Order(s). Thereafter, each Service Order shall renew automatically for successive twelve (12) month periods if not terminated or extended by either party by written notice of nonrenewal or extension at least thirty (30) days prior to the end of the then current term. If Customer provides such written notice of nonrenewal or extension, Call Tower will continue to provide the Services until terminated by Customer on a month to month basis at 110% of the current billing line item in effect at the end of the then current term.
12. All sales, services and use taxes which are imposed by any government entity on the fees for any of the Services (other than taxes relating to CallTower's net income) shall be the sole responsibility of Customer, whether set forth in an invoice or not and regardless of when imposed or assessed, and shall not be considered a part of, or an offset against, fees for the Services.
13. Either party may terminate this Agreement for cause as set forth below or without cause at any time with 30 days written notice.
14. If Customer terminates this Agreement or any Service Order without cause, Customer shall pay (i) CallTower's monthly charge for each month through the expiration date of the last to expire of any then current Service Order in effect (the "Termination Date"), and all Service Orders will terminate on such Termination Date and (ii) CallTower's expenses and fees associated with pre-mature termination.




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- 15. Customer may terminate this Agreement for cause by providing CallTower written notice of termination in the event that CallTower fails to provide Service consistent with the Service Level Agreement ("SLA") posted on CallTower's web site; provided Customer first provides CallTower with written notice specifying the failure in Service and Service is not re-established to the levels specified in the Service Level Agreement within ten (10) business days of CallTower's receipt of the notice describing such failure. Notwithstanding any such termination by Customer, Customer shall pay for all Services under all Service Orders up to the date of termination, net of any applicable service credits as set forth in the SLA related to failure of CallTower to meet the Service levels specified in the SLA.
- 16. CallTower shall have the right to terminate this Agreement for cause if all fees due CallTower are not paid in full within ten (10) days after CallTower provides Customer with written notice of non-payment. In the event of termination of Services for cause, (i) CallTower may cease providing any or all of the Services and (ii) Customer shall pay CallTower a lump sum, within fifteen (15) days of the effective date of termination, equal to the sum of (A) CallTower's monthly charge for each month through the expiration date of the last to expire of any then current Service Order in effect and (B) CallTower's expenses and fees associated with pre-mature termination.
- 17. Customer grants CallTower the authorization to process payments based on the selection made in this document. If Customer does not pay an invoice when due, CallTower may charge a late payment fee on the overdue amount equal to eighteen percent (18%) per annum or the maximum legal rate permitted by law, whichever is less.
- 18. Customer can reduce Services under any Service Order at any time; however total billing for Services cannot be reduced by more than 10% in any rolling 12-month period.
- 19. CallTower will not be responsible for any real or reported losses incurred by Customer alleged to result from acts or omissions by CallTower or for any indirect, incidental, consequential, special or exemplary damages. CallTower's full liability is limited to a credit based upon the value of CallTower's Services delivered to Customer, as defined in CallTower's Service Level Agreement.
- 20. With the exception of CallTower's enforcement of its intellectual property rights, Customer and CallTower agree that any and all controversies, claims, or disputes arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration in Salt Lake City, Utah administered by the American Arbitration Association ("AAA") and that the arbitrator will be selected in a manner consistent with the AAA rules. Customer waives any right to participate in class action litigation or class wide arbitration as a class representative, a class member, or in any other capacity whatsoever.
- 21. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives, administrators and assignees of the parties hereto.
- 22. The unenforceability of any provision of this Agreement shall not impair the enforceability of any other part of this Agreement.
- 23. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or understandings, whether written or oral, between the parties.
- 24. This Agreement shall be governed by the laws of the State of Utah (irrespective of its choice of law principles). The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 25. Customer and CallTower agree that all details of this Agreement, included but not limited to pricing, product bundles, Customer information, and CallTower information shall be considered proprietary and confidential.
- 26. The relationship of CallTower and Customer is that of independent contractors. Neither party nor its employees, consultants, contractors or agents are agents, employees, partners or joint venturers of the other party, nor do they have any authority to bind the other party by contract or otherwise to any obligation.
- 27. No delay or default in performance of any obligation by either party, excepting all obligations to make payments, shall constitute a breach of this Agreement to the extent caused by acts of God, war, government action, acts of terrorism, fire, flood, storm, explosion, earthquake or other causes that are not foreseeable and are beyond the reasonable control of the other party.
- 28. The parties execute this Agreement effective as of the Effective Date.
- 29. CallTower is committed to maintaining the privacy of its customers. For CallTower's Customer Proprietary Network Information (CPNI) policy, please see <https://www.calltower.com/resources-training/customer-proprietary-network-information-policy/>. For information on California Consumer Privacy Act (CCPA) certification, please see <https://www.calltower.com/resources-training/california-consumer-privacy-act-certification/>

CallTower Signature:                      Print Name:                                      Title:    Date:

Authorized Signature:                      Print Name:                                      Title:    Date:



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**Terms And Conditions Related To Network Services**

1. CallTower will arrange for a private network connection from its data center to Customer's premise(s) delivered through Tier 1 Circuit Providers. The network services are delivered through Tier 1 partners. Service outages resulting from network interruptions are expressly excluded from CallTower's Service Level Agreement ("SLA").
2. CallTower will also deliver its Services over the Internet to small offices or individual users. Customer understands that delivery of CallTower Services over the Internet are not guaranteed and are thus expressly excluded from CallTower's SLA.
3. CallTower will not be liable for any damages or commercial loss associated with interruptions in network services.
4. Customer will be responsible for any residual network charges, and other disconnection fees incurred by CallTower if Customer terminates this Agreement for any reason prior to the end of the Term. To the extent the provider of network services permits CallTower to transfer the network services account to Customer, upon written request of Customer, CallTower will cooperate in such transfer following termination of this Agreement.
5. The billing for the circuit will commence on the agreed upon Activation Date, notwithstanding delays in the implementation of other Services.
6. There will be a cancellation fee in the case of termination of the network services prior to installation. The cancellation fee will be equal to one month's MRC plus forfeiture of the security deposit relating to the cancelled services. In addition, Customer may be responsible to pay an Early Termination Fee for network services if installed based on CallTower's commitment to the underlying provider.

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CallTower Signature:                      Print Name:                      Title:                      Date:

---

Authorized Signature:                      Print Name:                      Title:                      Date:



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 WV Conservation Agency

**Terms And Conditions Related To Rental Services**


1. CallTower provides two options for rental of Customer Premise Equipment ("CPE"); Pure Rental which specifies the rental price of CPE for the initial term of the Agreement and any subsequent extension of the Agreement, and Rent-to-Own Rental which specifies the rental price of CPE for a three (3) year term.
2. CPE shall remain the property of CallTower at all times during the term of this Agreement, and Customer will be responsible for maintaining CPE in good condition, subject to reasonable wear and tear.
3. All CPE, including but not limited to the IP telephone equipment, shall be located only on the Customer's premises during the term of this Agreement.
4. Customer agrees not to allow CallTower's title to such CPE to be encumbered in any way, and will take any reasonable measures necessary to ensure that no lien or security interest of any third party attaches or is perfected in the CPE at any time. Customer agrees to notify any financial institution that may have a security interest in and to after-acquired inventory, furnishings, equipment or fixtures that the CPE shall remain the sole property of Call Tower, and is only temporarily located on Customer's premises. Customer understands and agrees that Customer will continue to be billed for the CPE until all CPE is returned to CallTower as documented by a signed receipt issued by CallTower, or the successful completion of a three (3) year term for Rent-to-Own CPE at which time the Customer takes ownership of the equipment.
5. Customer is responsible for all shipping charges for CPE.
6. At the termination of this Rental Service Order, Customer will be responsible for returning the Pure Rental CPE to CallTower in good working order; upon receipt of the CPE, billing for equipment rental will cease. If the CPE is returned to CallTower damaged, or Customer fails to return CPE, Customer will be responsible for the payment to CallTower of the fair market value as determined solely by CallTower.
7. Customer shall provide the appropriate environmental conditions, necessary commercial power and facilities for the CPE, and if required by local law, conduit and/or special fire retarding cabling. Customer shall provide CallTower reasonable access to the premises upon twenty-four (24) hours written notice (including notice by electronic mail).
8. If Customer terminates this Agreement prior to 36 monthly payments for Rent-to-Own CPE, which has a thirty six (36) month Term, Customer will elect to either pay the cumulative sum of the remaining monthly payments or continue to pay the monthly installment payments until the 36 monthly payments have been completed. Returns on Rent-to-Own CPE are not accepted. After Customer remits the remaining payment for the balance of the remaining months of the three (3) year term for Rent-to-Own CPE, the Customer will take ownership of related equipment from that point forward.
9. For CallTower's Limited Warranty set forth in the Terms of Use to be effective, the CPE must be serviced and repaired solely by CallTower, its employees or agents. CallTower's Limited Warranty set forth in the Terms of Use shall not apply to any non-conformities which are the result of (i) Customer customizations, enhancements or modifications of the CPE or (ii) use of CPE with third party software, hardware or firmware not provided by or authorized by CallTower or approved by CallTower in writing.

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CallTower Signature:                      Print Name:                                      Title:    Date:

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Authorized Signature:                      Print Name:                                      Title:    Date:

|   |   |
|---|---|
|  <b>calltower</b><br>Stay Connected. Stay Ahead. | Quote Number: 1023512<br>08/08/2022<br>WV Conservation Agency |
|---|---|

**PAYMENT TERMS AND METHODS**

**Check Options:**

30 Day Payment Terms, Pay By Check: NRC and 2 Month Deposit Paid Upfront  
 NRC Check Included  
 2 Month Deposit Included

10 Day Payment Terms, Pay By Check: NRC and 1 Month Deposit Paid Upfront  
 NRC Check Included  
 1 Month Deposit Included  
 Bill credit card for NRC and Deposit

**Customer hereby authorizes and directs CallTower to initiate CallTower Setup/NRC charge from the credit card supplied below:**

**Credit Card Option:**

Credit Card Number: \_\_\_\_\_  
 Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
 CVE Number: \_\_\_\_\_  
 Billing Address: \_\_\_\_\_

\_\_\_\_\_  
 Print Name:                      Signature:                      Order Number:                      Date:

**Ach Option:**

ACH (ACH Form Attached Below): NRC Deposit and No Deposit  
 NRC Check Included

**MAIN CONTACT**  
**Chris Ellison**  
**cellison@wvca.us**

**Payment Method**  
 Payment Option:  
 Email Statements to:

\_\_\_\_\_  
 CallTower Signature:                      Print Name:                      Title:                      Date:

\_\_\_\_\_  
 Authorized Signature:                      Print Name:                      Title:                      Date: