

ORIGINAL

NEW APPLICATION



0000147906

ARIZONA CORPORATION COMMISSION

Application and Petition of Red Rock Telecommunications, LLC, for Certificate of Convenience and
Necessity to Provide
Intrastate Telecommunications Services

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

Arizona Corporation Commission

DOCKETED

SEP - 4 2013

Please indicate if you have current applications pending
in Arizona as an Interexchange reseller, AOS provider,
or as the provider of other telecommunication services.

DOCKETED BY

nr

Type of Service: NOT APPLICABLE

Docket No.: _____

Date: _____

T-20890A-13-0298

Type of Service: NOT APPLICABLE

Docket No.: _____

Date: _____

Date Docketed: _____

AZ CORP COMMISSION
DOCKET CONTROL

2013 SEP - 4 P 4:48

RECEIVED

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).



Resold Long Distance Telecommunications Services (Answer Sections A, B).



Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).



Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).



Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)



Alternative Operator Services Telecommunications Services (Answer Sections A, B)



Other _____ (Please attach complete description)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

RED ROCK TELECOMMUNICATIONS, LLC

3024 East Fillmore Street

Phoenix, Arizona 85008

Phone: (480) 745-7902

Fax: (480) 614-1479

E-mail: jack@redrocktelecom.com

Web address: redrocktelecom.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

The Applicant will do business in Arizona as Red Rock Telecommunications or Red Rock Telecom.

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Jack Pleiter, Chief Executive Officer
RED ROCK TELECOMMUNICATIONS, LLC
P.O. Box 5181
Scottsdale, Arizona 85267
Phone: (480) 745-7902
Fax: (480) 614-1479
E-mail: jack@redrocktelecom.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Jeffrey W. Crockett, Esq.
BROWNSTEIN HYATT FARBER SCHRECK
One East Washington Street, Suite 2400
Phoenix, Arizona 85004
Phone: (602) 382-4062
Fax: (602) 382-4020
E-mail: jcrockett@bhfs.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

Mike Hazel, Chief Information Officer
RED ROCK TELECOMMUNICATIONS, LLC
3024 East Fillmore Street
Phoenix, Arizona 85008
Phone: (480) 745-7902
Fax: (480) 614-1479
E-mail: mike@redrocktelecom.com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- ☐ Sole proprietorship
- ☐ Partnership: _____ Limited, _____ General, _____ Arizona, _____ Foreign
- ☒ Limited Liability Company: _____ Arizona, XXXX Foreign
- ☐ Corporation: _____ "S", _____ "C", _____ Non-profit
- ☐ Other, specify: _____

(A-8) Please include "Attachment A."

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

Attached hereto as Attachment A-1 is a copy of Applicant's Certificate of Good Standing issued by the State of Delaware dated August 29, 2013. Attached hereto as Attachment A-2 is a copy of Applicant's Application for Registration of Foreign Limited Liability Company filed with the Arizona Corporation Commission on August 29, 2013.

Attached hereto as Attachment A-3 is a list of Applicant's owners and the percentages of ownership of each owner.

(A-9) Include your Tariff as "Attachment B."

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

Attached hereto as Attachment B-1 is a copy of Applicant's proposed tariff with maximum rates and charges and Attachment B-2 is a copy of Applicant's proposed rates and charges. The maximum rates and prices to be charged are found on pages 15, 17-27, 29-30, 32, and 36-38 of the tariff. The terms and conditions applicable to the provision of service are found on pages 8-15 of the tariff. Provisions dealing with deposits are found on page 10 of the tariff. The proposed fee charged for returned checks is found on page 11 of the tariff.

(A-10) Indicate the geographic market to be served:



Statewide. (Applicant adopts statewide map of Arizona provided with this application).



Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.

3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

Neither the Applicant nor any of its officers or managers have been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

Neither the Applicant nor any of its officers or managers have been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative agency, or been convicted of any criminal acts within the last ten (10) years.

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

☒ Yes

☐ No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

☒ For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

☒ Yes

☐ No

If "No," continue to question (A-15).

☒ For Local Exchange Resellers, a \$25,000 bond will be recommended.

☒ Yes

☐ No

If "No," continue to question (A-15).

☒ For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

☒ Yes

☐ No

If "No," continue to question (A-15).

☒ For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

☒ Yes

☐ No

If any box in (A-14) is marked "No," continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

Not applicable.

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

Applicant will be a facilities-based service provider. Applicant will publish notice of this application as directed by the Arizona Corporation Commission's hearing division.

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

☐

Yes

☒

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

Arizona is the first state where Applicant is seeking authority to provide telecommunications services. Although Applicant plans to seek authority to provide telecommunications services in other states, Applicant has not made application for authority to provide telecommunications services in any other state as of the date of this filing.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

Arizona is the first state where Applicant is seeking authority to provide telecommunications services. Although Applicant plans to seek authority to provide telecommunications services in other states, Applicant does not offer telecommunications services in any other state as of the date of this filing.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

Applicant has no affiliates as that term is defined in Arizona Administrative Code R14-2-801 which provide telecommunications services.

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- ☒ Decision # 64178 Resold Long Distance
- ☒ Decision # 64178 Resold LEC
- ☒ Decision # 64178 Facilities Based Long Distance
- ☒ Decision # 64178 Facilities Based LEC

B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

☐ Yes ☒ No

If "No," explain why and give the date on which the Applicant began operations.

The Applicant has not commenced operations and does not have financial statements at this time. Applicant will commence operations once it receives a certificate of convenience and necessity from the Arizona Corporation Commission which is anticipated in the first quarter of 2014.

(B-2) Include "Attachment D."

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

The Applicant has not commenced operations and does not have financial statements at this time. Attached hereto as Attachment D is a copy of Applicant's financial pro forma.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

Applicant does not have a parent company or other affiliates.

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

Applicant expects total revenues of \$6,597,550 to be generated by the provision of telecommunications services to Arizona customers for the first 12 months following certification, based upon the maximum rates authorized pursuant to Applicant's tariff.

Applicant expects total operating expenses of \$6,560,882 for the first 12 months of providing telecommunications services to Arizona customers following certification.

The net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first 12 months of operation following certification as described below is \$6,700,000. The projected fair value of the assets is the same as the projected net book value.

Applicant will install a high-end state-of-the-art switch in its central office as detailed in Attachment E-1 hereto. The telecommunications equipment includes an Avaya Aura hosted switch, a GENBAND G9 SS7 gateway, a GENBAND C3 signaling call controller, and ancillary services equipment including video conferencing and unified messaging.

Attached hereto as Attachment E-2 are signed copies of agreements between Applicant and Avaya describing the telecommunications equipment and services that Applicant is purchasing from Avaya Inc.

Attached hereto as Attachment E-3 is a more detailed description of the GENBAND G9 SS7 gateway and GENBAND C3 signaling call controller that will be installed by Applicant.

Attached hereto as Attachment E-4 is a pricing list for the GENBAND G9 SS7 gateway and GENBAND C3 signaling call controller that will be installed by Applicant.

C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(C-1) Indicate if the Applicant has a resale agreement in operation,

☐ Yes

☒ No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

☐ Yes

☒ No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

Contingent upon the issuance of a certificate of convenience and necessity by the Arizona Corporation Commission, Applicant intends to begin providing facilities-based long distance telecommunications and/or facilities-based local exchange telecommunications services in Arizona in the first quarter of 2014.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

☒ Yes

☐ No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

☒ Yes

☐ No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

☒ Yes

☐ No

I certify that if the Applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the Applicant is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the Applicant's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge, the information provided in this Application and Petition is true and correct.

Christopher Pleiter
(Signature of Authorized Representative)

9-4-13
(Date)

Christopher Pleiter
(Print Name of Authorized Representative)

Vice President
(Title)

SUBSCRIBED AND SWORN to before me this 4th day of September, 2013.

Janice E. Pond
NOTARY PUBLIC

My Commission Expires: 11/19/2014



ATTACHMENT A-1

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RED ROCK TELECOMMUNICATIONS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2013.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RED ROCK TELECOMMUNICATIONS, LLC" WAS FORMED ON THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4618495 8300

131039184

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0700907

DATE: 08-29-13

ATTACHMENT A-2

**APPLICATION FOR REGISTRATION
OF FOREIGN LIMITED LIABILITY COMPANY**

Please read Instructions L025i

1. **ENTITY TYPE** – check only one to indicate the type of entity applying for registration:

☒ LIMITED LIABILITY COMPANY

☐ PROFESSIONAL LIMITED LIABILITY COMPANY

2. **NAME IN STATE OR COUNTRY OF FORMATION (FOREIGN NAME)** – enter the exact, true name of the foreign LLC:

Red Rock Telecommunications, LLC

3. **NAME TO BE USED IN ARIZONA (ENTITY NAME)** – identify the name the foreign LLC will use in Arizona by checking 3.1 or 3.2 (check only one), and follow instructions:

3.1 ☒ **Name in state or country of formation**, with no changes or additions – go to number 4 and continue.

3.2 ☐ **Fictitious name** – check this if the foreign LLC's name in its state or country of formation is not available for use in Arizona or if that name does not contain an LLC identifier, and enter the name in number 3.3 below. **NOTE** – a resolution of the company adopting the fictitious name must be attached to and submitted with this form.

3.3 **If you checked 3.2**, enter or print the name to be used in Arizona:

4. **PROFESSIONAL LIMITED LIABILITY COMPANY SERVICES** – if professional LLC is checked in number 1 above, describe the professional services that the professional LLC will provide (examples: law firm, accounting, medical):

5. **FOREIGN DOMICILE** – list the state or country in which the foreign LLC was formed:

Delaware

6. **DATE OF FORMATION IN FOREIGN DOMICILE:** 10/31/2008

7. **PURPOSE OR GENERAL CHARACTER OF BUSINESS** – describe or state the purpose of the foreign LLC or the general character of the business it proposes to transact in Arizona:

Telecommunications Services

8. STATUTORY AGENT IN ARIZONA:					
8.1 REQUIRED – give the name (can be an individual or an entity) and physical or street address (not a P.O. Box) in Arizona of the statutory agent:			8.2 OPTIONAL – mailing address in Arizona of statutory agent, if different from street address (can be a P.O. Box):		
Jack Pleiter					
Statutory Agent Name (required)					
Attention (optional)			Attention (optional)		
10863 East Onyx Court					
Address 1			Address 1		
Address 2 (optional)		AZ	85259	Address 2 (optional)	
City	Scottsdale	State	Zip	City	State Zip
8.3 REQUIRED – the Statutory Agent Acceptance form M002 must be submitted along with this Application For Registration.					

- 9. PRINCIPAL OFFICE ADDRESS - FOREIGN DOMICILE STREET ADDRESS** – *see Instructions L025i* – give the **physical or street address** (not a P. O. Box) of the foreign LLC required to be maintained in its state of organization, or, if not so required, of the foreign LLC's statutory agent in its state or country of organization:

Vcorp Services, LLC		
Attention (optional)		
Address 1		
1811 Silverside Road		
Address 2 (optional)		
Wilmington		DE
City	State or Province	Zip
Country	UNITED STATES	

10. OPTIONAL – ARIZONA KNOWN PLACE OF BUSINESS ADDRESS:

- 10.1** Is the Arizona known place of business street address the same as the **street address** of the statutory agent? ☒ Yes – go to the next page and continue.
☐ No – complete number 10.2 and continue.
- 10.2** If you answered "no" to number 10.1, give the physical or street address (not a P.O. Box) of the known place of business of the LLC in Arizona:

Attention (optional)		
Address 1		
Address 2 (optional)		
City	State or Province	Zip
Country		

COMPLETE NUMBER 11 OR NUMBER 12 – NOT BOTH.

11. **MANAGER-MANAGED LLC** – see *Instructions L025i* – check this box ☐ if management of the LLC is vested in a manager or managers, and complete and attach the Manager Structure Attachment form L040. *The filing will be rejected if it is submitted without the attachment.*
12. **MEMBER-MANAGED LLC** – see *Instructions L025i* – check this box ☐ if management of the LLC is reserved to the members, and complete and attach the Member Structure Attachment form L041. *The filing will be rejected if it is submitted without the attachment.*
13. **SIGNATURE:** By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

☒ I ACCEPT

 Jack Pleiter 08/29/2013
Signature Printed Name Date

REQUIRED – check only one and fill in the corresponding blank if signing for an entity:

<input checked="" type="checkbox"/> I am the individual Manager of this manager-managed LLC or I am signing for an entity manager named: <u>PRT Management, LLC</u>	<input type="checkbox"/> I am a Member of this member-managed LLC or I am signing for an entity member named:	<input type="checkbox"/> I am a duly authorized agent for this LLC.
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Filing Fee: \$150.00 (regular processing)
Expedited processing – add \$35.00 to filing fee.
All fees are nonrefundable – see Instructions.

Mail: Arizona Corporation Commission – Corporate Filings Section
1300 W. Washington St., Phoenix, Arizona 85007
Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.
All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5619.

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "RED ROCK TELECOMMUNICATIONS, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-NINTH DAY OF AUGUST, A.D. 2013.

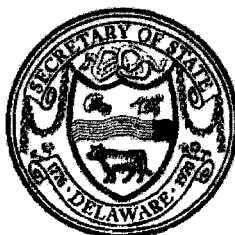
AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "RED ROCK TELECOMMUNICATIONS, LLC" WAS FORMED ON THE THIRTY-FIRST DAY OF OCTOBER, A.D. 2008.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4618495 8300

131039184

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0700907

DATE: 08-29-13

DO NOT WRITE ABOVE THIS LINE; RESERVED FOR ACC USE ONLY.

MANAGER STRUCTURE ATTACHMENT

- ENTITY NAME** – give the exact name of the LLC (foreign LLCs – give name in domicile state or country):
Red Rock Telecommunications, LLC
- A.C.C. FILE NUMBER** (if known):
Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>
- Check one box only to indicate what document the Attachment goes with:**
☐ Articles of Organization ☐ Articles of Amendment
☒ Application for Registration ☐ Articles of Amendment to Application for Registration
- MANAGERS / MEMBERS** – give the name and address of each and every **manager** and list all **members who own 20% or more** of the profits or capital of the LLC. Members who own less than 20% may also be listed, but it is not required. Check the appropriate box or boxes below each person listed – *do not check both member boxes*. If more space is needed, use another Manager Structure Attachment form.

RRT Management, LLC					
Name PO Box 5161			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
Scottsdale	AZ	85261			
City	State or Province	Zip	City	State or Province	Zip
UNITED STATES					
Country	<input type="checkbox"/> 20% or more member <input checked="" type="checkbox"/> Manager <input type="checkbox"/> Less than 20% member		Country	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Manager <input type="checkbox"/> Less than 20% member	
Name			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State or Province	Zip	City	State or Province	Zip
Country	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Manager <input type="checkbox"/> Less than 20% member		Country	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Manager <input type="checkbox"/> Less than 20% member	
Name			Name		
Address 1			Address 1		
Address 2 (optional)			Address 2 (optional)		
City	State or Province	Zip	City	State or Province	Zip
Country	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Manager <input type="checkbox"/> Less than 20% member		Country	<input type="checkbox"/> 20% or more member <input type="checkbox"/> Manager <input type="checkbox"/> Less than 20% member	

STATUTORY AGENT ACCEPTANCE

Please read Instructions M002i

1. **ENTITY NAME** – give the exact name in Arizona of the corporation or LLC that has appointed the Statutory Agent:

Red Rock Telecommunications, LLC

2. **A.C.C. FILE NUMBER** (if entity is already incorporated or registered in AZ):

Find the A.C.C. file number on the upper corner of filed documents OR on our website at: <http://www.azcc.gov/Divisions/Corporations>

3. **STATUTORY AGENT NAME** – give the exact name of the Statutory Agent appointed by the entity listed in number 1 above (this will be *either* an individual or an entity):

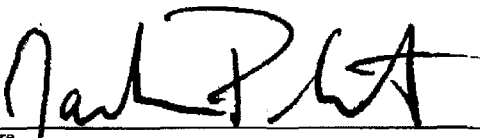
Jack Pleiter

- 3.1 **Check one box:** ☒ The statutory agent is an **Individual** (natural person).
☐ The statutory agent is an **Entity**.

STATUTORY AGENT SIGNATURE:

By the signature appearing below, the individual or entity named in number 3 above accepts the appointment as statutory agent for the entity named in number 1 above, and acknowledges that the appointment is effective until the entity replaces the statutory agent or the statutory agent resigns, whichever occurs first.

By checking the box marked "I accept" below, I acknowledge *under penalty of perjury* that this document together with any attachments is submitted in compliance with Arizona law.

 ☒ I ACCEPT
Signature Jack Pleiter Printed Name 08/29/2013 Date

REQUIRED – check only one:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Individual as statutory agent: I am signing on behalf of myself as the individual | <input type="checkbox"/> Entity as statutory agent: I am signing on behalf of the entity named as statutory agent, and I am authorized to act for that entity. |
|--|---|

Filing Fee: none (regular processing)
Expedited processing – (**available only if this form is submitted by itself**) add \$35.00 to filing fee.
All fees are nonrefundable – see Instructions.

Mail: Arizona Corporation Commission - Corporate Filings Section
1300 W. Washington St., Phoenix, Arizona 85007
Fax: 602-542-4100

Please be advised that A.C.C. forms reflect only the **minimum** provisions required by statute. You should seek private legal counsel for those matters that may pertain to the individual needs of your business.

All documents filed with the Arizona Corporation Commission are **public record** and are open for public inspection.
If you have questions after reading the Instructions, please call 602-542-3026 or (within Arizona only) 800-345-5819.

USE A SEPARATE COVER SHEET FOR EACH DOCUMENT

ARE YOU FILING: ☒ New Entity ☐ Change to existing entity ☐ Re-submission/Correction

PLEASE COMPLETE ALL APPROPRIATE SECTIONS

Type in Corp/LLC Name: Red Rock Telecommunications, LLC

FILING TYPE	REGULAR SERVICE FEE	EXPEDITED SERVICE FEE
<input type="checkbox"/> Articles of Domestication	<input type="checkbox"/> \$100.00	<input type="checkbox"/> \$135.00
<input type="checkbox"/> Articles of Incorporation (Profit)	<input type="checkbox"/> \$ 60.00	<input type="checkbox"/> \$ 95.00
<input type="checkbox"/> Articles of Incorporation (Non Profit)	<input type="checkbox"/> \$ 40.00	<input type="checkbox"/> \$ 75.00
<input type="checkbox"/> Articles of Organization (Limited Liability Company)	<input type="checkbox"/> \$ 50.00	<input type="checkbox"/> \$ 85.00
<input type="checkbox"/> Application For Authority (Business)	<input type="checkbox"/> \$175.00	<input type="checkbox"/> \$210.00
<input type="checkbox"/> Application to Conduct Affairs (Non Profit)	<input type="checkbox"/> \$175.00	<input type="checkbox"/> \$210.00
<input type="checkbox"/> Application for New Authority	<input type="checkbox"/> \$175.00	<input type="checkbox"/> \$210.00
<input checked="" type="checkbox"/> Application for Registration	<input type="checkbox"/> \$150.00	<input checked="" type="checkbox"/> \$185.00
<input type="checkbox"/> Articles of Amendment	<input type="checkbox"/> \$ 25.00	<input type="checkbox"/> \$ 60.00
<input type="checkbox"/> Articles of Amendment & Restatement	<input type="checkbox"/> \$ 25.00	<input type="checkbox"/> \$ 60.00
<input type="checkbox"/> Articles of Correction	<input type="checkbox"/> \$ 25.00	<input type="checkbox"/> \$ 60.00
<input type="checkbox"/> Articles of Merger/Share Exchange	<input type="checkbox"/> \$100.00	<input type="checkbox"/> \$135.00
<input type="checkbox"/> Articles of Merger (Limited Liability Company)	<input type="checkbox"/> \$ 50.00	<input type="checkbox"/> \$ 85.00
<input type="checkbox"/> Affidavit of Publication	<input type="checkbox"/> \$ 0.00	<input type="checkbox"/> \$ 35.00
<input type="checkbox"/> CORPORATIONS -Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$5.00 Each () (Enter Quantity)	<input type="checkbox"/> \$40.00 () (Enter Quantity)
<input type="checkbox"/> LLCs - Certified Copies* <small>*If copies are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each () (Enter Quantity)	<input type="checkbox"/> \$45.00 () (Enter Quantity)
<input type="checkbox"/> Good Standing Certificate* <small>*If Good Standing Certificates are for different entities the Expedite fee applies to each entity</small>	<input type="checkbox"/> \$10.00 Each () (Enter Quantity)	<input type="checkbox"/> \$45.00 () (Enter Quantity)
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Regular Fee	<input type="checkbox"/> Expedite Fee

SELECT PAYMENT TYPE:

DO NOT WRITE YOUR CREDIT CARD NUMBER ON THIS FORM!

☐ Check Check # _____ Check Amount \$ _____
☒ M.O.D. Account MOD Acct # 1961 Mod Amount \$ 185.00
☐ Cash -- for in-person filings only (Do not send cash in the mail.) Cash Amount \$ _____
☐ Credit Card -- for in-person filings only CC Amount \$ _____
☐ No fee required

SELECT ONE RETURN DELIVERY OPTION:

☐ E-mail: _____ ☐ Fax # () _____ ☒ Mail ☐ Pick Up

REQUIRED : Please list the person or company who will be picking up the completed documents.

DOCUMENTS WILL BE MAILED IF THEY ARE NOT PICKED UP IN A TIMELY MANNER (APPROXIMATELY TWO WEEKS).

Person or Company Name:
 Hollie Hall c/o Weiss Brown, PLLC

Phone Number:
 480-327-6650

Address:
 6263 North Scottsdale Road, Suite 340

City:
 Scottsdale

State:
 AZ

Zip
 85250

FOR ARIZONA CORPORATION COMMISSION USE ONLY
 PICK-UP BY: _____ DATE: _____

View current process times at: www.azcc.gov/Divisions/Corporations

ATTACHMENT A-3

RED ROCK TELECOMMUNICATIONS, LLC
LIST OF MEMBERS

NAME	UNITS	OWNERSHIP PERCENTAGE
Donald By	37,500	3.57143%
John Bohon	25,000	2.38095%
Jon Jenkins	25,000	2.38095%
Kenneth Davis	25,000	2.38095%
Lance Mcgee	25,000	2.38095%
Steve Summerville	25,000	2.38095%
Jim and Rhonda Simms	75,000	7.14286%
Paul H. Smith	50,000	4.76190%
Tom LeClaire	100,000	9.52381%
Pat Soble	125,000	11.90476%
Roger Romero	250,000	23.80952%
RRT Management, LLC	287,500	27.38095%
TOTAL	1,050,000	100.00%

ATTACHMENT B-1

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the service descriptions and rates applicable to the provisioning of services and facilities for intrastate telecommunications by Red Rock Telecommunications, LLC, between and among points within the state of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies are available for inspection at the Company's principal place of business.

Services listed herein may be provided by means of fiber optics, copper wire, microwave or any other suitable technology or combination thereof.

Issued:

Effective:

Red Rock Telecommunications, LLC
3024 East Fillmore Street
Phoenix, AZ 85008

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Check Sheet

Page 1 through 38 inclusive, of this tariff, are effective as of the date shown.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
1	Original	28	Original
2	Original	29	Original
3	Original	30	Original
4	Original	30	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	34	Original
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25	Original		
26	Original		
27	Original		

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Phoenix, AZ 85008

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Scottsdale, AZ 85267

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SYMBOLS USED IN THIS TARIFF

- (C) to signify changed regulation
- (D) to signify discounted rate or regulation
- (I) to signify a rate increase
- (M) to signify mater relocated without change
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in wording of text but not a change in rate, rule or condition

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SECTION 1. DEFINITIONS AND ABBREVIATIONS

Access Line - A communications facility that connects service from a common distribution source to the service access point.

Add/Drop Multiplexing - A multiplexing function that allows lower level signals to be added or dropped from a Digital Signal Level.

Advance Payment - Partial payment of a billing required prior to the connection of service.

Authorized User - A person, firm or corporation that is authorized by the Customer to be connected to the service of the Customer.

Auxiliary Line Service - Additional line(s) furnished to supplement the main line service.

Bandwidth - The range of frequencies, expressed in kilobits per second, that can pass over a given data transmission channel.

Basic Exchange Telecommunications Service - Service offered to end users at a flat or measured rate which affords access to the telecommunications network including access to ancillary services such as 911, directory assistance and operator services.

Bit - The smallest unit of information in a binary system of notification.

Bits per Second (bps) - The number of bits transmitted in a one second interval.

Carrier, Company or Telephone Company - The issuing carrier as listed in this tariff, unless stated otherwise.

Channel - A path for transmission between two or more points, the path having a bandwidth and termination of the Customer's choosing.

Circuit - A channel used for the furnishing of telephone and other communication services.

Commission - The Arizona Corporation Commission.

Committed Information Rate (CIR) - Custom Data Transmission rate for Frame Relay is computed using FRF 1.0 CIR definitions.

Customer - Any person, firm, partnership, corporation or other entity, or a group thereof, which uses service under the terms and conditions of the Tariff and is responsible for the payment of charges.

Customer-Provided Equipment (CPE) - Communications equipment, apparatus and associated wiring, provided by the Customer.

Dedicated Transport - A method for a Customer to connect two locations of its choice using non-switched services.

Digital Cross-Connect System (DCS) - Mechanism utilized in grooming, filling, and segregation of special services and message traffic.

Digital Signal Level - One of several transmission rates in the time-division multiplex hierarchy.

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Digital Signal Level 0 (DS0) - The 64 kbps zero-level signal in the time-division multiplex hierarchy.

Digital Signal Level 1 (DS1) - The 1.544 kbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

Digital Signal Level 3 (DS3) - The 44.736 kbps third-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

Direct Inward Dialing (DID) - Direct number mapping to a PBX station without attendant assistance.

DID/DOD - Combined capabilities of Direct Inward and Direct Outward Dialing.

Direct Outward Dialing (DOD) - Direct dialing, via intrinsic capabilities of PBX systems, to an outside station without attendant assistance.

End User - Any person, firm, partnership, corporation or other entity which uses the services of the Company under the terms and conditions of this tariff through arrangements with the Customer.

Flat Rate Service - Unlimited calling privileges to a specified area furnished at a fixed periodic charge.

Individual Case Basis (ICB) - A condition where the regulations (if applicable), rates, and charges for an offering under the provisions of this Tariff are developed on the circumstances in each case.

Interface - The interconnection between two pieces of equipment or systems, which includes the type, quantity, and function of the interconnecting circuits and the type and form of the signals to be interchanged via those circuits.

Kilobits per second (kbps) - A measure of digital transmission speeds in terms of thousands of bits per second.

Local Exchange Company (LEC) - The incumbent local exchange carrier in an area also served by the Company, i.e. U.S. West.

Local Exchange Services - Any of the services offered within this tariff, either individually or in combination.

Local Number Portability (LNP) - Provides for full local number portability allowing customers to keep existing telephone numbers when transferring service between carriers.

Local Service Area - The area in which exchange service is obtained without the payment of a toll.

Local Telephone Service - encompasses the services pursuant to this tariff, either individually or in combination.

Megabits per second (Mbps) - A measure of digital transmission speeds in terms of millions of bits per second.

Multiplexing/MUXING/MUX - The sequential combining of lower bit or data rate Private Line Services onto a higher bit or data rate Private Line Service.

Mileage - The measurement upon which charges are computed for line extensions

Network Services - Any authorized service, or combination of services, offered by the Company.

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NSF Check - Any negotiable instrument returned by a bank, savings institution, or other eligible institution which is returned for one of the following reasons: non-sufficient funds, uncollectible funds, account closed, account frozen, or no account.

Optical Carrier - Level N (OC-N) - The hierarchy of optical SONET signals at multiples of 51.840 Mbps. The value of N ranges from 1 to 192.

Permanent Virtual Circuit (PVC) - Data Path (Virtual Circuit) between two end points in a packet network.

Point of Interface or Point of Interconnection (POI) - Mutually agreed upon point of demarcation where the exchange of traffic between two certified carriers takes place.

Premises - The physical space designed by the Customer for the termination of the Company's services.

Service - Any benefit or function provided to or obtained by a Customer from the Company, which is described in this Tariff.

Synchronous Optical Network (SONET) - Family of optical transmission rates and interface standards. Base optical line rate is 51.840 Mbps. Higher rates are direct multiples.

Type I Service: Type I service is provided where both endpoints of a channel are serviced by MTI's network.

Type II Service: Type II service is provided where at least one endpoint of a channel is serviced by the network of an entity other than MTI.

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SECTION 2. TERMS AND CONDITIONS**2.1 Undertaking of the Company**

This tariff sets forth the Company's rates, terms and conditions for services to Customers for intrastate communications. All services, unless explicitly stated, are available twenty-four hours per day, seven days per week.

The Company arranges for installation, operation, and maintenance of the service provided in this tariff for the Customer in accordance with the terms of this tariff.

Each service is offered independent of others, unless otherwise noted. Service is offered via the Company's facilities in combination with resold services provided by other certificated carriers.

2.2 Application for Service

Customers wishing to obtain service must complete the Company's standard service order form(s).

2.3 Supply to Separate Premises and Resale

The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

2.3.1 Prohibited Uses

The Company's offerings shall not be used for any unlawful purpose. Likewise, any use as to which the Customer has not obtained all governmental approvals, authorizations, licenses, consents and a permit required to be obtained is prohibited.

2.4 Transfer or Assignment of Service

Customer shall not, without prior written consent of the Company, transfer or assign the use of service. Such transfer or assignment shall apply where there is no interruption of the use or location of the service.

Prior written permission of the Company is required before any assignment or transfer. All applicable rates, terms and conditions contained in this Tariff shall apply to all such permitted assignees or transferees.

The Company may, without obtaining any further consent from the Customer, assign any rights, privileges, or obligations under this Tariff.

2.5 Limitations on Liability of the Company

The services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

The Company will not be liable for any special, consequential, exemplary, or punitive damages a Customer may suffer, whether or not caused by acts, omissions, or negligence of the Company's employees or agents.

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The Company shall not be liable for any failure of performance of equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of the federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with Network Services the Company offers.

The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company; nor shall the Company be liable for the performance of said vendor or vendor's equipment.

2.6 Liability of the Customer

The Customer shall indemnify, defend and hold harmless the Company (including the costs of reasonable attorney fees) against:

Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information, or other content transmitted over the Company's facilities or equipment;

Claims for patent infringement arising from combining or connecting the Company's facilities or equipment with facilities, equipment, apparatus, or systems of the Customer; and

All other claims (including, without limitation, claims for damage to any business or property, or injury to, or death of, any person) arising out of any act or omission of the Customer, or the Customer's agents, or End Users in connection with any service or facilities or equipment provided by the Company.

2.7 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customer will, if feasible, be notified in writing, by mail or facsimile, at least one week in advance.

2.8 Service Connections and Facilities on Customer's Premises

Customer shall allow Company continuous access and right-of-way to Customer's premises to the extent reasonably determined by Company to be appropriate to the provision and maintenance of services, equipment, facilities and systems relating to this tariff. Customer shall furnish Company, at no charge, such equipment space and electrical power as is reasonably determined by Company to be required and suitable for such purposes.

Equipment the Company provides or installs at the Customer's premises for use in connection with the services the Company offers shall not be used for any purpose other than for which the Company provided it.

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The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

Customer provided terminal equipment, operating personnel, and electric power consumed by such equipment on the premises of the Customer, or authorized user, shall be provided by and maintained at the expense of the Customer, or authorized user.

The Customer, or authorized user, is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such Company equipment and facilities. Where the facilities are provided by the Customer, the installation shall be in accordance with the Company's specification. The magnitude and character of the voltages and currents impressed on Company provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

2.9 Establishment and Re-establishment of Credit

The Company may conduct a credit investigation of each new customer. A Customer whose service has been discontinued for nonpayment of bills may be required to re-establish credit before service is restored.

The Company may require a Customer to make an advance payment before services and facilities are furnished. Amounts of such advance payment shall be shown as a credit on the Customer's first month's bill.

2.10 Deposits

Before a service or facility is furnished to a Customer whose credit has not been duly established to the sole and exclusive satisfaction of the Company, the Company may require a Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation.

When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. A deposit will be refunded with interest after a period of twelve months, provided the Company has received all requisite payments from the Customer on or before the due date during each preceding month. Otherwise the deposit is held until the contract term is completed.

Deposits held will accrue interest at a rate of 6% per annum.

2.11 Minimum Period

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is discontinued prior to the expiration of the minimum period, charges are applicable for the entire minimum period, whether the service is used or not.

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2.12 Term Agreements

Monthly service: the minimum period of service shall be thirty (30) days. Service may be terminated upon thirty (30) days written notice to the Company.

Annual Service: the minimum service period is one (1) year. Service is automatically renewed for a corresponding one (1) year period unless the Company is notified in writing, at least thirty (30) days prior to the expiration of the one (1) year term, of the Customer's intent to terminate.

Multiple Year Service: the minimum service period will be greater than one (1) year. Service is automatically renewed for a one (1) year period unless the Company is notified in writing, at least thirty (30) days prior to the expiration of the initial service term or any automatic renewal period, of the Customer's intent to terminate.

Termination Liability Charges: the termination liability charges will be based upon the term rates in effect at the time of termination. The termination charge is 100% of the rates for the unexpired portion of the contract.

For term agreements terminated prior to expiration, which were installed under a waiver of nonrecurring charges, the Customer shall be liable for the applicable nonrecurring charge in effect at the time of installation.

2.13 Rendering and Payment of Bills

The Customer is responsible for the payment of all charges incurred by the Customer or authorized users for services and facilities furnished to the Customer by the Company.

- A. Non-recurring installation charges are due and payable upon presentment of an invoice to the Customer.
- B. Recurring charges are due and payable upon presentment of an invoice to the Customer for the service or facility furnished. A service or facility may be discontinued for nonpayment of a bill.
- C. Billing starts on the day after the Company notifies the Customer the service or facility is available to use.

Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued. Taxes will be separately stated on Customer's bill.
- D. If the Company receives any portion of the payment after the payment date, or if any portion of the payment is received by the Company in funds, which are not immediately available to the Company, then a late payment penalty shall be due the Company. The late payment penalty shall be the portion of the payment not received by the payment date times a late factor. The late factor shall be 18% per annum, compounded daily for the number of days from the payment date to and including the date that the Customer actually makes the payment to the Company.
- E. The Customer will be assessed a charge of twenty-five dollars (\$25.00) for each check submitted by the Customer to the Company which a financial institution refuses to honor.

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2.14 Disputed Bills

Any Customer who disputes a portion of a bill rendered for Company services and/or facilities shall pay the undisputed portion of the bill and provide written notice to the Company that such unpaid amount is in dispute prior to the delinquent date of the bill. Unless such notice is received in the timely fashion indicated above, the bill statement shall be deemed to be correct and payable in full by the Customer.

Upon receipt of the Customer notice of dispute, the Company shall:

Notify the Customer within five working days of the receipt of a written dispute notice.

Initiate a prompt investigation as to the source of the dispute.

Withhold disconnection of service until the investigation is completed and the Customer is informed of the results.

In the event the dispute is resolved in favor of the Customer and the Customer has withheld the disputed amount, no penalties will apply. If the Customer has paid the disputed amount, the Customer will receive an interest credit from the Company for the disputed amount times a late factor as set forth in Section 2.13.

In the event the dispute is resolved in favor of the Company and the Customer has paid the disputed amount on or before the payment due date, no penalties apply. If the Customer has withheld the disputed amount, any payments withheld pending resolution of the disputed amount shall be subject to the late penalty as set forth in Section 2.13.

2.15 Discontinuance and Restoration of Service

The Customer may discontinue service upon 30 days written notice to the Company. Customer shall be responsible for payment of all bills for services and/or facilities furnished until the cancellation date specified by the Customer. A termination liability charge applies to early cancellation of a term agreement.

Without incurring liability, Company may, without notice, limit or discontinue service to Customer or may withhold the provision of ordered or contracted services for any of the following reasons:

For nonpayment of any sum due Company for more than thirty days after issuance of the bill for the amount due,

For violation of any of the provisions of this tariff,

For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Company's service,

By reason of any order or decision of any court, state or federal regulatory body or other governing authority prohibiting Company from furnishing its service,

If a Customer or user causes or permits any signals or voltages to be transmitted over Company's network in such a manner as to cause a hazard or to interfere with Company's service to others,

If necessitated by conditions beyond the control of the Company,

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If the Company has good faith reason to suspect fraudulent use of its facilities, or

Upon the Customer's filing for bankruptcy or reorganization, or failing to discharge an involuntary petition therefor within the time permitted by law.

If service has been discontinued for nonpayment or as otherwise provided herein and the Customer wishes it continued, service may be restored when all past due amounts are paid or the event giving rise to the discontinuance (if other than nonpayment) is corrected. Nonrecurring charges may apply to restored service.

Restoration of services disrupted shall be in accordance with Commission Rules and Regulations, which specify the priority system for such activities.

2.16 Cancellation of Application for Service

Where the Customer or applicant cancels an application for service prior to receipt of a final order confirmation (FOC) or prior to the start of special construction, no charges apply. While the exact time of circuit engineering may vary, for tariff administration purposes, FOC is defined as being within five (5) working days after the completion of a fully executed Service Order Form. All expedited orders are deemed to have FOC within two (2) working days.

2.17 Notices

All Notices shall be in writing addressed to the parties and shall be considered as delivered (a) on the third business day after the date of mailing if sent certified mail or (b) when received in all other cases, including facsimile or other printed electronic medium or personal delivery.

2.18 Interconnection with Other Common Carriers

Service furnished by the Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to technical limitations established by the Company. Service furnished by the Company in this regard is not part of a joint undertaking with such other common carriers or systems.

2.18.1 SS7 Interconnection

When the Customer uses SS7 signaling to set up calls pursuant to this tariff, the Customer shall provide, if available, Calling Party Number (CPN) within the SS7 signaling message. If it is technically infeasible for the Customer to use SS7 signaling, the Customer shall use multi-frequency (MF) signaling. The Customer may elect to arrange for signaling connectivity through a third party provider, which is connected to the Company's SS7 network

Access to SS7 signaling provides service offerings to Customers, including requesting facilities-based carriers/providers seeking access to the Company's Common Channel Signaling (CCS) network including access to signaling ports and links providing a number of access arrangements for use by Customers, including facilities-based carriers/providers using their own switching facilities.

The MTI CCS network is a digital data network that carries signaling information and interfaces with the voice/data network. The network uses the SS7 protocol, a protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American

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National Standards Institute (ANSI) for signaling functions such as routing, establishing connections and other services. Separate agreements may be required for passing optional services in the SS7 protocol over the CCS network.

The MTI Signaling Access Service provides access to the MTI CCS network for the purpose of signaling to/from the MTI Signaling Points/Signal switching points (SP/SSP)'s.

A Customer has the option of connecting to the Company's SS7 network either:

- A. Via a third party, or
- B. Via another signaling interconnection arrangement agreed upon by PITT and Customer on an individual case basis.

2.18.1.2 CSAC PIU and POM

For purposes of CCSAC ISUP Call Set-up requests, Percent Other Messages (POM) shall be established by dividing the customer CCSAC ISUP Call Set-up requests (originating and terminating) associated with local, EAS, intraMTA, the Local Exchange Company portion of jointly provided Switched Access and Company originated toll by the total number of CCSAC TSUP Call Set-up requests (originating and terminating) and expressing the result as a percentage in a whole number.

CCSAC PIU and POM reports will serve as the basis for prorating the charges. The percentage of a CCSAC rate element to be charged is applied in the following manner:

- 1. For the following chargeable rate elements: CCSAC Entrance Facility, Direct Link Transport, CCS Links, STP Port, Multiplexing, TCAP message charges, and all nonrecurring charges; multiply one hundred percent minus the CCSAC PIU times the quantity of chargeable elements times the state Tariff rate per element.
- 2. For chargeable rate elements associated with ISUP Call Set-up requests, multiply the percent intrastate use (100 minus the sum of the CCSAC PIU plus the CCSAC POM) times the actual use times the stated Tariff rate.

The CCSAC PIU and POM factors will change as revised declarations are submitted.

2.18.2 Application of Charges

The rates that apply for MTI Signaling Access Service

Rates and charges for Customer's use of the CCSAC/SS7 network will be assessed based on Customer's specific design requirements. Both nonrecurring and monthly recurring rates may be applicable. Rate elements for CCSAC/SS7 are:

- (a) Nonrecurring rates. CCSAC Option Activation Charge - Assessed for adding or changing a point code in the signaling network. MTI will charge Customer based upon its selection of either basic or database activation.
- (b) Recurring Rates.

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1. Signal Formulation Charge - An ISUP Signal Formulation charge is assessed, per call set-up request, for formulating signaling messages in association with call set-up.

2. Signal Transport Charge - An ISUP Signal Transport charge is assessed, per call set-up request, for signaling messages transported to or from the local STP in association with call set-up.

A TCAP Signal Transport charge is assessed per data request transported to or from a local STP and destined for a foreign database.

3. Signal Switching Charge - a per call set up request or data charge for switching an SS7 message at the local STP. This rate element includes separate charges for ISUP and TCAP messages.

COMMON CHANNEL SIGNALING/SS7

	Monthly Rate	
	Access	POM
Signal Formulation, ISUP, per call set-up request	\$0.00829	0
Signal Transport, ISUP, per call set-up request	\$0.00559	0
Signal Transport, TCAP, per data request	\$0.000418	0
Signal Switching, ISUP, per call set-up request	\$0.001162	0
Signal Switching, TCAP, per data request	\$0.000460	0
SCP/Databases – Per Message	\$0.0010	0

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SECTION 3. DEDICATED ACCESS SERVICES**3.1 Dedicated Access Services Description**

Dedicated Access Services consists of any of the services offered pursuant to this tariff, either individually or in combination. Each service is offered independent of the others. Service is offered via the Company's facilities for the transmission of communications, unless otherwise noted. Channel terminations utilizing a combination of Company owned facilities and non-Company owned facilities will be provided at the sole discretion of the Company, on an Individual Case Basis (ICB).

3.2 Services Offered

Digital channels over the Company's network are furnished for full-duplex transmission of digital signals. The following private line services are offered in this tariff:

DS3 and DS1 Service

The Company on an ICB may provide other services.

3.3 Service Rate Elements

Each service furnished by the Company has applicable non-recurring and recurring rates. Monthly recurring rates are variable according to the term in which the Customer commits. Unless otherwise noted, three common rate elements are utilized in the calculation of monthly recurring rates:

Local Distribution Channel - This element applies to each end-point of the digital channel provided.

Interoffice Mileage - This element applies whenever there is mileage associated with the digital channel. The number of miles (Interoffice Mileage) between the two end offices serving the geographic areas in which the endpoints of the channel are located is multiplied by the unit rate. Interoffice mileage is determined according to the V&H coordinate method set forth in the NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF F.C.C. No. 4. Fractions of a mile are rounded up to the next whole mile before rates are applied.

Fixed Interoffice - This element applies per digital channel whenever there is mileage associated with the channel.

3.4 Optional Features

Optional features and functions are likewise available on an ICB, these include:

Cross-Connection - This element applies for cross-connections within Company locations between one or more Customer services, or between the services of different Customers.

Multiplexing - This element applies where the Customer requests that its services be multiplexed onto higher bandwidth facilities for delivery to the Customer.

DCS Port Charge - This element applies where the Customer requests that its services be connected to a DCS port.

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3.5 DS3 Elements and Rates

Digital channels provided by the Company at 44.736 Mbps will be provided by the Company in one of the following configurations, as specified by the Customer:

Clear Channel DS3 - A DS3 signal that is transmitted intact and transparently as provided at the Customer interface.

M13 Framed DS3 - A DS3 that is channelized into 28 DS1 signals and includes a predefined standard multiplexing scheme as defined by ANSI T1.107a.

C-bit Parity Framed DS3 - Utilized in subrated or non-subrated DS3 signals. This service is defined in ANSI T1.107a.

TYPE I DS3 Rates

	Non-recurring	Recurring			
		Monthly	1 Yr.	3 Yr.	5 Yr.
Local Distribution Channel	\$ 600.00	\$ 1,450.00	\$ 1,300.00	\$ 1,210.00	\$ 1,180.00

	Monthly	1 Yr.	3 Yr.	5 Yr.
0 miles	None	None	None	None
0 - 8 miles Fixed	\$ 315.00	\$ 310.00	\$ 282.00	\$ 251.00
0 - 8 miles per mile	\$ 47.00	\$ 45.00	\$ 41.00	\$ 36.00
8 - 25 miles Fixed	\$ 348.00	\$ 342.00	\$ 321.00	\$ 284.00
8 - 25 miles per mile	\$ 48.00	\$ 46.00	\$ 42.00	\$ 37.00
25 - 50 miles Fixed	\$ 372.00	\$ 368.00	\$ 346.00	\$ 316.00
25 - 50 miles per mile	\$ 49.00	\$ 47.00	\$ 43.00	\$ 38.00
Over 50 miles Fixed	\$ 402.00	\$ 397.00	\$ 381.00	\$ 337.00
Over 50 miles per mile	\$ 50.00	\$ 49.00	\$ 48.00	\$ 42.00

TYPE II DS3 Rates

	Non-recurring	Recurring			
		Monthly	1 Yr.	3 Yr.	5 Yr.
Local Distribution Channel	\$ 741.90	\$ 1,800.00	\$ 1,746.00	\$ 1,620.00	\$ 1,440.00

	Monthly	1 Yr.	3 Yr.	5 Yr.
0 miles	None	None	None	None
0 - 8 miles Fixed	\$ 372.00	\$ 361.20	\$ 334.80	\$ 297.60
0 - 8 miles per mile	\$ 51.60	\$ 50.40	\$ 46.80	\$ 40.80
8 - 25 miles Fixed	\$ 420.00	\$ 408.00	\$ 378.00	\$ 336.00
8 - 25 miles per mile	\$ 51.60	\$ 50.40	\$ 46.80	\$ 40.80
25 - 50 miles Fixed	\$ 456.00	\$ 442.80	\$ 410.40	\$ 364.80
25 - 50 miles per mile	\$ 52.80	\$ 51.60	\$ 48.00	\$ 42.00
Over 50 miles Fixed	\$ 492.00	\$ 447.60	\$ 442.80	\$ 393.80
Over 50 miles per mile	\$ 60.00	\$ 58.80	\$ 54.00	\$ 48.00

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3.6 DS1 Elements and Rates

Digital channels provided by the Company at 1.544 Mbps will be provided by the Company in one of the following configurations, as specified by the Customer:

Unframed DS1 - A DS1 signal that does not follow the standard framing formats of 192 bits for data and the 193rd bit for framing. An unframed DS1 cannot be synchronized to the network.

D4/SF DS1 - A framed DS1 consisting of 12 frames of 192 bits preceded by one framing bit. The 12 frames, called a superframe, provide a mechanism for identifying robbed-bit signaling channels. This service can be coded AMI or B8ZS.

ESF DS1 - Extends the superframe structure from 12 to 24 frames and redefines the 8 kbps pattern into 2 kbps for mainframe and robbed-bit signaling synchronization, 2 kbps for CRC-6 and 4 kbps for terminal-to-terminal data link. This service can be coded AMI or B8ZS.

Fanout DS1 service allows a Customer to aggregate up to 28 DS1 digital channels, which terminate at the same location into a single DS3 Local Distribution Channel. DS1 and DS3 channels provided as part of a Fanout DS1 service shall meet the technical specifications set forth herein.

This service consists of up to 28 DS1 digital channels, which are aggregated at a network node onto a standard DS3 circuit with interoffice mileage and a local distribution channel at the terminating end.

The three common elements of DS1 fanout services consist of:

DS1 local distribution channels - DS1 rates incorporated in this tariff are applied.

Central Office Multiplexing - aggregates the 28 DS1's onto the DS3 interoffice facilities.

DS3 Interoffice Mileage & Local Distribution Channel - Rated as standard DS3 circuit.

Optionally the customer can elect for client premise multiplexing, which aggregates the Customer side 28 DS-1's into DS3 interoffice facilities.

Type I DS1 Rates

	Non-recurring	Recurring			
		Monthly	1 Yr.	3 Yr.	5 Yr.
Local Distribution Channel	\$ 300.00	\$ 131.00	\$ 116.00	\$ 112.00	\$ 101.00

	Monthly	1 Yr.	3 Yr.	5 Yr.
0 miles	None	None	None	None
0 - 8 miles Fixed	\$ 100.00	\$ 86.00	\$ 83.00	\$ 71.00
0 - 8 miles per mile	\$ 18.00	\$ 14.00	\$ 13.00	\$ 11.00
8 - 25 miles Fixed	\$ 124.00	\$ 108.00	\$ 105.00	\$ 88.00
8 - 25 miles per mile	\$ 18.00	\$ 15.00	\$ 15.00	\$ 13.00
25 - 50 miles Fixed	\$ 128.00	\$ 113.00	\$ 110.00	\$ 96.00
25 - 50 miles per mile	\$ 19.00	\$ 17.00	\$ 17.00	\$ 15.00
Over 50 miles Fixed	\$ 132.00	\$ 126.00	\$ 123.00	\$ 108.00
Over 50 miles per mile	\$ 19.00	\$ 18.00	\$ 17.00	\$ 15.00

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Type II DS1 Rates

	Non-recurring	Recurring			
		Monthly	1 Yr.	3 Yr.	5 Yr.
Local Distribution Channel	\$ 375.90	\$ 150.00	\$ 138.00	\$ 138.00	\$ 120.00

	Monthly	1 Yr.	3 Yr.	5 Yr.
0 miles	None	None	None	None
0 - 8 miles Fixed	\$ 103.9000	\$ 103.90	\$ 93.42	\$ 83.04
0 - 8 miles per mile	\$ 16.26	\$ 16.26	\$ 14.64	\$ 13.01
8 - 25 miles Fixed	\$ 131.82	\$ 131.82	\$ 118.66	\$ 105.46
8 - 25 miles per mile	\$ 17.03	\$ 17.03	\$ 15.32	\$ 13.62
25 - 50 miles Fixed	\$ 139.62	\$ 139.62	\$ 125.66	\$ 111.70
25 - 50 miles per mile	\$ 17.41	\$ 17.41	\$ 15.69	\$ 13.93
Over 50 miles Fixed	\$ 153.59	\$ 153.59	\$ 138.23	\$ 122.87
Over 50 miles per mile	\$ 18.02	\$ 18.02	\$ 16.22	\$ 14.41

DS1 Fanout Rates

	Non-recurring	Recurring			
		Monthly	1 Yr.	3 Yr.	5 Yr.
DS3 channel between a Customer location and network node	Standard DS3 Rate Schedule				
DS3/1 MUX @ node	\$ 200.00	\$ 245.00	\$ 240.00	\$ 235.00	\$ 225.00
Optional DS3/1 MUX @ Client Location	\$ 200.00	\$ 245.00	\$ 240.00	\$ 235.00	\$ 225.00
DS1 Fanout Channel	Standard DS1 Rate Schedule				

DS1 High Capacity Service

	Non-recurring	Recurring			
		Monthly	1 Yr.	3 Yr.	5 Yr.
28 DS1's between two Customer Locations	Standard DS3 Rate Schedule				
MUX's at both Customer locations	\$ 400.00	\$ 490.00	\$ 480.00	\$ 470.00	\$ 450.00

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SECTION 4. ENHANCED LOCAL TELEPHONE SERVICE**4.1 Local Telephone Service Description**

All local telephone services are offered independently of one another.

Local Telephone Service provides a Customer with connectivity into the Company's switching network that enables the Customer to:

access the Company's local, intraLATA and interLATA, calling services as described in this tariff.

receive calls from other stations on the public switched telephone network.

access interstate and international calling services provided by certified common carriers.

access the Company's operators.

access toll-free telecommunications services such as 800/888 dialing and 9-1-1 emergency services.

Local Telephone Service calls originated to caller-paid information services (e.g. NPA 900, NXX 976, etc.) are prohibited. Calls originating to those services will be blocked by the Company's network.

4.2 Service Connection Charge

A nonrecurring service connection charge shall be applied to the following activities:

Installation of new service

Transfer of existing services to a different location

Changes in class of service

Restoration of services due to suspension or termination of nonpayment

Individual Line / Nonrecurring	\$60.00
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Business Line/ Nonrecurring	
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PIC Change - InterLATA	\$5.00
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PIC Change - InterLATA	\$5.00
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4.3 Monthly Network Access Line Rates

Network Access Lines provide the connectivity to the Company's switching network from the Customer's premise. This facility allows access to the Company's network for placing and receiving calls.

Monthly Network Access Rate per line:

Monthly Recurring Per Line	\$40.00
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4.4 Local Telephone Service Feature Elements and Rates

Local Telephone Service Feature Elements consist of ancillary services offered over the Customers Network Access Line. These services are independent of one another unless stated.

Installation for all Features \$25.00

4.4.1 Calling Number Display

This feature provides the Customer with the calling number and name, displayed on a Customer provided display unit, of the incoming call. Likewise, this feature allows the Customer the ability to block the calling number from displaying or disabling the Calling Number Display with the use of a deactivation code.

Monthly Recurring Per Line \$8.00

4.4.2 Automatic Call Back

After entering the activation code, the Company will automatically place a call to the calling number of the last incoming call.

Monthly Recurring Per Line \$0.75

4.4.3 Automatic Recall

After entering the activation code, the Customer hears an announcement identifying the calling number of the last incoming call.

Monthly Recurring Per Line \$0.75

4.4.4 Call Forwarding

After entering the activation code, the Customer enters the forward to number, and until the feature is deactivated, all calls will be terminated at the forward to number.

Monthly Recurring Per Line \$6.00

4.4.5 Call Rejection

This feature enables the Customer to program a list of up to 30 calling numbers from which calls are to be rejected or blocked. Incoming calls that are on the list are routed to an announcement informing the caller that the call has been blocked.

Monthly Recurring Per Line \$8.00

4.4.6 Call Waiting

This feature enables the Customer to be alerted with a tone (if off-hook) at the arrival of incoming calls.

Monthly Recurring Per Line \$7.50

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4.4.7 Distinctive Ring / Call Waiting

This feature enables the Customer to be alerted with a distinctive ring or call waiting tones at the arrival of incoming calls from a list of calling numbers the Customer has specified.

Monthly Recurring Per Line \$4.00

4.4.8 Voice Mail

This feature enables the Customer to utilize automatic voice mail features of the Company. Upon activation, the Customer's calls that are not answered will be automatically transferred to voice mail where the calling party will be given the option of leaving a voice message for the Customer.

Monthly Recurring Per Line \$18.50

4.4.9 Never Busy Fax

This feature is an advanced service offering of Voice Mail designed exclusively for fax machines. Upon activation, the Customer's fax calls that are not answered will be automatically transferred to a voice mailbox where the fax call will be answered and the fax message will be stored. The system will poll the fax station at regular intervals and upon call completion the stored fax will be delivered.

Monthly Recurring Per Line \$18.50

4.4.10 Three Way Calling

This feature enables the Customer to conference two distinctive parties together during the same calling session.

Monthly Recurring Per Line \$4.00

4.4.11 Telemetry Service

This feature provides a "no-ring" connection to Customer lines.

Monthly Recurring Per Line \$18.50

4.4.12 Call Waiting Calling Number Display

This feature displays the calling name and number associated with the call-waiting call immediately when the call arrives at the Customer's Line.

Monthly Recurring Per Line \$8.00

4.4.13 Hunting

This feature provides for a group of numbers to be searched for an available line when a call is placed to the group.

Monthly Recurring Per Line \$8.00

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4.5 DS-1 Based Network Access

DS-1 Based Network Access provides DS-1 connectivity from a Customer's Private Branch Exchange, Key System, or other device into the Company's switching network. This service is provided as a DS-1 connection or as multiple DSO's.

This service may be provisioned by the Customer for outgoing calling, or for both outgoing and incoming calling. If the Customer selects incoming functionality, direct inward dial numbers must be purchased from the Company.

DS-1 Based Network Access Customers are required to purchase a significant number of lines so that the group utilization is no greater than 95%. The call completion rate is based on the Customer's busiest hour measured during the normal billing cycle. Once the service has been established the Company may require the Customer to purchase additional facilities to satisfy the requirements listed above.

A Customer can request that their DS-1 Based Network Access be provisioned as a PRI. This line is an ISDN function whereby advanced features are provided to the Customer's premise equipment. Direct inward dial numbers must be purchased from the Company to utilize this service.

DS1 Based Access Rates

	Non-recurring	Recurring Monthly
DOD 24 Member Trunk	\$ 1,500.00	\$ 1,440.00
DID/DOD 24 Member Trunk	\$ 1,500.00	\$ 1,440.00
PRI with 23 members	\$ 2,300.00	\$ 1,900.00
DID Numbers per 100	\$ 100.00	\$ 20.00

4.6 Toll Services

The two types of toll calls within the state of Arizona include intraLATA, and interLATA calls. IntraLATA toll calls terminate in the same LATA but outside the originating party's local calling zone. InterLATA toll calls within the state of Arizona terminate in a different LATA than the originating party, while staying within the state boundaries of Arizona.

	Monthly Access Rate	Per Minute
IntraLATA Toll Rates	\$0	\$0.12
InterLATA Toll Rates	\$0	\$0.12

4.6.1 Billing Records

Customer Request for a soft copy of toll call activity presently provided in print image:

Monthly Recurring Per Account, Per Month	\$75.00
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4.7 Operator Services

Operator Handling services are provided to Customers and Users of the Company's local and Toll calling services and to users accessing prescribed public payphones. Operator assistance may be utilized in completing either local or toll calls. In addition to charges which would otherwise apply pursuant to other Sections of this Tariff, each operator call will be assessed a charge(s) as set forth within.

Person-to-Person - Calls completed with the assistance of a Company operator to a particular person, station, department, or PBX extension specified by the calling party. Charges may be billed to the Customer's commercial credit card and/or LEC calling card, calling station, called station, or a designated third-party station.

Operator Dialed Charge - Calls competed with the use of the operator dialing the call. The Customer dials '0' and then requests the operator to dial the called station, even though the capability to do it resides within the Customer.

Billed to LEC Calling Card - Refers to calls that are dialed by the Customer in accordance with standard dialing instructions and billed to a LEC calling Card.

Rates	per call
Person-to-Person	\$ 3.70
Operator Dialed Charge	\$ 1.25
Billed to LEC Calling Card	\$ 0.45

4.8 Directory Assistance

Customers and Users of the Company's local and toll calling services may obtain assistance in determining telephone numbers within Arizona by calling the Directory Assistance operator.

Directory Assistance will provide one number per call and completion services will be offered for the number queried. Requests for information other than telephone numbers will be charged the same rate as shown for the applicable request for telephone numbers.

In such cases where a calling card or commercial calling card or third number billing is utilized, call charges and Directory Assistance charges will both apply to the call, per specifications in this tariff.

Element	Unit	Rate per unit
Directory Assistance	per call	\$ 0.45
Call Completion	per call	\$ 0.30

4.9 Busy Line Verify and Busy Line Interrupt Service

Upon request of a Customer or user the Company will verify a busy condition on a called line.

Upon request the operator will determine if the line is clear or in use and report to the calling party. Upon request the operator will interrupt the call on the called line if the calling party indicates an emergency.

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No charge will apply when the calling party advises that the call is to or from an official public emergency agency.

Busy Line Verification and Interrupt Service is furnished where and to the extent that facilities permit. The Customer shall identify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.

Rates

Busy Line Verification charge, each	\$1.50
Busy Line Interrupt charge, each	\$1.50

4.10 Mountain Centrex Service

Mountain Centrex Service (MountCen) provides Customers with access to local and toll communications services. These services are supplied by using Company facilities and resold facilities. MountCen station lines may be employed for intercommunication calling among affiliated users, for access to advanced features, for originating, receiving and access to toll services.

Touchtone telephones are to be supplied by Customer. Toll service selection is the responsibility of the Customer, and selection must be from among the interexchange carriers, which are interconnected with the Company's system.

MountCen station lines are only available in digital format. Both blocking and nonblocking formats are available. Station lines provide intercommunications service on a 4-digit basis in addition to direct access to and from the exchange network. Station lines are assigned a 10-digit telephone number and are provided with DID and Automatic Identification of Outward Dialing. Attendant station lines facilitate direct incoming exchange calls to the Customer's main listed number, and also enable station line users to access attendant.

MountCen service allows Customers with access to advanced features available on the Company's network.

MountCen Rates

MountCen Station Lines Actual Rates	Monthly Recurring Charges				
	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
Non-Blocking Rates					
1 – 48	\$ 95.00	\$ 93.00	\$ 91.00	\$ 89.00	\$ 87.00
49 – 499	\$ 38.00	\$ 37.00	\$ 36.00	\$ 35.00	\$ 34.00
Blocking Rates					
1 – 48	\$ 49.00	\$ 48.00	\$ 46.50	\$ 44.00	\$ 42.50
49 – 499	\$ 35.00	\$ 33.00	\$ 31.00	\$ 29.00	\$ 27.00
Over 500 Lines	ICB	ICB	ICB	ICB	ICB

All MountCen features are to be provided on an Individual Case basis.

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4.11 9-1-1 Emergency Service Overview

The Company will provide 9-1-1 service for the purpose of voice reporting emergencies to the proper governmental agency. The routing of said 9-1-1 calls will be based on entire Central Office Codes and will as a whole be routed to distinct Public Safety Answering Points (PSAP). Routing to distinct PSAPs will automatically be done from any access line that is usable for local exchange traffic. All 9-1-1 calls originating from Company's network shall be completed without a charge being assessed. 9-1-1 service is one-way in nature, from Customer to 9-1-1 PSAP. The Company will incur no liability to any person who dials or attempts to dial the digits '9-1-1' or to any person who may be affected by the dialing of said digits. The Company's entire liability arising out of the provision of said service under this tariff shall be limited as set forth in this Section and in Section 2.5.

4.12 Maintenance Visit Charge

The maintenance visit charge will be charged to the Customer when Company personnel or approved contractors are deployed to a Customer premise and the trouble incurred by the Customer is found to be in the Customer Provided Equipment. The time incurred by deployed personnel, commencing upon arrival and completing upon departure, will be charged the appropriate charges further described in this section. If at any time the trouble is determined to be in the Company provided equipment or facilities the charges incurred by Customer will be credited to their account.

The minimum charge per visit is one-half hour. For the purposes of this Section:

Basic time (M-F, 5am-5pm)	\$75 / hour
Overtime (M-F, 5pm-8am)	\$100 / hour
Premium (Holidays, Weekends)	\$150 / hour

4.13 FOREIGN EXCHANGE SERVICE

Foreign Exchange Service (FX) is a product for the delivery of dial tone from an exchange (or central Office) other than the exchange (or central office) from which the customer would normally be served.

The Customer's exchange, where the service is to terminate, (i.e., the central office which serves the customer's premise) can be, but does not have to be contiguous to the Foreign Exchange office. The exchange may be located geographically anywhere, as long as the exchange is served by Red Rock Telecommunications, LLC.

Foreign Exchange Service where the NXX is outside the rate center may not be accurately displayed or routed for purposes of 911 calls. All customers will therefore be required to have local telephone service provided by either the Company, or any other certified local exchange provider, to enable 911 calls to be routed over the associated local lines or trunks.

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RATE PER T1		
CITY	INSTALLATION	MONTHLY RECURRING CHARGE
Yuma	\$1200.00	\$1,337.64
Flagstaff	\$1,200.00	1,283.57
Prescott	\$1,200.00	1,152.02
Cottonwood	\$1,200.00	1,174.28
Casa Grande	\$1,200.00	1,101.67
Payson	\$1,200.00	1,157.01
Sedona	\$1,200.00	1,181.93
Wickenburg	\$1,200.00	1,153.61

4.14 LOCAL NUMBER PORTABILITY

Provides for full local number portability allowing customers to keep existing telephone numbers when transferring service between carriers.

Non-recurring – \$5.00 per number ported

Recurring – \$.50 per access line (ported or non-ported)

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SECTION 5. FRAME RELAY SERVICE**5.1 Frame Relay Service Description**

Frame Relay Service is a packet-oriented data communications service consisting of a data switching platform which provides the Customer with the capability to connect locations utilizing permanent virtual circuits (PVC) for the purposes of data transmission at speeds of up to 44.736 Mbps. Service is available 7 days a week, 24 hours a day.

Frame Relay is a transport service that facilitates the exchange of variable length information units (frames) between the Customer's locations by the way of assigned virtual connections. Each frame is passed to the Frame Relay Network with an address that specifies the virtual connection. The network processor reads addresses, and the frames are relayed to the pre-assigned destination.

The Customer may access the Company's frame relay network via a User to Network Interface (UNI). The Customer is connected to the UNI in one of the following ways:

Digital Private Line Access

Access to the frame relay switch is provided via a private line provided by a local exchange carrier on digital facilities.

Frame relay service consists of PVC and CIR Charges

PVCs are logical circuits, which define a dedicated virtual circuit between two points. PVCs can burst up to the smallest port size of their logical end points. Duplex PVCs (multiple PVCs originating and terminating on the same port) are equal in insuring throughput. The following classifications are the basis of PVC rates:

Local exchange carrier fast-packet network facility

Access to the frame relay switch is via a carrier provided fast packet network facility, when the carrier's network is connected via a Network to Network Interface (NNI).

5.2 Standard Frame Relay Elements and Rates

Default CIR = 50% of the port size

Maximum CIR = 100% of the port size

Minimum CIR = 0% of the port size

Provisioning under Standard tariff provides for best effort packet delivery.

Installation Charges may apply for each PVC ordered. Likewise change orders for Port Changes, PVC/CIR, and Expedites will apply as requested by the Customer.

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Fractional

Port Size	1St PVC Price	2 - 5 PVC(+)	6 - 19 PVC(+)	20 + PVC(+)
64	\$25.00	\$1.50	\$0.50	\$0.25
128	\$50.00	\$3.00	\$1.00	\$0.25
256	\$100.00	\$6.00	\$2.00	\$0.25
384	\$150.00	\$9.00	\$3.00	\$0.25
512	\$200.00	\$12.00	\$4.00	\$0.25
768	\$300.00	\$18.00	\$6.00	\$0.25

T-1

Port Size	1st PVC Price	2 - 5 PVC(+)	6 - 19 PVC(+)	20 + PVC(+)
T-1	\$250.00	\$35.00	\$15.00	\$0.25

Port size above T-1 on an individual case basis.

5.3 Premium Frame Relay Elements and Rates

Default CIR per PVC - The default CIR is equal to PVC capacity.

Minimum CIR per PVC - Customer may request the minimum CIR greater than or equal to Ok. The rate for such a change will be based on 8k increments.

Maximum CIR per PVC - The maximum CIR per PVC is determined to be 100% of the PVC capacity.

Premium provisioning ensures packet delivery at committed rates. PVC rates apply for each direction of transmission.

Installation Charges may apply for each PVC ordered. Likewise change orders for Port Changes, PVC/CIR, and Expedites will apply as requested by the Customer.

PVC Rates

Port Speed	Recurring	Non-recurring
Ok	\$ 25.00	\$ 350.00
Per 8k increment	\$2.50	\$1.00
DS1 Port fee	\$100.00	-
Fractional DS1 / DSO	\$ 10.00	-
Expedite Order		\$ 500.00
Change Order		\$75.00

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SECTION 6. DATA SERVICES**6.1 Carrier Hosted Dial-Up (CHD)**

Data service utilizing carrier owned and managed modem banks and carrier data services to provide a virtual dial-up access point-of-presence to public or private networks.

Carrier Hosted Dial-up Service consists of modem terminations in VPOP groupings combined with one or more packet data access circuits. Access may be Frame Relay, ATM, Dedicated Private Line, or Ethernet.

CHD RATES

SERVICE DESCRIPTION	INSTALLATION	12 MONTH
CHD PRI Span	\$600.00	\$1,080.00
CHD Per Port	25.00	45.00
CHD PRI Span - Rural	720.00	1,440.00
CHD Per Port - Rural	30.00	60.00

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SECTION 7. DIRECTORY LISTINGS**7.1 General Regulations**

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the customer's exchange areas of the Station number which is designated as the Customer's main billing number. Directory listings of additional company station numbers, other than the customer's main billing number, associated with a customer's service will be provided for a monthly recurring charge per listing.

The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the customer is not impaired thereby. Where more than one line is required to properly list the customer, no additional charge is made.

The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.

In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

7.2 Descriptions

Directory listings are provided in connection with each Customer service as specified herein.

Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.

Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified under 7.3, following.

Non-published Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Non-published Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records. Charges for Non-published Listings are specified under 7.3, following.

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Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party. Charges for Non-listed Listings are specified under 7.3, following.

Foreign Listings: Where available, a listing in a telephone directory which is not in the Customer's immediate calling area. The Customer will be charged the rates specified in the tariff published by the specific exchange carrier providing the Foreign Listing.

Extra Line of Information: Extra Line information is informational listing material that the end user wants to provide to their customers. It is in addition to their listing-name, address, and telephone number-information. It is non-promotional in nature.

Cross Reference: This listing refers customers to another listing. A cross reference may not be used for advertising purposes. On a "SEE" cross reference, the telephone number and address does not print with the cross reference listing.

7.3 Rates

The following charges apply for directory listings specified in 7.2 preceding:

RESIDENCE DIRECTORY LISTING RATES

SERVICE	INSTALLATION	MONTHLY (Recurring)
Additional Listing	\$8.50	\$1.50
Non-Published Number	8.50	1.90
Non-Listed Number	8.50	1.50
Foreign Listing	8.50	1.50
Extra Line of Information	8.50	1.50

BUSINESS DIRECTORY LISTING RATES

SERVICE	INSTALLATION	MONTHLY (Recurring)
Additional Listing	\$22.00	\$3.00
Non-Published Number	22.00	1.80
Non-Listed Number	22.00	1.45
Cross Reference	22.00	3.00
Foreign Listing	22.00	3.00
Extra Line of Information	22.00	3.00

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SECTION 8. ADVANCED COMMUNICATIONS NETWORKS**8.1 ATM CELL RELAY SERVICE****8.1.1 General****A. Description**

ATM Cell Relay Service (ATM CRS) is a connection-oriented communications service that uses Asynchronous Transfer Mode (ATM) technology. The service provides customers with high-speed, low-delay information transfer capacity, which supports applications that require near-real-time mixed media (data, video, image, voice) communications among multiple locations. ATM CRS supports transmission speeds of 1.544 Mbps, 45 Mbps and 155 Mbps.

ATM CRS requires the use of customer terminal equipment that functions as a multiplexer/router/hub or ATM switch. This terminal equipment must be purchased separately from the ATM CRS and must conform to industry standards. The terminal equipment accumulates customer traffic and puts it into a cell relay format suitable for transmission over the ATM CRS Network.

B. Service Elements**1. Network Interface**

Network interface is the point at which a customer's data transmissions first enters the network supporting ATM CRS. It is the point of interconnection between Company communication facilities and customer terminal equipment.

2. Access Link (AL)

An ATM CRS Access Link provides access to the ATM CRS Network, connecting customer facilities at the network interface with a corresponding ATM CRS Cell Transfer element at ATM CRS Service Points.

3. Port

ATM CRS ports are the physical entry points into the ATM CRS Network for compatible private line facilities, DS3 Service or DS1 Service. They are originating and terminating points for Virtual Path Connections and Virtual Channel Connections. Ports include the electronic equipment used in connecting these service elements to the ATM CRS Network. They enable customers to allocate bandwidth to applications at customer-designated transmission speeds of up to 1.5 Mbps, 45 Mbps or 155 Mbps.

4. Logical Connections

ATM CRS logical connections function as bidirectional Permanent Virtual Connections (PVCs). ATM CRS will support a point-to-point logical connection configuration between two ports. Logical Connections may be any of three service types: Peak Cell Rate Service, or Unspecified Bit Rate Service.

a) Virtual Channel Connections (VCC)

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A VCC is a logical connection from one ATM CRS Port to another CRS Port within the ATM CRS Network.

VCCs are available as Peak Cell Rate Service at customer-selected Cell Transfer speed(s), depending on the customer's networking requirements which include appropriate overheads. VCCs are also available as Unspecified Bit Rate Service.

b) Virtual Path Connections (VPC)

A VPC is a collection of VCCs routed together as one unit, for which the customer has the ability to manage the speeds of the individual VCCs within the customer-designated Cell Transfer element.

VPCs are available as Peak Cell Rate Service, at customer-selected Cell Transfer speed(s), depending on the customer's networking requirements, which include appropriate overheads.

c) Logical connections are available at base speeds (e.g. 64 kbps, 1 Mbps, 1.544 Mbps, etc.) determined by the speed of the ATM CRS Port (1.5 Mbps, 45 Mbps or 155 Mbps). The customer selects a base speed for each VCC or VPC they purchase which includes appropriate overheads. The bandwidth for each VCC or VPC is determined by multiplying the base speed by the number of increments of that base speed selected by the customer.

Logical connections are available at the following incremental base speeds:

AVAILABLE BASE SPEEDS:

On a 1.544 Mbps Port:
Increments of 64 kbps
Increments of 1 Mbps

On a 45 Mbps Port:
Increments of 64 kbps
Increments of 1 Mbps
Increments of 1.544 Mbps
Increments of 40.7 Mbps

On a 155 Mbps Port:
Increments of 64 kbps
Increments of 1 Mbps
Increments of 1.544 Mbps
Increments of 1.787 Mbps
Increments of 40.7 Mbps

A customer may select multiple logical connections of different service classes on an ATM CRS Port. The speed of a Peak Cell Rate Service logical connection may not exceed the maximum speed associated with its customer-selected incremental base speed, which includes appropriate overheads.

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The logical connection of an Unspecified Bit rate Service may not exceed the maximum speed associated with its customer-selected incremental base speed, which includes appropriate overhead. The maximum subscription bandwidth allowed is limited by the number of increments of the base speed selected by the customer. For the 64 kbps service increment, the maximum subscription bandwidth allowed is 23 x 64 kbps, regardless of port speeds. For the 1 Mbps service increment, the maximum subscription bandwidths allowed are: 1 Mbps for the 1.544 Mbps port, 40 Mbps for the 45 Mbps port and 149 Mbps for the 155 Mbps port.

For peak Cell Rate Service, a single logical connection configuration is also available. A customer may choose a single 40.7 Mbps logical connection on a 45 Mbps port or a single 149 Mbps logical connection on a 155 Mbps port.

5. Service Types

ATM CRS logical connections are provided as Peak Cell Rate Service or Unspecified Bit Rate Service. The industry standard designation for Peak Cell Rate Service is Service Class A.

a) Peak Cell Rate Service (PCRS)

PCRS supports VCCs and VPCs carrying a constant flow of information (constant Bit Rate traffic). The Peak Cell Rate is the customer-selected upper limit for cell traffic on a logical connection, which includes appropriate overheads. When cells exceed the Peak Cell Rate for PCRS logical connections, the cells are discarded upon entry into the ATM CRS Network. The Peak Cell Rate of a PCRS logical connection must be less than the speed of the associated port.

b) Unspecified Bit Rate Service (UBRS)

UBRS is a best-effort service designed to support a connection carrying information at variable rates, over VCCs. The UBR Service does not provide traffic related service guarantees specifically, per-connection bandwidth, cell loss, cell transfer delay and cell delay variation. The Peak Cell Rate, which includes appropriate overheads, is the customer-selected, upper limit of cell traffic on a logical connection. The Peak Cell Rate specifies the highest cell rate that will be allowed on a connection, but not guaranteed. When cells exceed the Peak Cell Rate for UBRS logical connections, the cells are discarded upon entry into the ATM CRS Network. The Peak Cell Rate of a UBRS logical connection may equal, but not exceed the speed of the associated port.

Cell Transfer

The Cell Transfer service element transfers information between Network Interfaces connected to the ATM CRS network at speed(s) selected by the customer for VCCs or VPCs. The customer must designate whether the Cell Transfer for each logical connection is PCRS, SCRS or UBRS.

The total speed of Cell Transfer elements on a customer's ATM CRS configuration may not exceed the associated Cell Transfer port speed (1.544 Mbps, 45 Mbps or 155 Mbps).

8.1.2 RATE ELEMENTS

A. Access Link (AL)

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A Private Line Transport Service with Clear Channel Capability, is used to provide access to an ATM CRS Network switch via a connection between customer facilities at the network interface and a Cell Transfer service element.

B. Cell Transfer

1. A "First" nonrecurring charge per port applies for the first logical connection (VCC or VPC) on an ATM CRS configuration. An "Each Additional" nonrecurring charge applies for each additional logical connection ordered on the same ATM CRS Port, installed at the same time (same due date) for the same customer of record as the first logical connection. A Cell Transfer fixed nonrecurring charge also applies per port, based on the port speed. A Cell Transfer fixed monthly rate applies, based on the port speed, for each ATM CRS connection to the network supporting ATM CRS. A variable, or incremental, monthly rate applies per the total bandwidth of all logical connections, based on the service type (PCRS, or UBRs) of the connections, the speed of the port and the number of 64 kbps, 1 Mbps, 1.544 Mbps, 40.7 Mbps or 149 Mbps increments of bandwidth, or fraction thereof, provided on the connections.
2. A nonrecurring charge applies for each subsequent order to add or to change logical connections on an existing ATM CRS configuration, in addition to the "First" and "Each Additional" nonrecurring charges for the logical connections in the subsequent order.
3. "First" nonrecurring charge applies for the first logical connection VCC on an LSS /LSS or LSS/ATM CRS configuration. "Each Additional" nonrecurring charge applies for each additional logical connection ordered on the same LSS/LSS or LSS/ATM CRS configuration, installed at the same time (same due date) for the same customer of record as the first logical connection. A nonrecurring charge applies for each subsequent order to add or to change logical connections on an existing LSS/LSS or LSS/ATM CRS configuration, in addition to the "First" and "Each Additional" nonrecurring charges for the logical connections in the subsequent order.

8.1.3 RATES AND CHARGES

A. Monthly

ATM CRS may be ordered as monthly once the initial requirement to order the service as a fixed period service rate plan has been satisfied.

	USOC	NONRECURRING CHARGE	MONTHLY RATE
1.	Access Link Refer to DS1/DS3 Access Tariff		
2.	Cell Transfer		

The recurring monthly rate charges will be discounted as follows:

12 Months	- 5% Discount
36 Months -	8%
Discount 60 Months -	12% Discount

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	NONRECURRING CHARGE	MONTHLY RATE
First VCC	\$150.00	
Each additional VCC	50.00	
First VPC	150.00	
Each Additional VPC	50.00	
Subsequent VCC(s) or VPC order charge per order	160.00	

Fixed Rate, Per Port	NONRECURRING CHARGE	MONTHLY RATE
1.544 Mbps	\$161.45	\$255.00
45 Mbps	161.45	418.00
155 Mbps	161.45	760.00

Peak Cell Rate Service, per 64 kbps Increment of total bandwidth	NONRECURRING CHARGE	MONTHLY RATE
1.544 Mbps		\$255.00
45 Mbps		418.00
155 Mbps		760.00

Peak Cell Rate Service, per 1 Mbps Increment of total bandwidth	NONRECURRING CHARGE	MONTHLY RATE
1.544 Mbps		\$28.50
45 Mbps		28.50
155 Mbps		28.50

Peak Cell Rate Service, per 1 Mbps Increment of total bandwidth	NONRECURRING CHARGE	MONTHLY RATE
1.544 Mbps		\$28.50
45 Mbps		28.50
155 Mbps		28.50

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Peak Cell Rate Service, per 1.54 Mbps Increment of total bandwidth	NONRECURRING CHARGE	MONTHLY RATE
45 Mbps		\$38.00
155 Mbps		38.00

Peak Cell Rate Service, per 40.7 Mbps Increment of total bandwidth	NONRECURRING CHARGE	MONTHLY RATE
45 Mbps		\$997.50
155 Mbps		997.50

Peak Cell Rate Service, per 149 Mbps Increment of total bandwidth	NONRECURRING CHARGE	MONTHLY RATE
155 Mbps		\$3,610.00

Unspecified Bit Rate Service, per 64 kbps Increment of total bandwidth	NONRECURRING CHARGE	MONTHLY RATE
1.544 Mbps		\$0.76
45 Mbps		0.76
155 Mbps		0.76

Unspecified Bit Rate Service, per 1 Mbps Increment of total bandwidth	NONRECURRING CHARGE	MONTHLY RATE
1.544 Mbps		\$11.40
45 Mbps		11.40
155 Mbps		11.40

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ATTACHMENT B-2

NO VOLUME OR TERM DISCOUNTS INCLUDED

UNREGULATED TRANSPORT SERVICES

ISDN BRI/PRI PRICING, NON-METERED ELEMENTS

In Region		
SERVICE	NON-RECURRING	RECURRING
CHANNEL SIZE	PRI (23B+D)	PRI (23B+D)
USOC	Multiple/See detailed Pricing Appendices	Multiple/See detailed Pricing Appendices
SERVICE PROVISIONING CHARGES (Per circuit):		
Basic Rate (2B+D)	N/A	N/A
Primary Rate w/ DS1 Transport	\$0.00	\$399.00
Primary Rate w/ DS3 Transport	\$0.00	\$374.00
Primary Rate Configuration (23B+D)	\$1,025.00	\$292.00
Primary Rate Configuration (24B)	\$0.00	\$292.00
Primary Rate Configuration (23B+Back-Up D)	\$1,025.00	\$292.00
CHANNEL TERMINATION CHARGES:		
On-Net, Riding DS-1, POP to Premises	\$0.00	\$109.98
In-Swt'd, Riding DS-1, POP to Premises	\$0.00	\$109.98
In-Dedicated, Riding DS-1, POP to Premises	\$0.00	\$109.98
Out-Swt'd, Riding DS-1, POP to Premises	\$0.00	\$109.98
Out Dedicated, Riding DS-1, POP to Premises	\$0.00	\$109.98
If Self Healing Alternate-Route Protection	\$0.00	\$64.41
If Redundant Pathing Facility to Facility	\$0.00	\$128.82
If Redundant Pathing to Premises	\$0.00	\$64.41
NETWORK ACCESS CHANNEL CHARGES: ¹		
IXC POP Facilities Access	\$0.00	\$20.00
LEC Loop facilities Access	\$0.00	\$0.00
CLEC / CAP Facilities Access	N/A	N/A
Access Coordination	\$0.00	\$0.00
Central Office Connection	N/A	N/A
CHANNEL MANAGEMENT CHARGES: ²		
Monitoring, Management & Documentation Services	\$0.00	\$0.00
SPECIAL FEATURES:		
(Offeror shall add any Special Features, e.g., pipe-to-pipe multiplexing at C/O or POP, Switched 56 kbps, etc. here)	Multiple/See detailed Pricing Appendices	Multiple/See detailed Pricing Appendices

¹ Access charges shall include all charges related to all necessary access of IXC-LEC/CLEC facilities.

² Channel Management Charges (per channel) shall be all charges required to provide the specific services associated with Table 3.1.

NO VOLUME OR TERM DISCOUNTS INCLUDED

UNREGULATED TRANSPORT SERVICES - CABLE-BASED

Ethernet 10 Mbs			Multiple/See detailed Pricing Appendices	\$600.00	\$527.85
Ethernet 100 Mbs			Multiple/See detailed Pricing Appendices	\$600.00	\$903.13
Ethernet 1 Gbs			Multiple/See detailed Pricing Appendices	\$1,200.00	\$4,154.38

CIR: Committed Information Rate (kbps)—OFFEROR SHALL CHANGE ACTUAL TO / FROM USER CIRs AS REQUIRED.

Note: above 30Mbps is fiber based Ethernet

NO VOLUME OR TERM DISCOUNTS INCLUDED

UNREGULATED TRANSPORT SERVICES - xDSL

PORT PARAMETERS (kbps)	TO USER (kbps)	FROM USER Insert speed	USOC	Non-Recurring	Recurring
128	128	896	Multiple/See detailed Pricing Appendices	\$0.00	\$15.00
192	192	896	Multiple/See detailed Pricing Appendices	\$0.00	\$15.00
256	256	896	Multiple/See detailed Pricing Appendices	\$0.00	\$15.00

320	320	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
384	384	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
448	448	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
512	512	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
576	576	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
640	640	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
704	704	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
768	768	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
832	832	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
896	896	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
960	960	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
1024	1024	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00
1536	1024	896	Multiple/See detailed Pricing Appendices	\$0.00	\$28.00

Note: From user is 896 Kbps or better

Local Internet Access (does not include transport/circuit charges)

Mbs	Non-Recurring	Recurring
128	\$0.00	\$9.99
192	\$0.00	\$9.99
256	\$0.00	\$9.99
320	\$0.00	\$9.99
384	\$0.00	\$9.99
448	\$0.00	\$9.99
512	\$0.00	\$9.99
576	\$0.00	\$9.99
640	\$0.00	\$9.99
704	\$0.00	\$9.99
768	\$0.00	\$9.99
832	\$0.00	\$9.99
896	\$0.00	\$9.99
960	\$0.00	\$9.99
1024	\$0.00	\$9.99
1536	\$0.00	\$9.99

Note* Kbps not Mps as labeled above

Long Distance Out bound voice service

Per Month				
Dedicated	In State Intra Lata	In State Inter Lata	Nation Wide	Extends U.S. - AK, HI, PR, USVI
Billing Increments*				
Minutes				

1 - 10,000	0.014	0.014	0.014	0.014
10,001 - 20,000	0.014	0.014	0.014	0.014
20,001 - 30,000	0.014	0.014	0.014	0.014
30,001 - 40,000	0.014	0.014	0.014	0.014
40,001 - 50,000	0.014	0.014	0.014	0.014
50,001 - 60,000	0.014	0.014	0.014	0.014
60,001 - 70,000	0.014	0.014	0.014	0.014
70,001 - 80,000	0.014	0.014	0.014	0.014
80,001 - 90,000	0.014	0.014	0.014	0.014
90,001 - 100,000	0.014	0.014	0.014	0.014
100,001 - 500,000	0.014	0.014	0.014	0.014
500,001 - 1,000,000	0.014	0.014	0.014	0.014
1,000,001 - 5,000,000	0.014	0.014	0.014	0.014
5,000,001 - 10,000,000	0.014	0.014	0.014	0.014
10,000,001 - 15,000,000	0.014	0.014	0.014	0.014
15,000,001 - 20,000,000	0.014	0.014	0.014	0.014
20,000,001 - 25,000,000	0.014	0.014	0.014	0.014
*Billing increments - xx/yy (e.g. 18/6 represents billing increments of 6 seconds with a minimum call length of 18 seconds)				

Long Distance Out bound voice service

Per Month

	In State Intra Lata	In State inter lata	Nation Wide	Extended U.S. - AK, HI, PR, USVI
None dedicated/switched				
Billing Increments*				
Minutes				
1 - 10,000	0.030	0.030	0.017	0.017
10,001 - 20,000	0.030	0.030	0.017	0.017
20,001 - 30,000	0.030	0.030	0.017	0.017
30,001 - 40,000	0.030	0.030	0.017	0.017
40,001 - 50,000	0.030	0.030	0.017	0.017
50,001 - 60,000	0.030	0.030	0.017	0.017
60,001 - 70,000	0.030	0.030	0.017	0.017
70,001 - 80,000	0.030	0.030	0.017	0.017
80,001 - 90,000	0.030	0.030	0.017	0.017
90,001 - 100,000	0.030	0.030	0.017	0.017
100,001 - 500,000	0.030	0.030	0.017	0.017
500,001 - 1,000,000	0.030	0.030	0.017	0.017
1,000,001 - 5,000,000	0.030	0.030	0.017	0.017
5,000,001 - 10,000,000	0.030	0.030	0.017	0.017
10,000,001 - 15,000,000	0.030	0.030	0.017	0.017
15,000,001 - 20,000,000	0.030	0.030	0.017	0.017
20,000,001 - 25,000,000	0.030	0.030	0.017	0.017
*Billing increments - zz/yy (e.g. 18/6 represents billing increments of 6 seconds with a minimum call length of 18 seconds)				

Long Distance In bound voice service

Per Month

	In State Intra Lata	In State inter lata	Nation Wide	Extended U.S. - AK, HI, PR, US VI
Dedicated				
Billing Increments*				
Minutes				
1 - 10,000	0.0391	0.0391	0.0170	0.0170
10,001 - 20,000	0.0391	0.0391	0.0170	0.0170
20,001 - 30,000	0.0391	0.0391	0.0170	0.0170
30,001 - 40,000	0.0391	0.0391	0.0170	0.0170
40,001 - 50,000	0.0391	0.0391	0.0170	0.0170
50,001 - 60,000	0.0391	0.0391	0.0170	0.0170
60,001 - 70,000	0.0391	0.0391	0.0170	0.0170
70,001 - 80,000	0.0391	0.0391	0.0170	0.0170
80,001 - 90,000	0.0391	0.0391	0.0170	0.0170
90,001 - 100,000	0.0391	0.0391	0.0170	0.0170
100,001 - 500,000	0.0391	0.0391	0.0170	0.0170
500,001 - 1,000,000	0.0391	0.0391	0.0170	0.0170
1,000,001 - 5,000,000	0.0391	0.0391	0.0170	0.0170
5,000,001 - 10,000,000	0.0391	0.0391	0.0170	0.0170
10,000,001 - 15,000,000	0.0391	0.0391	0.0170	0.0170
15,000,001 - 20,000,000	0.0391	0.0391	0.0170	0.0170

20,000,001 - 25,000,000	0.0391	0.0391	0.0170	0.0170
*Billing increments - zz/yy (e.g. 18/6 represents billing increments of 6 seconds with a minimum call length of 18 seconds)				

Long Distance In bound voice service				
Per Month				
None-dedicated/switched	In State Intra Lata	In State inter lata	Nation Wide	Extended U.S. - AK, HI, PR, USVI
Billing increments*				
Minutes				
1 - 10,000	0.055	0.055	0.0320	0.0320
10,001 - 20,000	0.055	0.055	0.0320	0.0320
20,001 - 30,000	0.055	0.055	0.0320	0.0320
30,001 - 40,000	0.055	0.055	0.0320	0.0320
40,001 - 50,000	0.055	0.055	0.0320	0.0320
50,001 - 60,000	0.055	0.055	0.0320	0.0320
60,001 - 70,000	0.055	0.055	0.0320	0.0320
70,001 - 80,000	0.055	0.055	0.0320	0.0320
80,001 - 90,000	0.055	0.055	0.0320	0.0320
90,001 - 100,000	0.055	0.055	0.0320	0.0320
100,001 - 500,000	0.055	0.055	0.0320	0.0320
500,001 - 1,000,000	0.055	0.055	0.0320	0.0320
1,000,001 - 5,000,000	0.055	0.055	0.0320	0.0320
5,000,001 - 10,000,000	0.055	0.055	0.0320	0.0320
10,000,001 - 15,000,000	0.055	0.055	0.0320	0.0320
15,000,001 - 20,000,000	0.055	0.055	0.0320	0.0320
20,000,001 - 25,000,000	0.055	0.055	0.0320	0.0320
*Billing increments - zz/yy (e.g. 18/6 represents billing increments of 6 seconds with a minimum call length of 18 seconds)				

International				
Description	Country	City/Mobile	Per Minute	Billing
Country of Termination	Code(s)	Code(s)	Price	increments *
Switched Origination				
Afghanistan	93	N/A	\$0.8535	18/6
Albania	355	N/A	\$0.4104	18/6
Albania - Mobile	355	38, 68, 69	\$0.3243	18/6
Algeria	213	N/A	\$0.3528	18/6
Algeria - Mobile	213	61, 7, 98-99	\$0.3888	18/6
American Samoa	684	N/A	\$0.2304	18/6
Andorra	376	N/A	\$0.1680	18/6
Andorra - Mobile	376	3	\$0.3494	18/6
Angola	244	N/A	\$0.5256	18/6
Angola - Mobile	244	95, 912, 915, 923	\$0.5616	18/6
Anguilla		N/A	\$0.3024	18/6
Anguilla - Mobile		235, 772	\$0.3321	18/6
Antarctica	672	N/A	\$0.5850	18/6
Antigua		N/A	\$0.2671	18/6
Argentina	54	N/A	\$0.1125	18/6
Argentina - Mobile	54	9	\$0.3454	18/6
Armenia	374	N/A	\$0.4464	18/6
Armenia - Mobile	374	7, 9	\$0.4824	18/6
Aruba	297	N/A	\$0.2304	18/6
Aruba - Mobile	297	56, 59, 6, 73, 74, 90, 92-99	\$0.2664	18/6
Ascension Island	247	N/A	\$1.1224	18/6
Australia	61	N/A	\$0.0614	18/6
Australia - Mobile	61	1, 4, 5, 08, 07, 78-79	\$0.2538	18/6
Austria	43	N/A	\$0.1066	18/6
Austria - Mobile	43	454, 650, 660-661, 663-669, 67-69, 8, 9	\$0.3248	18/6
Azerbaijan	994	N/A	\$0.4976	18/6
Azerbaijan - Mobile	994	50, 55	\$0.4976	18/6
Bahamas		N/A	\$0.1440	18/6
Bahrain	973	N/A	\$0.3816	18/6
Bahrain - Mobile	973	9	\$0.4176	18/6
Bangladesh	880	N/A	\$0.4241	18/6

Bangladesh - Mobile	880	1	\$0.6247	18/6
Barbados		N/A	\$0.3024	18/6
		23, 24, 250-		
Barbados - Mobile		254	\$0.3370	18/6
Belarus	375	N/A	\$0.4230	18/6
Belarus - Mobile	375	29	\$0.4500	18/6
Belgium	32	N/A	\$0.0540	18/6
		7, 9, 17-18,		
		27, 33, 45, 47-		
		49, 88, 216,		
Belgium - Mobile	32	446	\$0.2970	18/6
Belize	501	N/A	\$0.3816	18/6
Belize - Mobile	501	6, 802, 822	\$0.5542	18/6
Benin	229	N/A	\$0.3384	18/6
Bermuda		N/A	\$0.1872	18/6
		13, 150-153,		
		159, 17, 500-		
		509, 510-519,		
		520-529, 530-		
Bermuda - Mobile		539, 590-599	\$0.2232	18/6
Bhutan	975	N/A	\$0.7584	18/6
Bolivia	591	N/A	\$0.2873	18/6
Bolivia - Mobile	591	1, 7, 9	\$0.3869	18/6
Bosnia & Herzegovina	387	N/A	\$0.3010	18/6
		61, 63, 65, 66,		
Bosnia & Herzegovina - Mobile	387	90	\$0.4032	18/6
Botswana	267	N/A	\$0.3240	18/6
Brazil	55	N/A	\$0.1440	18/6
		119, 129, 139,		
		149, 159, 169,		
		179, 189, 199,		
		216, 219, 229,		
		249, 259, 279,		
		289, 319, 329,		
		339, 349, 359,		
		369, 379, 389,		
		419, 429, 439,		
		449, 459, 469,		
		479, 489, 499,		
		519, 529, 539,		
		549, 559, 569,		
		579, 589, 599,		
		619, 629, 639,		
		649, 659, 669,		
Brazil - Mobile	55	679, 689, 699	\$0.3022	18/6
		6189, 6281,		
		6289, 6389,		
		6489, 6589,		
		6689, 6789,		
		6889, 6989,		
		7188, 7388,		
		7488, 7588,		
		7788, 7988,		
		8188, 8288,		
		8388, 8488,		
		8588, 8688,		
		8788, 8888,		
		8988, 9188,		
		9189, 9288,		
		9289, 9388,		
		9389, 9488,		
		9489, 9588,		
		9589, 9688,		
		9689, 9788,		
		9888, 9889,		
British Virgin Islands		9988, 9989	\$0.2376	18/6
		4960, 4967,		
		4968, 4969,		
British Virgin Islands - Mobile		499	\$0.1917	18/6
Brunei	673	N/A	\$0.3816	18/6
Brunei - Mobile	673	2, 8, 68	\$0.4176	18/6
Bulgaria	359	N/A	\$0.2520	18/6

Bulgaria - Mobile	359	48, 79, 87-89, 98	\$0.3348	18/6
Burkina Faso	226	N/A	\$0.4176	18/6
Burundi	257	N/A	\$0.8208	18/6
Burundi - Mobile	257	29	\$0.3448	18/6
Cambodia	855	N/A	\$0.9216	18/6
Cambodia - Mobile	855	1	\$0.9576	18/6
Cameroon	237	N/A	\$0.3967	18/6
Cameroon - Mobile	237	7, 9	\$0.5929	18/6
Canada	1	N/A	\$0.0449	18/6
Cape Verde Islands	238	N/A	\$0.4770	18/6
Cayman Islands		N/A	\$0.2160	18/6
Central African Republic	236	N/A	\$0.7942	18/6
Chad	235	N/A	\$1.2494	18/6
Chad - Mobile	235	24	\$0.8972	18/6
Chile	56	N/A	\$0.1632	18/6
Chile - Mobile	56	1, 8, 9, 26-27, 68-69, 300, 568, 569, 600	\$0.3402	18/6
China	86	N/A	\$0.1642	18/6
China - Mobile	86	13, 140, 886	\$0.2664	18/6
Christmas & Cocos Islands	61	89162, 89164	\$0.1366	18/6
Colombia	57	N/A	\$0.1778	18/6
Colombia - Mobile	57	3	\$0.3096	18/6
Comoros	269	N/A	\$0.6696	18/6
Comoros - Mobile	269	3, 9	\$0.6480	18/6
Congo, Republic of	242	N/A	\$0.5292	18/6
Cook Islands	682	N/A	\$5.4000	18/6
Cook Islands - Mobile	682	60-61, 64-65	\$4.6980	18/6
Costa Rica	506	N/A	\$0.2268	18/6
Costa Rica - Mobile	506	1, 3, 283-284	\$0.2628	18/6
Croatia	385	N/A	\$0.2873	18/6
Croatia - Mobile	385	9	\$0.3606	18/6
Cuba	53	N/A	\$0.9180	18/6
Cuba - Guantanamo Bay	53	9	\$1.0080	18/6
Cyprus	357	N/A	\$0.3024	18/6
Cyprus - Mobile	357	9, 70	\$0.4102	18/6
Czech Republic	420	N/A	\$0.2376	18/6
Czech Republic - Mobile	420	60, 72-73, 77, 93, 961-966	\$0.3246	18/6
Denmark	45	N/A	\$0.1080	18/6
Denmark - Mobile	45	2, 30-31, 40-41, 50-52, 60-61, 70, 77, 88, 90, 922	\$0.2880	18/6
Diego Garcia	246	N/A	\$2.7180	18/6
Djibouti	253	N/A	\$0.5263	18/6
Djibouti - Mobile	253	80	\$0.7063	18/6
Dominica		N/A	\$0.3134	18/6
Dominican Republic		N/A	\$0.1778	18/6
DR - Mobile	670	204, 222, 223, 224, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 264, 265, 267, 268, 269, 270, 271, 272, 280, 281, 282, 283, 292, 293, 299, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 321, 322, 323, 324, 325, 326, 327, 330, 340, 341, 342, 3	\$0.2160	18/6
East Timor	593	N/A	\$3.6000	18/6
Ecuador		N/A	\$0.2668	18/6

Ecuador - Mobile	593	9	\$0.3672	18/6
Egypt	20	N/A	\$0.3283	18/6
Egypt - Mobile	20	12-Oct	\$0.4608	18/6
El Salvador	503	N/A	\$0.2189	18/6
El Salvador - Mobile	503	7-9, 38-39	\$0.2518	18/6
Equatorial Guinea	240	N/A	\$0.9648	18/6
Eritrea	291	N/A	\$0.6703	18/6
Estonia	372	N/A	\$0.3096	18/6
Estonia - Mobile	372	5	\$0.4918	18/6
Ethiopia	251	N/A	\$0.6120	18/6
Ethiopia - Mobile	251	9	\$0.6480	18/6
Faeroe Islands	298	N/A	\$0.2760	18/6
Falkland Islands (Islas Malvinas)	500	N/A	\$1.1250	18/6
Fiji Islands	679	N/A	\$0.5220	18/6
Fiji Islands - Mobile	679	13	\$0.6539	18/6
Finland	358	N/A	\$0.1080	18/6
Finland - Mobile	358	4, 50	\$0.2340	18/6
France	33	N/A	\$0.0540	18/6
France - Mobile	33	36, 6, 836	\$0.2662	18/6
French Antilles (incl. Martinique)	596	N/A	\$0.2736	18/6
French Guiana	594	N/A	\$0.3564	18/6
French Polynesia	689	N/A	\$0.4976	18/6
Gabon Republic	241	N/A	\$0.4248	18/6
		03-09, 2, 3, 41, 51-53, 57, 61, 63, 68, 75, 80, 81, 84, 87, 89, 91, 94 ,		
Gabon Republic - Mobile	241	95, 97	\$0.4608	18/6
Gambia	220	N/A	\$0.3672	18/6
Gambia - Mobile	220	9	\$0.5189	18/6
Georgia	995	N/A	\$0.5294	18/6
		32, 77, 93, 97,		
Georgia - Mobile	995	99,	\$0.5506	18/6
Germany	49	N/A	\$0.0540	18/6
		1, 700, 701,		
Germany - Mobile	49	800, 900	\$0.2970	18/6
Ghana	233	N/A	\$0.3312	18/6
Ghana - Mobile	233	20, 24, 27-28	\$0.3672	18/6
Gibraltar	350	N/A	\$0.3812	18/6
Gibraltar- Mobile	350	54, 56-58	\$0.4342	18/6
Greece	30	N/A	\$0.1300	18/6
Greece - Mobile	30	6, 9	\$0.2662	18/6
Greenland	299	N/A	\$0.7650	18/6
Greenland - Mobile	299	4, 5	\$0.7650	18/6
Grenada		N/A	\$0.3254	18/6
		403-409, 414- 419, 441, 449,		
Grenada - Mobile		456-459	\$0.3614	18/6
Guadeloupe	590	N/A	\$0.2808	18/6
Guadeloupe - Mobile	590	690	\$0.4630	18/6
Guatemala	502	N/A	\$0.2189	18/6
		20-21, 29, 30- 31, 40-41, 49, 50-51, 59, 60- 61, 69, 70-71, 79, 80-81, 90- 91, 228, 277- 279, 328, 377- 379, 39, 427, 428, 470, 528, 628, 677-679, 728, 779, 828, 861, 863, 865, 879, 883, 892, 928, 929, 979,		
Guatemala - Mobile	502	983	\$0.3276	18/6
Guinea	224	N/A	\$0.4320	18/6
Guinea - Mobile	224	11, 12, 13, 40	\$0.5758	18/6
Guinea-Bissau	245	N/A	\$1.4189	18/6
Guinea-Bissau - Mobile	245	29, 87	\$2.2500	18/6

Guyana	592	N/A	\$0.5280	18/6
		1-2, 304, 374, 384, 394, 48,		
Guyana - Mobile	592	5-6, 888	\$0.6075	18/6
Haiti	509	N/A	\$0.3706	18/6
		251, 3-4, 6,		
Haiti - Mobile	509	851, 9	\$0.4342	18/6
Haiti - Special Services	509	5	\$0.5400	18/6
Honduras	504	N/A	\$0.4500	18/6
Honduras - Mobile	504	9	\$0.5220	18/6
Hong Kong	852	N/A	\$0.1150	18/6
		1, 2, 17, 48,		
Hong Kong - Mobile	852	49, 6-9	\$0.1656	18/6
Hungary	36	N/A	\$0.0836	18/6
		20, 30, 50, 60,		
Hungary - Mobile	36	70	\$0.3502	18/6
Iceland	354	N/A	\$0.2520	18/6
		38-39, 61-69, 82, 84-87, 89,		
Iceland - Mobile	354	9	\$0.3745	18/6
India	91	N/A	\$0.2610	18/6
India - Mobile	91	94, 98	\$0.4176	18/6
Indonesia	62	N/A	\$0.1215	18/6
Indonesia - Mobile	62	8, 28	\$0.3238	18/6
INMARSAT - Atlantic East	871	N/A	\$6.3000	18/6
INMARSAT - Atlantic West	874	N/A	\$6.3000	18/6
INMARSAT - Indian	873	N/A	\$6.3000	18/6
INMARSAT - Pacific	872	N/A	\$6.3000	18/6
International Networks	882	N/A	\$4.2353	18/6
Iran	98	N/A	\$0.4651	18/6
Iran - Mobile	98	9	\$0.6264	18/6
Iraq	964	N/A	\$0.7835	18/6
Ireland	353	N/A	\$0.1080	18/6
		0, 1520, 1530, 1540, 1550, 1559, 1560, 1570, 1580, 3,		
Ireland - Mobile	353	8, 56	\$0.3150	18/6
Iridium	881	N/A	\$3.6529	18/6
Israel	972	N/A	\$0.0630	18/6
Israel - Mobile	972	5, 6, 9	\$0.1726	18/6
Italy	39	N/A	\$0.0529	18/6
Italy - Mobile	39	3	\$0.2835	18/6
Ivory Coast	225	N/A	\$0.5335	18/6
Ivory Coast - Mobile	225	0, 8, 9	\$0.6408	18/6
Jamaica		N/A	\$0.3215	18/6
		210-217, 219, 30, 310, 312- 319, 320-322, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 468, 49, 695- 699, 700, 707, 77-79, 80, 87, 88, 909, 919, 97-98, 990, 995, 997, 999		
Jamaica - Mobile		999	\$0.4553	18/6
Japan	81	N/A	\$0.0656	18/6
		10, 20, 30, 3100-3116, 3118-3199, 40, 50, 60, 6100-6116, 6118-6199,		
Japan - Mobile	81	70, 80, 90	\$0.3023	18/6
Jordan	962	N/A	\$0.4651	18/6
Jordan - Mobile	962	77, 79, 95, 96	\$0.5352	18/6
Kazakhstan	7	30, 31, 32	\$0.1984	18/6

Kazakhstan - Mobile	7	300, 33, 570-571, 573	\$0.2650	18/6
Kenya	254	N/A	\$0.4320	18/6
Kenya - Mobile	254	7,9	\$0.4680	18/6
Kiribati	686	N/A	\$0.9212	18/6
Kiribati - Mobile	686	0	\$1.1250	18/6
Korea, North	850	N/A	\$0.8208	18/6
Korea, South	82	N/A	\$0.1222	18/6
Korea, South - Mobile	82	1, 27, 67	\$0.1510	18/6
Kuwait	965	N/A	\$0.3830	18/6
Kuwait - Mobile	965	0, 1, 5-9	\$0.5328	18/6
Kyrgyzstan	996	N/A	\$0.2531	18/6
Kyrgyzstan - Mobile	996	3	\$0.4658	18/6
Laos	856	N/A	\$0.8304	18/6
Laos - Mobile	856	20	\$1.0397	18/6
Latvia	371	N/A	\$0.3010	18/6
Latvia - Mobile	371	9	\$0.4492	18/6
Lebanon	961	N/A	\$0.4378	18/6
Lebanon - Mobile	961	3	\$0.5198	18/6
Lesotho	266	N/A	\$0.4392	18/6
Lesotho - Mobile	266	8, 588	\$0.4752	18/6
Liberia	231	N/A	\$0.3312	18/6
Liberia - Mobile	231	33, 226-229	\$0.6982	18/6
Libya	218	N/A	\$0.4464	18/6
Liechtenstein	423	N/A	\$0.1300	18/6
Liechtenstein - Mobile	423	6, 7	\$0.1958	18/6
Lithuania	370	N/A	\$0.3010	18/6
Lithuania - Mobile	370	6, 8, 9	\$0.4953	18/6
Luxembourg	352	N/A	\$0.1080	18/6
Luxembourg - Mobile	352	021, 028, 091, 098, 21, 28, 68, 91, 98	\$0.3150	18/6
Macau	853	N/A	\$0.4024	18/6
Macau - Mobile	853	66, 68	\$0.4464	18/6
Macedonia	389	N/A	\$0.3096	18/6
Macedonia - Mobile	389	7	\$0.4230	18/6
Madagascar	261	N/A	\$1.2672	18/6
Madagascar - Mobile	261	3, 7	\$1.3032	18/6
Malawi	265	N/A	\$0.3456	18/6
Malawi - Mobile	265	8, 9	\$0.3816	18/6
Malaysia	60	N/A	\$0.0667	18/6
Malaysia - Mobile	60	1	\$0.1726	18/6
Maldives	960	N/A	\$0.6864	18/6
Maldives - Mobile	960	95	\$2.2500	18/6
Mali Republic	223	N/A	\$0.5616	18/6
Mali Republic - Mobile	223	277, 671	\$0.4782	18/6
Malta	356	N/A	\$0.2952	18/6
Malta - Mobile	356	5, 7, 9	\$0.3312	18/6
Marshall Islands	692	N/A	\$0.6750	18/6
Mauritania	222	N/A	\$0.5184	18/6
Mauritius	230	N/A	\$0.5824	18/6
Mayotte Island	269	60-64	\$0.6696	18/6
Mayotte Island - Mobile	269	65-69	\$0.8518	18/6

	33, 550, 5513, 5515-5518, 5520, 5523, 5524, 5527- 5529, 5532- 5549, 5556- 5557, 5560- 5584, 5586- 5590, 5592- 5599, 5510- 5512, 5514, 5519, 5521- 5522, 5525- 5526, 5530- 5531, 5550- 5555, 5558- 5559, 5585, 5591, 8110, 8180-8184, 8186-8187, 810, 8111- 8179, 8185, 8188-		
Mexico Step 1-3	52	\$0.1150	18/6
	744, 449, 461, 614, 777, 656, 462, 477, 222, 442, 444, 378, 664, 871, 271- 272, 311-312, 351-352, 392, 452, 473, 493, 595, 613, 618, 622, 644, 668- 669, 722, 735, 775, 834, 844, 866-868, 899, 921, 951, 961, 228-229, 231- 232, 238, 284, 287, 314, 317, 322, 494, 591, 612, 624, 626-627, 631- 633, 639, 641	52	\$0.1154
Mexico Step 4-7			18/6
	642, 645-646, 653, 661-662, 665, 676, 713- 715, 721, 726- 728, 732-733, 736, 747, 754- 758, 762, 771, 773, 779, 782- 783, 786, 791, 823, 828-829, 831, 833, 841- 842, 861, 877- 878, 891-892, 916-917, 922, 938, 958, 965, 967-968, 971, 981, 983, 986- 987, 993, 9	52	\$0.1260
Mexico Step 8			18/6
Micronesia	691	N/A	\$0.5130
Moldova	373	N/A	\$0.3967
Moldova - Mobile	373	8, 9	\$0.7729
Monaco	377	N/A	\$0.1080
Monaco - Mobile	377	3, 4, 6, 7	\$0.3494
Mongolia	976	N/A	\$0.8640
Montserrat		N/A	\$0.3420
Montserrat - Mobile		349, 492, 493, 495, 496, 773	\$0.5130
Morocco	212	N/A	\$0.4129

Morocco - Mobile	212	1, 6, 7	\$0.4673	18/6
Mozambique	258	N/A	\$0.4549	18/6
Mozambique - Mobile	258	82	\$0.5760	18/6
Myanmar (Formerly Burma)	95	N/A	\$1.0906	18/6
Namibia	264	N/A	\$0.4950	18/6
Namibia - Mobile	264	81	\$0.4032	18/6
Nauru	674	N/A	\$1.4400	18/6
Nauru - Mobile	674	8	\$2.2235	18/6
Nepal	977	N/A	\$0.5544	18/6
Netherlands	31	N/A	\$0.0540	18/6
Netherlands - Mobile	31	6, 8, 9	\$0.3420	18/6
Netherlands Antilles	599	N/A	\$0.2435	18/6
Netherlands Antilles - Mobile	599	2, 3180, 4-6, 78-79, 95-96	\$0.3282	18/6
New Caledonia	687	N/A	\$0.6048	18/6
New Zealand	64	N/A	\$0.1300	18/6
New Zealand - Mobile	64	2, 8, 900	\$0.3033	18/6
Nicaragua	505	N/A	\$0.3060	18/6
Nicaragua - Mobile	505	3, 5-9, 214	\$0.3420	18/6
Niger Republic	227	N/A	\$0.5136	18/6
Niger Republic - Mobile	227	8, 9	\$0.3613	18/6
Nigeria	234	N/A	\$0.4230	18/6
		128, 1290, 1320, 1342, 1460, 147, 1490, 1497, 1759, 177, 470, 52450, 774, 775, 80, 8244, 84570, 90, 9670,		
Nigeria - Mobile	234	9671	\$0.5026	18/6
Niue	683	N/A	\$2.2680	18/6
Niue - Mobile	683	2, 5, 7-9	\$2.2680	18/6
Norfolk Island	672	3	\$1.7894	18/6
Norway	47	N/A	\$0.1080	18/6
Norway - Mobile	47	4, 7-9	\$0.2223	18/6
Oman	968	N/A	\$0.4860	18/6
Oman - Mobile	968	93	\$0.5220	18/6
Pakistan	92	N/A	\$0.5400	18/6
Pakistan - Mobile	92	3	\$0.5328	18/6
Palau, Republic of	680	N/A	\$0.5400	18/6
Palestine	970	N/A	\$0.1510	18/6
Palestine Mobile	970	5	\$0.2025	18/6
Panama	507	N/A	\$0.3010	18/6
		5, 6, 8, 75, 99, 208-209, 218- 219, 408, 418,		
Panama - Mobile	507	708, 718	\$0.3456	18/6
Papua New Guinea	675	N/A	\$0.3600	18/6
Papua New Guinea - Mobile	675	20	\$1.8000	18/6
Paraguay	595	N/A	\$0.3312	18/6
		9, 769, 871,		
Paraguay - Mobile	595	873	\$0.3851	18/6
Peru	51	N/A	\$0.2285	18/6
		17-19, 246, 346, 349, 419, 429, 439, 446, 449, 519, 529, 539, 546, 549, 569, 619, 629, 639, 646, 649, 659, 669, 679, 729, 739, 746, 749, 769, 829, 839, 846, 849,		
Peru - Mobile	51	946, 949	\$0.3382	18/6
Philippines	63	N/A	\$0.2070	18/6

		9,27,30, 35 - 36, 40, 42-47, 50, 52, 54, 56, 60, 62, 64, 65, 70, 72, 80, 85, 241-242, 291,		
Philippines - Mobile	63	1335	\$0.3330	18/6
Poland	48	N/A	\$0.0784	18/6
		20, 39, 50, 60, 64, 69, 70, 80, 90, 98, 99	\$0.3650	18/6
Poland - Mobile	48			
Portugal	351	N/A	\$0.0688	18/6
		67, 169, 189, 470, 669,		
Portugal - Mobile	351	6981	\$0.2970	18/6
Qatar	974	N/A	\$0.5670	18/6
		22, 53, 55, 58- 59	\$0.6300	18/6
Qatar - Mobile	974			
Reunion Island	262	N/A	\$0.6671	18/6
Reunion Island - Mobile	262	692	\$0.7222	18/6
Romania	40	N/A	\$0.1980	18/6
Romania - Mobile	40	9-Jul	\$0.4234	18/6
Russia	7	N/A	\$0.1915	18/6
Russia - Mobile	7	90, 91, 92	\$0.2520	18/6
Rwanda	250	N/A	\$0.6216	18/6
San Marino	378	N/A	\$0.1424	18/6
San Marino - Mobile	378	6	\$2.0250	18/6
Sao Tome	239	N/A	\$2.0250	18/6
Saudi Arabia	966	N/A	\$0.3967	18/6
		54-55, 8, 94- 95	\$0.5544	18/6
Saudi Arabia - Mobile	966			
Senegal Republic	221	N/A	\$0.5335	18/6
Senegal Republic - Mobile	221	53-58, 6	\$0.6565	18/6
Seychelles Islands	248	N/A	\$0.7404	18/6
Seychelles Islands - Mobile	248	5, 7	\$0.4998	18/6
Sierra Leone	232	N/A	\$0.5850	18/6
		1, 23, 30, 76, 90	\$0.5436	18/6
Sierra Leone - Mobile	232			
Singapore	65	N/A	\$0.1573	18/6
Singapore - Mobile	65	7, 9	\$0.2160	18/6
Slovak Republic	421	N/A	\$0.2326	18/6
Slovak Republic - Mobile	421	9	\$0.3606	18/6
Slovenia	386	N/A	\$0.2520	18/6
		40, 41, 50, 609, 7	\$0.4024	18/6
Slovenia - Mobile	386			
Solomon Islands	677	N/A	\$1.3500	18/6
Solomon Islands - Mobile	677	1, 8, 9	\$1.8000	18/6
Somalia	252	N/A	\$1.3235	18/6
South Africa	27	N/A	\$0.0900	18/6
South Africa - Mobile	27	3, 8, 72-74	\$0.3382	18/6
Spain	34	N/A	\$0.0540	18/6
Spain - Mobile	34	3, 5-8, 90	\$0.3389	18/6
Sri Lanka	94	N/A	\$0.5184	18/6
Sri Lanka - Mobile	94	7	\$0.5544	18/6
St. Helena	290	N/A	\$0.9106	18/6
St. Kitts/Nevis		N/A	\$0.2729	18/6
St. Kitts/Nevis - Mobile		662, 663	\$0.4242	18/6
St. Lucia		N/A	\$0.2808	18/6
		284-287, 384, 460, 461, 484- 489, 518-520, 584, 714-720	\$0.4712	18/6
St. Lucia - Mobile				
St. Pierre/Miquelon	508	N/A	\$0.2688	18/6
St. Vincent/Grenadines		N/A	\$0.3336	18/6
		430, 431, 432, 454, 455, 493, 526-529, 530, 531, 593	\$0.4417	18/6
St. Vincent/Grenadines - Mobile				
Sudan	249	N/A	\$0.6336	18/6
		121, 122, 123, 129	\$0.4995	18/6
Sudan - Mobile	249			

Suriname	597	N/A	\$0.6468	18/6
Suriname - Mobile	597	1, 7, 8	\$0.6008	18/6
Swaziland	268	N/A	\$0.2952	18/6
Swaziland - Mobile	268	60, 61, 62	\$0.3312	18/6
Sweden	46	N/A	\$0.0900	18/6
		7, 10, 20, 124, 126, 127, 129, 252, 376, 450, 458, 518, 519, 592, 593, 595, 596, 673, 674, 675, 900, 939,		
Sweden - Mobile	46	944	\$0.3282	18/6
Switzerland	41	N/A	\$0.0540	18/6
		20, 40, 50, 74- 79, 80, 86, 89-		
Switzerland - Mobile	41	90, 99	\$0.3918	18/6
Syrian Arab Republic	963	N/A	\$0.5328	18/6
Syrian Arab Republic - Mobile	963	93, 94	\$0.5688	18/6
Taiwan	886	N/A	\$0.1150	18/6
Taiwan - Mobile	886	9, 60, 70	\$0.1510	18/6
Tajikistan	992	N/A	\$0.3812	18/6
Tajikistan - Mobile	992	90	\$0.3812	18/6
Tanzania	255	N/A	\$0.4860	18/6
Tanzania - Mobile	255	74	\$0.5832	18/6
Thailand	66	N/A	\$0.1292	18/6
		1, 6, 8, 9, 40, 50, 51, 70-72,		
Thailand - Mobile	66	78, 79	\$0.2952	18/6
Togo	228	N/A	\$0.5436	18/6
Tokelau	690	N/A	\$1.8090	18/6
Tokelau - Mobile	690	8-May	\$1.8360	18/6
Tonga Islands	676	N/A	\$0.5537	18/6
Tonga Islands - Mobile	676	56	\$0.5027	18/6
Trinidad & Tobago		N/A	\$0.3010	18/6
		620, 68, 678, 739, 75, 76, 77, 848, 874, 899, 920, 938		
Trinidad & Tobago - Mobile			\$0.2986	18/6
Tunisia	216	N/A	\$0.3918	18/6
Tunisia - Mobile	216	52, 72, 9	\$0.3918	18/6
Turkey	90	N/A	\$0.2736	18/6
Turkey - Mobile	90	5, 900	\$0.3398	18/6
Turkmenistan	993	N/A	\$0.6035	18/6
Turkmenistan - Mobile	993	31-34	\$0.6035	18/6
Turks & Caicos		N/A	\$0.4024	18/6
		231, 232, 241, 242, 249		
Turks & Caicos - Mobile			\$0.4455	18/6
Tuvalu	688	N/A	\$2.0118	18/6
Tuvalu - Mobile	688	8-Jun	\$4.9680	18/6
Uganda	256	N/A	\$0.3967	18/6
Uganda - Mobile	256	3, 7	\$0.4464	18/6
Ukraine	380	N/A	\$0.2462	18/6
Ukraine - Mobile	380	5, 6, 931	\$0.3600	18/6
United Arab Emirates	971	N/A	\$0.4342	18/6
United Arab Emirates - Mobile	971	50	\$0.5850	18/6
United Kingdom	44	N/A	\$0.0518	18/6
United Kingdom - Mobile	44	0, 3-9	\$0.3600	18/6
Uruguay	598	N/A	\$0.3240	18/6
Uruguay - Mobile	598	9	\$0.3600	18/6
Uzbekistan	998	N/A	\$0.2531	18/6
Vanatu - Mobile	678	7-May	\$2.1389	18/6
Vanatu, Republic of	678	N/A	\$1.3702	18/6
Venezuela	58	N/A	\$0.1984	18/6
		4, 12, 14-18,		
Venezuela - Mobile	58	23	\$0.3454	18/6
Vietnam	84	N/A	\$0.4500	18/6

		9, 80, 81, 85, 88, 89, 692, 693, 694, 6955, 6966, 6977, 6988		
Vietnam - Mobile	84		\$0.5400	18/6
Wallis & Futuna Islands	681	N/A	\$2.2680	18/6
Western Samoa	685	N/A	\$0.5718	18/6
Yemen Arab Republic	967	N/A	\$0.5054	18/6
Yemen Arab Republic - Mobile	967	79	\$0.5882	18/6
Yugoslavia - Mobile	381	6	\$0.3960	18/6
Yugoslavia (incl. Serbia)	381	N/A	\$0.3488	18/6
Zaire, Republic of	243	N/A	\$0.5718	18/6
Zaire, Republic of - Mobile	243	7, 8, 9, 22	\$0.6882	18/6
Zambia	260	N/A	\$0.3967	18/6
		9570, 9643, 9675, 9676, 9678, 9686, 9690, 9777, 9778, 9779		
Zambia - Mobile	260		\$0.4464	18/6
Zimbabwe	263	N/A	\$0.3240	18/6
Zimbabwe- Mobile	263	11, 23, 91	\$0.4565	18/6

* Billing increments - xx/yy (e.g. 18/6 represents billing increments of 6 seconds with a minimum call length of 18 seconds)

DESCRIPTION	Per Use Price
DIRECTORY ASSISTANCE	
INTERSTATE	\$1.15
INTRASTATE	\$1.15

Ethernet Access		
Speed	Monthly Price	Non-Recurring
• 5 Mbps	\$281.00	\$0.00
• 10 Mbps	\$ 504.00	\$0.00
• 20 Mbps	\$ 542.00	\$0.00
• 30 Mbps	\$ 579.00	\$0.00
• 40 Mbps	\$ 617.00	\$0.00
• 50 Mbps	\$ 654.00	\$0.00
• 60 Mbps	\$ 692.00	\$0.00
• 70 Mbps	\$ 729.00	\$0.00
• 80 Mbps	\$ 767.00	\$0.00
• 90 Mbps	\$ 804.00	\$0.00
• 100 Mbps	\$ 840.00	\$0.00
• 200 Mbps	\$ 1,170.00	\$0.00
• 300 Mbps	\$ 1,500.00	\$0.00
• 400 Mbps	\$ 1,830.00	\$0.00
• 500 Mbps	\$ 2,159.00	\$0.00
• 600 Mbps	\$ 2,489.00	\$0.00
• 700 Mbps	\$ 2,819.00	\$0.00
• 800 Mbps	\$ 3,149.00	\$0.00
• 900 Mbps	\$ 3,479.00	\$0.00
• 1,000 Mbps	\$ 3,808.00	\$0.00

Tier-1 Internet Access (does not include transport/circuit charges)		
Mbps	Non-Recurring	Recurring
0 - 1	\$0.00	\$74 to \$144
1 - 2	\$0.00	\$175.50
2 - 3	\$0.00	\$175.50
3 - 4	\$0.00	\$234.00
4 - 5	\$0.00	\$234.00
5 - 10	\$0.00	\$429.00
11 - 15	\$0.00	\$492.05
15 - 20	\$0.00	\$586.56
20 - 25	\$0.00	\$586.56
25 - 30	\$0.00	\$879.84

30 - 35	\$0.00	\$879.84
35 - 40	\$0.00	\$1,170.00
40 - 45	\$0.00	\$1,170.00
45 - 55	\$0.00	\$1,462.50
55 - 65	\$0.00	\$1,716.00
65 - 75	\$0.00	\$2,002.00
75 - 85	\$0.00	\$2,288.00
85 - 95	\$0.00	\$2,515.50

VOLUME DISCOUNT PERCENTAGE

As described in term and conditions

CS Volume Discount Table (Offers shall complete this table for each CS Category offered)

Annual Run Rate	Category 1 (% discount from the CS Base Rate)	Category 2 (% discount from the CS Base Rate)	Category 3 (% discount from the CS Base Rate)
\$0-\$250,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$250,000.00 - \$500,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$500,000.00 - \$1,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$1,000,000.00 - \$2,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$2,000,000.00 - \$3,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$3,000,000.00 - \$5,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$5,000,000.00- \$7,500,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$7,500,000.00 - \$10,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$10,000,000.00 - \$12,500,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$12,500,000.00 - \$15,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$15,000,000.00 - \$20,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product

\$20,000,000.00 - \$25,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$25,000,000.00 - \$30,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
\$30,000,000.00 - \$40,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product
More Than - \$40,000,000.00	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product	Volume Discount included in Base Rate, varies by product

Note: Volume discounts vary by product.

TERM DISCOUNT PERCENTAGE

As described in term and conditions

Term Discount Table (Offers shall complete this table for each Service Category offered)

Cat. No.	CS Category	3 Yr Term Discount	5 Yr Term Discount
1	REGULATED SERVICES	35%	40%
2	UNREGULATED TRANSPORT SERVICES	52%	55%
3	UNREGULATED VALUE-ADDED SERVICES	38%	41%

ATTACHMENT D



Month	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14	Jul-14
Flex	0	0	0	0	0	0	0	0	40,000	58,000	84,000	98,500
Software	0	0	0	0	0	0	0	0	30,000	48,000	68,000	88,000
Cloud	0	0	0	0	0	0	0	0	14,000	23,000	32,000	41,000
Bandwidth	0	0	0	0	0	0	0	0	8,500	38,500	54,000	68,500
Wholesale	0	0	0	0	0	0	0	0	0	0	0	0
Wholesale Install	0	0	0	0	0	0	0	0	12,000	18,000	24,000	30,000
Co-location	0	0	0	0	0	0	0	0	7,500	10,000	12,500	15,000
Consulting	0	0	0	0	0	0	0	0	0	0	0	0
Income	0	0	0	0	0	0	0	48,500	127,500	195,500	274,500	341,000
Flex Network	0	0	0	0	0	0	0	0	11,200	16,240	23,520	27,580
Trunc's	0	0	0	0	0	0	0	0	2,143	3,107	4,500	5,277
Software	0	0	0	0	0	0	0	0	12,000	19,200	27,200	35,200
Cloud Network	0	0	0	0	0	0	0	0	3,920	6,440	8,960	11,480
Seats and Service	0	0	0	0	0	0	0	0	4,789	7,868	10,947	14,026
Bandwidth	0	0	0	0	0	0	0	0	6,720	10,780	15,120	19,180
Wholesale	0	0	0	0	0	0	0	0	0	0	0	0
Fiber	0	0	0	0	0	0	0	0	8,500	8,500	12,750	12,750
Commissions	0	0	0	0	0	1,500	2,250	8,313	18,188	24,438	34,313	42,625
G&A	0	12,505	12,505	29,588	32,922	64,172	110,002	122,501	129,168	126,251	162,500	162,500
Space	0	0	0	0	0	0	0	0	0	0	0	0
SalesForce.com	0	0	0	0	0	0	0	1,500	1,625	1,813	1,875	1,875
Community Events	0	0	0	0	0	0	0	0	0	1,000	1,000	1,000
Utilities	0	0	0	0	0	0	0	2,500	2,500	2,525	2,550	2,576
Misc	0	0	0	0	0	45	135	499	1,091	1,466	2,059	2,558
Travel	0	0	0	0	0	0	0	0	1,000	1,000	1,000	1,000
Marketing	0	0	0	0	0	75	150	831	1,819	2,444	3,431	4,263
Entertainment	0	0	0	0	0	60	90	333	728	978	1,373	1,705
Office Supplies	0	0	0	0	0	0	0	500	500	500	500	1,000
Legal	0	0	0	0	0	10,000	10,000	10,000	10,000	10,000	10,000	10,000
Professional Services	0	0	0	0	0	0	0	500	500	2,000	2,000	2,000
Insurance	0	0	2,500	4,000	4,500	8,500	11,000	11,000	11,000	10,500	11,000	11,000
FICA	0	957	957	2,264	2,519	4,909	8,415	9,371	9,881	9,658	12,431	12,431
Debt	0	0	0	0	0	0	0	0	0	154,279	4,279	4,279
Cost	0	13,462	25,962	45,852	50,840	89,381	145,367	190,508	237,271	420,986	353,308	386,304
Balance	0	-13,462	-25,962	-45,852	-50,840	-89,381	-145,367	-142,008	-109,771	-225,486	-78,808	-45,304
Cash	-13,462	-39,423	-85,275	-136,115	-225,496	-370,863	-512,871	-622,642	-926,936	-972,240		



Month	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15
Flex	123,500	146,500	171,500	196,500	221,500	246,500	271,500	301,000	329,500	358,000	383,500	411,500
Software	112,000	136,000	161,000	188,000	215,000	244,000	271,000	304,000	336,000	366,000	398,000	430,000
Cloud	52,000	65,000	78,000	91,000	104,000	117,000	130,000	146,000	163,000	180,000	194,000	208,000
Bandwidth	86,000	105,000	124,000	141,500	160,500	179,500	198,500	222,000	245,500	269,000	292,500	316,000
Wholesale	24,000	52,000	84,000	116,000	148,000	180,000	212,000	244,000	276,000	308,000	340,000	372,000
Wholesale Install	36,000	42,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000	48,000
Co-location	16,250	17,500	18,750	20,000	21,250	22,500	23,750	25,000	25,000	28,000	31,000	35,000
Consulting												
Income	449,750	564,000	685,250	801,000	918,250	1,037,500	1,154,750	1,290,000	1,423,000	1,557,000	1,687,000	1,820,500
Flex Network	34,580	41,020	48,020	55,020	62,020	69,020	76,020	84,280	92,260	100,240	107,380	115,220
Trunc's	6,616	7,848	9,188	10,527	11,866	13,205	14,545	16,125	17,652	19,179	20,545	22,045
Software	44,800	54,400	64,400	75,200	86,000	97,600	108,400	121,600	134,400	146,400	159,200	172,000
Cloud Network	14,560	18,200	21,840	25,480	29,120	32,760	36,400	40,880	45,640	50,400	54,320	58,240
Seats and Service	17,789	22,237	26,684	31,132	35,579	40,026	44,474	49,947	55,763	61,579	66,368	71,158
Bandwidth	24,080	29,400	34,720	39,620	44,940	50,260	55,580	62,160	68,740	75,320	81,900	88,480
Wholesale	19,800	42,900	69,300	95,700	122,100	148,500	174,900	201,300	227,700	254,100	280,500	306,900
Fiber	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000	17,000
Commissions	53,219	64,000	75,156	85,625	96,281	107,188	117,844	130,750	143,375	156,125	168,375	181,063
G&A	162,500	162,500	167,917	167,917	167,917	178,917	225,167	225,167	225,167	236,833	338,333	345,000
Space	0	0	0	0	0	0	0	0	0	0	23,333	23,333
SalesForce.com	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	1,875	3,750	3,750
Community Events	0	0	0	2,200	0	0	0	0	0	1,000	3,000	3,000
Utilities	2,602	2,628	2,654	2,680	2,707	2,734	2,762	2,789	2,817	2,845	5,374	5,427
Misc	3,373	4,230	5,139	6,008	6,887	7,781	8,661	9,675	10,673	11,678	12,653	13,654
Travel	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	10,000	15,000
Marketing	5,622	7,050	8,566	10,013	11,478	12,969	14,434	16,125	17,788	19,463	21,088	22,756
Entertainment	2,249	2,820	3,426	4,005	4,591	5,188	5,774	6,450	7,115	7,785	8,435	9,103
Office Supplies	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	2,000	3,000
Legal	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	7,000	9,000
Professional Services	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	12,000	12,000
Insurance	11,000	11,000	11,500	11,500	11,500	13,000	17,500	17,500	17,500	19,000	23,500	24,000
FICA	12,431	12,431	12,846	12,846	12,846	13,687	17,225	17,225	17,225	18,118	22,000	22,510
Debt	4,279	4,279	54,279	4,279	4,279	4,279	4,279	4,279	4,279	4,279	37,378	42,586
Cost	456,375	523,818	652,509	676,625	738,986	825,988	952,838	1,035,127	1,116,968	1,213,218	1,485,432	1,586,225
Balance	-6,625	40,182	32,741	124,375	179,264	211,512	201,912	254,873	306,032	343,782	201,568	234,275
Cash	-978,865	-938,682	-905,941	-781,566	-602,302	-390,790	-188,878	65,995	372,027	715,809	917,378	1,151,653



Month	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16	Mar-16	Apr-16	May-16	Jun-16	Jul-16
Flex	442,500	482,000	518,000	561,500	607,000	654,500	704,000	749,500	807,500	865,000	930,500	995,000
Software	466,000	512,000	558,000	604,000	650,000	697,000	747,000	799,000	863,000	927,000	992,000	1,058,000
Cloud	224,000	245,000	266,000	287,000	310,000	333,000	357,000	383,000	411,000	441,000	471,000	502,000
Bandwidth	343,500	379,500	415,500	451,500	489,000	526,500	562,500	604,000	654,000	704,000	751,500	803,000
Wholesale	404,000	436,000	468,000	504,000	544,000	588,000	636,000	688,000	744,000	804,000	872,000	944,000
Wholesale Install	48,000	48,000	48,000	54,000	60,000	66,000	72,000	78,000	84,000	90,000	102,000	108,000
Co-location	46,250	47,500	51,750	56,000	62,250	63,500	67,750	70,250	80,750	86,250	91,750	93,000
Consulting												
Income	1,974,250	2,150,000	2,325,250	2,518,000	2,722,250	2,928,500	3,146,250	3,371,750	3,644,250	3,917,250	4,210,750	4,503,000

Flex Network	123,900	134,960	145,040	157,220	169,960	183,260	197,120	209,860	226,100	242,200	260,540	278,600
Trunk's	23,460	24,997	26,346	27,874	29,509	31,251	33,100	34,646	36,416	38,070	39,840	41,602
Software	186,400	204,800	223,200	241,600	260,000	278,800	298,800	319,600	345,200	370,800	396,800	423,200
Cloud Network	62,720	68,600	74,480	80,360	86,800	93,240	99,960	107,240	115,080	123,480	131,880	140,560
Seats and Service	75,947	81,023	86,813	92,604	99,078	105,553	112,370	119,473	126,264	133,056	140,133	147,211
Bandwidth	96,180	106,260	116,340	126,420	136,920	147,420	157,500	169,120	183,120	197,120	210,420	224,840
Wholesale	333,300	359,700	386,100	415,800	448,800	485,100	524,700	567,600	613,800	663,300	719,400	778,800
Fiber	17,000	17,000	17,000	18,680	20,360	22,040	23,720	25,400	27,080	28,760	30,440	32,120
Commissions	196,281	213,750	230,094	248,125	267,594	287,125	308,094	330,063	357,719	385,438	415,219	444,969
G&A	476,250	510,417	522,083	537,083	553,333	553,333	593,333	598,750	621,667	621,667	649,583	649,583
Space	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611
SalesForce.com	3,750	3,750	3,750	3,750	3,750	3,750	3,750	5,625	5,625	5,625	5,625	5,625
Community Events	0	0	0	2,000	1,000	1,000	1,000	0	0	3,600	3,600	3,600
Utilities	5,482	5,537	5,592	5,648	5,704	5,760	5,816	5,872	5,928	5,984	6,040	6,096
Misc	14,807	16,095	17,316	18,668	20,136	21,638	23,256	24,964	27,043	29,156	31,453	33,778
Travel	15,000	15,000	15,000	15,000	16,000	16,000	16,000	16,000	20,000	20,000	20,000	20,000
Marketing	24,678	26,825	28,859	31,113	33,559	36,063	38,759	41,606	45,072	48,594	52,422	56,297
Entertainment	9,871	10,730	11,544	12,445	13,424	14,425	15,504	16,643	18,029	19,438	20,969	22,519
Office Supplies	3,000	3,000	3,000	3,000	3,500	3,500	3,500	3,500	3,500	4,000	4,000	4,000
Legal	9,000	9,000	9,000	9,000	34,000	34,000	34,000	14,000	14,000	14,000	14,000	14,000
Professional Services	12,000	12,000	12,000	12,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000
Insurance	35,500	37,000	37,500	38,500	43,500	47,000	54,000	54,500	57,000	58,000	59,000	59,000
FICA	29,778	31,563	32,009	32,583	37,029	39,190	43,079	43,493	45,884	45,750	46,024	46,302
Debt	47,795	53,003	58,211	63,420	74,878	90,615	107,073	113,532	124,990	130,198	135,407	135,407
Cost	1,863,710	2,006,619	2,122,888	2,254,502	2,436,946	2,578,200	2,747,599	2,899,678	3,087,737	3,266,485	3,481,775	3,653,239

Balance	110,540	143,381	202,362	263,498	285,304	350,300	398,651	472,072	546,513	650,765	728,975	849,761
Cash	1,262,193	1,405,573	1,607,935	1,871,433	2,156,738	2,507,037	2,905,688	3,377,760	3,924,273	4,575,038	5,304,012	6,153,774

Sales Annualize 54,036,000
 3rd year annualized 10,197,135
 Annualized Gross Margin 44%
 GM less Wholesale 50%



Month	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17
Flex	1,058,500	1,121,000	1,179,500	1,239,000	1,303,500	1,370,000	1,437,000	1,502,500	1,568,000	1,637,000	1,697,500	1,761,500
Software	1,120,000	1,188,000	1,254,000	1,324,000	1,392,000	1,462,000	1,530,000	1,594,000	1,663,000	1,731,000	1,797,000	1,861,000
Cloud	533,000	561,000	589,000	617,000	649,000	681,000	715,000	751,000	784,000	815,000	846,000	874,000
Bandwidth	853,000	901,500	953,000	1,004,500	1,056,000	1,106,500	1,158,000	1,208,500	1,260,000	1,311,500	1,363,000	1,414,500
Wholesale	1,020,000	1,100,000	1,184,000	1,272,000	1,364,000	1,460,000	1,556,000	1,652,000	1,748,000	1,844,000	1,940,000	2,036,000
Wholesale Install	114,000	120,000	126,000	132,000	138,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000
Co-location	100,250	107,500	115,750	130,000	131,250	138,500	144,500	155,500	158,500	165,500	178,500	186,500
Consulting												
Income	4,798,750	5,099,000	5,401,250	5,718,500	6,033,750	6,362,000	6,684,500	7,007,500	7,325,500	7,648,000	7,966,000	8,277,500
Flex Network	296,380	313,880	330,260	346,920	364,980	383,600	402,360	420,700	439,040	458,360	475,300	493,220
Trunc's	43,309	45,097	46,716	48,388	50,193	52,173	54,113	55,884	57,699	59,500	61,226	62,983
Software	448,000	475,200	501,600	529,600	556,800	584,800	612,000	637,600	665,200	692,400	718,800	744,400
Cloud Network	149,240	157,080	164,920	172,760	181,720	190,680	200,200	210,280	219,520	228,200	236,880	244,720
Seats and Service	154,431	161,652	168,443	175,235	182,996	190,758	199,005	207,251	215,355	222,433	229,653	236,874
Bandwidth	238,840	252,420	266,840	281,260	295,680	309,820	324,240	338,380	352,800	367,220	381,640	396,060
Wholesale	841,500	907,500	976,800	1,049,400	1,125,300	1,204,500	1,283,700	1,362,900	1,442,100	1,521,300	1,600,500	1,679,700
Fiber	38,940	43,190	43,190	47,440	47,440	47,440	47,440	47,440	47,440	47,440	47,440	47,440
Commissions	474,531	504,156	533,531	564,281	594,281	625,406	655,969	686,219	715,969	746,031	774,781	803,969
G&A	671,250	715,833	721,250	740,417	740,417	748,750	759,583	767,917	784,583	791,250	795,417	803,750
Space	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611
SalesForce.com	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625
Community Events	0	0	0	2,400	1,000	1,500	1,500	0	0	4,000	5,000	4,000
Utilities	8,884	8,973	9,063	9,153	9,245	9,337	9,431	9,525	9,620	9,716	9,814	9,912
Misc	36,122	38,499	40,892	43,397	45,887	48,474	51,028	53,563	56,068	58,592	61,037	63,508
Travel	20,000	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500
Marketing	60,203	64,166	68,153	72,328	76,478	80,791	85,047	89,272	93,447	97,653	101,728	105,847
Entertainment	24,081	25,666	27,261	28,931	30,591	32,316	34,019	35,709	37,379	39,061	40,691	42,339
Office Supplies	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Legal	14,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000
Professional Services	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000
Insurance	61,000	67,000	67,500	70,000	70,000	70,500	71,500	72,000	75,000	77,000	78,000	78,500
FICA	47,959	50,955	51,370	53,474	53,474	53,792	54,621	54,940	56,789	58,287	59,924	59,243
Debt	140,615	145,823	145,823	145,823	145,823	154,381	154,381	154,381	154,381	154,381	154,381	154,381
Cost	3,854,522	4,103,828	4,290,348	4,507,943	4,699,042	4,915,755	5,126,873	5,330,696	5,549,125	5,765,061	5,963,448	6,163,081
Balance	944,228	995,172	1,110,902	1,210,557	1,334,708	1,446,245	1,557,627	1,676,804	1,776,375	1,882,939	2,002,552	2,114,419
Cash	7,098,001	8,093,174	9,204,075	10,414,633	11,749,341	13,195,586	14,753,213	16,430,017	18,206,392	20,089,331	22,091,883	24,206,303



Month	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18
Flex	1,819,500	1,877,500	1,940,000	2,005,500	2,074,000	2,133,500	2,196,500	2,260,500	2,327,000	2,392,000	2,455,000	2,516,000
Software	1,929,000	1,997,000	2,063,000	2,132,000	2,198,000	2,262,000	2,326,000	2,394,000	2,463,000	2,531,000	2,599,000	2,667,000
Cloud	902,000	930,000	960,000	992,000	1,023,000	1,054,000	1,086,500	1,116,500	1,146,500	1,177,500	1,208,500	1,239,500
Bandwidth	1,466,000	1,516,000	1,565,500	1,615,500	1,665,500	1,717,000	1,768,500	1,820,000	1,870,000	1,920,500	1,970,500	2,019,500
Wholesale	2,132,000	2,228,000	2,324,000	2,420,000	2,516,000	2,612,000	2,708,000	2,804,000	2,900,000	2,996,000	3,092,000	3,188,000
Wholesale Install	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000	144,000
Co-location	195,500	204,500	212,500	218,500	227,500	233,500	247,500	253,500	262,500	268,500	277,500	283,500
Consulting												

Income	8,588,000	8,897,000	9,209,000	9,527,500	9,848,000	10,156,000	10,477,000	10,792,500	11,113,000	11,429,500	11,746,500	12,057,500
Flex Network	509,460	525,700	543,200	561,540	580,720	597,380	615,020	632,940	651,560	669,760	687,400	704,480
Trunk's	64,686	66,233	67,931	69,746	71,544	73,260	75,008	76,832	78,589	80,310	82,125	83,699
Software	771,600	798,800	825,200	852,800	879,200	904,800	930,400	957,600	985,200	1,012,400	1,039,600	1,066,800
Cloud Network	252,560	260,400	268,800	277,760	286,440	295,120	304,220	312,620	321,020	329,700	338,380	347,060
Seats and Service	243,665	250,457	257,534	265,296	272,516	279,737	288,068	294,859	301,937	309,014	316,235	323,455
Bandwidth	410,480	424,480	438,340	452,340	466,340	480,760	495,180	509,600	523,600	537,740	551,740	565,460
Wholesale	1,758,900	1,838,100	1,917,300	1,996,500	2,075,700	2,154,900	2,234,100	2,313,300	2,392,500	2,471,700	2,550,900	2,630,100
Fiber	47,440	47,440	47,440	47,440	47,440	47,440	47,440	47,440	47,440	47,440	47,440	47,440
Commissions	832,656	861,156	889,969	920,156	950,281	979,219	1,008,594	1,037,906	1,067,844	1,097,406	1,126,844	1,156,180
G&A	803,750	812,083	823,750	832,750	842,750	852,750	862,750	872,750	882,750	892,750	902,750	912,750
Space	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611	61,611
SalesForce.com	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625	5,625
Community Events	0	0	0	0	0	0	0	0	0	0	0	0
Utilities	10,011	10,111	10,212	10,314	10,417	10,521	10,627	10,733	10,840	10,946	11,052	11,158
Misc	65,949	68,379	70,828	73,359	75,887	78,343	80,826	83,304	85,821	88,344	90,866	93,388
Travel	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500	22,500
Marketing	109,916	113,966	118,047	122,266	126,478	130,709	134,940	139,171	143,402	147,633	151,864	156,095
Entertainment	43,966	45,586	47,219	48,906	50,591	52,279	53,964	55,649	57,334	59,019	60,704	62,389
Office Supplies	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500	4,500
Legal	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000	24,000
Professional Services	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000	14,000
Insurance	79,000	79,500	80,000	81,500	82,000	82,500	83,000	83,500	84,000	84,500	85,000	85,500
FICA	59,498	59,817	60,135	61,028	61,347	61,666	61,985	62,304	62,623	62,942	63,261	63,580
Debt	154,381	154,381	154,381	154,381	154,381	154,381	154,381	154,381	154,381	154,381	154,381	154,381
Cost	6,350,154	6,548,825	6,740,856	6,955,319	7,149,068	7,339,794	7,534,343	7,725,980	7,921,067	8,116,611	8,312,155	8,507,700

Balance	2,237,846	2,348,175	2,468,144	2,572,181	2,698,932	2,816,206	2,942,657	3,066,520	3,191,933	3,316,346	3,441,759	3,567,172
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Cash	26,444,148	28,792,324	31,260,468	33,832,649	36,531,581	39,347,787	42,290,443	45,356,963	48,548,897	52,210,985	55,986,373	59,890,385
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Sales Annualized less Wholesale
 Sales Annualize
 5th year annualized EBITDA
 Annualized Gross Margin
 GM less Wholesale

104,706,000
 144,690,000
 46,848,140
 44%
 53%

ATTACHMENT E-1

ASD PRICE REPORT

Siebel Quote Create Date:

Siebel Quote Number:

Country:

UNITED STATES

User ID:

Request Name:

24050210
One Time Pricing

Hierarchy	Product Code	Qty	Description	MPG	Type
1	185446		AVAYA COMMUNICATIONS SOLUTION	Z9	SOLUTION
1.1	183443	1	CM S87XX MODEL	IG	MODEL
1.1.1	225154	1750	AVAYA AURATM ENT ED R6 1001+ NEW LIC	DU	LICENSE_ONLY
1.1.2	225925	1	CC R6 NEW ELITE PER AGT 1-100	CR	LICENSE_ONLY
1.1.3	227272	1	SAL STDALN GATEWAY LIC R1.5+ DWNLD	RK	LICENSE_ONLY
1.1.4	227273	1	SAL POLICY SRVR LIC R1.5 DWNLD	RK	LICENSE_ONLY
1.1.5	227619	1	ASAI ALL FEAT FOR CM6	NH	LICENSE_ONLY
1.1.6	228490	3	ONE-X AGT R2 LIC FREE-MAX 3 PLD	CR	LICENSE_ONLY
1.1.7	259401	1	MEDIA ENCRYPTION R6+/MBT	DU	LICENSE_ONLY
1.1.8	259761	1	AVAYA AURATM PS R6.X SP TMPLT DWNLD	DU	SOFTWARE_ONLY
1.1.9	260098	1	AVAYA CCCM 6.X S88XX/S87XX CM	QW	LICENSE_ONLY
1.1.10	260129	2	AVAYA CCCM 6.X PER USER LIC INCLD	QW	LICENSE_ONLY
1.1.11	262653	1	AVAYA CCCM NEW MODEL	QW	MODEL
1.1.12	263765	1	DL360G7 SERVER CM HIGH DUPLEX	IG	PRODUCT
1.1.13	266522	1	R6 LARGE ENT DUPLX SOLUTION TRACKING	DU	TRACKING_CODE
1.1.14	269364	1	ENT ED R6 MGMT SITE ADMIN R6 LIC /E	DU	LICENSE_ONLY
1.1.15	269365	1	ENT ED R6 MGMT NTWK MGMT R6 LIC /E	DU	LICENSE_ONLY
1.1.16	269366	1	ENT ED R6 SYSTEM MANAGER R6 LIC /E	DU	LICENSE_ONLY
1.1.17	269367	1750	ENT ED R6 SM SIP CONN R6 LIC /E	DU	LICENSE_ONLY
1.1.18	269407	1750	ENT ED R6 PS R6 LIC /E	DU	TRACKING_CODE
1.1.19	269408	1	ENT ED R6 PS SFTW DWNLD R6 LIC /E	DU	TRACKING_CODE
1.1.20	269423	1750	ENT ED R6 B5800 SURV STN R6 LIC /E	DU	TRACKING_CODE
1.1.21	269424	1750	ENT ED R6 B5800 SIP TRNK R6 LIC /E	DU	TRACKING_CODE
1.1.22	405362641	6	PWR CORD USA	A1	PRODUCT
1.1.23	700465305	2	PW9130 1500 120V RACK W /SNMP CARD	RK	PRODUCT
1.1.24	700500751	1	ADMIN TOOLS R6.0 CD	DB	SOFTWARE_ONLY
1.1.25	700500752	1	NETWORK MGMT TOOLS R6.0 DVD	DB	SOFTWARE_ONLY
1.1.26	700501093	1	DL360G7 SERVER SYSTEM MANAGER	IG	PRODUCT
1.1.27	700504530	1	AVAYA AURATM SYS MANAGER 6.3 DVD	DB	SOFTWARE_ONLY
1.1.28	700504625	1	AVAYA AURATM SESSION MGR 6.3 DVD	A1	SOFTWARE_ONLY
1.1.29	700504628	1	AVAYA AURA PS R6.1.5 MEDIA DVD	A1	SOFTWARE_ONLY
1.1.30	700504700	1	AVAYA AURATM SM6.3 RH KCKST NEW DVD	A1	SOFTWARE_ONLY
1.1.31	269416	1	APS NTWK READINESS ASSESSMENT	UF	CSI_CONTRACT
	12 months				
1.1.32	269901	1750	ENT ED R6 ONE-X COMM R6 LIC /E	DU	TRACKING_CODE
1.1.33	269902	1750	ENT ED R6 AES UNFD DSK R6 LIC /E	DU	TRACKING_CODE
1.1.34	269904	1750	ENT ED R6 EC500 SM R9 LIC /E	DU	TRACKING_CODE
1.1.35	269906	1750	ENT ED R6 ONE-X CES R6 LIC /E	DU	TRACKING_CODE
1.1.36	405362641	17	PWR CORD USA	A1	PRODUCT
1.1.37	700381254	1	COMPACT FLASH 128MB RHS	IG	PRODUCT
1.1.38	700459456	13	G450 MP80 W/POWER SUPPLY NON-GSA	IH	PRODUCT

1.1.39	700459472	39	80 CHANNEL DAUGHTERBOARD	IH	PRODUCT
1.1.40	700466634	50	MM710B E1/T1 MEDIA MODULE - NON GSA	IH	PRODUCT
1.1.41	700501092	2	DL360G7 SERVER SESSION MANAGER	IG	PRODUCT
1.1.42	700504624	2	AVAYA AURATM R6.2.1 SFTW DVD	A1	SOFTWARE_ONLY
1.1.43	700504627	2	AVAYA AURATM SYS PLATFORM 6.2.2 CD	A1	SOFTWARE_ONLY
1.1.44	263127	1	DL360G7 SRVR PRES SVCS R6.1	IG	PRODUCT
1.1.45	700395445	50	120A CSU CABLE 50FT RHS	A1	PRODUCT
1.5.7	259726	1	MSG R6.X NEW SYSTEM TRACKING	U3	TRACKING_CODE
1.5.8	264180	3	DL360G7 SRVR AA MSG STD STRG	U2	PRODUCT
1.5.9	264189	2	DL360G7 SRVR ONE-X SPEECH DUAL PT	U2	PRODUCT
1.5.10	264191	1	DL360G7 SRVR ONE-X SPEECH CLUSTER	U2	PRODUCT
1.5.11	272730	1	APS NTWK READINESS ASSESSMENT-AVAYA PROV	ZN	TRACKING_CODE
	12 months				
1.5.12	405362641	12	PWR CORD USA	A1	PRODUCT
1.5.13	700457286	3	AM KVM CABLE F1D9400-06 DUAL-PT PS/2	U2	PRODUCT
1.7	212365	1	ADDITIONAL PRODUCTS CATALOG MODEL	A1	MODEL
1.7.1	700502785	1	SIPERA E-SBC4 HA APPLNC 2000 SES	QW	PRODUCT

Product and Software

1.2	232253	1	SA CM MODEL	Z9	MODEL
1.2.1	238265	1	SA PREF AES R5 ASAI AURA R6 3YAN	Z1	SUP_ADV_3YR_AN
1.2.2	238266	1	UPG ADV AES R5 ASAI AURA R6 3YAN	NH	UPG_ADV_3YR_AN
1.2.3	238373	1	SA PREF CCR6 ELITE AGT 1-100 3YAN	Z1	SUP_ADV_3YR_AN
1.2.4	238374	1	UPG ADV CCR6 ELITE AGT 1-100 3YAN	CR	UPG_ADV_3YR_AN
1.2.5	238995	1750	SA PREF AURATM R6 EE 1001+ N1 3YAN	Z1	SUP_ADV_3YR_AN
1.2.6	239001	1750	UPG ADV AURATM R6 EE 1001+ N1 3YAN	DU	UPG_ADV_3YR_AN
1.2.7	254936	2	SA PREF CCCM R6 PER USER 3YAN	Z1	SUP_ADV_3YR_AN
1.2.8	254996	1	SA PREF CCCM R6 S88/87XX CM CONN 3YAN	Z1	SUP_ADV_3YR_AN
1.2.9	255417	2	UPG ADV CCCM R6 PER USER 3YAN	QW	UPG_ADV_3YR_AN
1.2.10	255447	1	UPG ADV CCCM R6 S88/87XX CM CONN 3YAN	QW	UPG_ADV_3YR_AN
1.6	232258	1	SA MSGING MODEL	Z9	MODEL
1.6.1	238504	1750	SA PREF AURA MSG 6 MAINSTREAM 3YAN	Z1	SUP_ADV_3YR_AN
1.6.2	238510	1750	UPG ADV AURA MSG 6 MAINSTREAM 3YAN	U3	UPG_ADV_3YR_AN

Maintenance Pricing

One Time Pricing

Hierarchy	Product Code	Qty	Description	MPG	Type
1.3	185579	1	COMPREHENSIVE SUPPORT MODEL	Z9	MODEL
1.3.1	179867	1	UTILITY MAINT UPS	UQ	MTC_CONTRACT
1.3.1.1	700465305M	2	PW9130 1500 120V RACK W /SNMP CARD MTC	UQ	MTC_UTIL_ELEM
1.3.2	269380	1	UTILITY MAINT BORDER CTRLR SP HW	UE	MTC_CONTRACT
1.3.2.1	700502785M	1	SIPERA E-SBC4 HA APPLNC 2000 SES MTC	UE	MTC_UTIL_ELEM
1.4	232282	1	SA MODEL	Z9	MODEL

1.4.1	230104	1	SA ON-SITE 24X7 CM LG SRV 3YAN	Z1	SUP_ADV_3YR_AN
1.4.2	230194	13	SA ON-SITE 24X7 CM MED GTWY 3YAN	Z1	SUP_ADV_3YR_AN
1.4.3	230254	1	SA ON-SITE 24X7 MM MSS/MAS SRV 3YAN	Z1	SUP_ADV_3YR_AN
1.4.4	230254	2	SA ON-SITE 24X7 MM MSS/MAS SRV 3YAN	Z1	SUP_ADV_3YR_AN
1.4.5	230254	3	SA ON-SITE 24X7 MM MSS/MAS SRV 3YAN	Z1	SUP_ADV_3YR_AN
1.4.6	230434	1	SA ON-SITE 24X7 APPL MED SRV 3YAN	Z1	SUP_ADV_3YR_AN
1.4.7	230434	2	SA ON-SITE 24X7 APPL MED SRV 3YAN	Z1	SUP_ADV_3YR_AN
1.4.8	230464	1	SA ON-SITE 24X7 APPL LG SRV 3YAN	Z1	SUP_ADV_3YR_AN
1.5	184048	1	MM MODEL	U3	MODEL
1.5.1	227272	1	SAL STDALN GATEWAY LIC R1.5+ DWNLD	RK	LICENSE_ONLY
1.5.2	244922	1750	MSG R6.X 1 ONE-X SPEECH SEAT	U3	LICENSE_ONLY
1.5.3	244923	1750	MSG R6.X AV STORE SEAT TRACKING	U3	LICENSE_ONLY
1.5.4	244925	1750	MSG R6.X ONE X SEAT TRKG RLTY	U3	LICENSE_ONLY
1.5.5	244929	1750	MSG R6.X 1 SEAT MAINSTRM NEW	U3	LICENSE_ONLY
1.5.6	244936	1	MSG R6.X APPLICATION PLUS STORAGE	U3	LICENSE_ONLY

AVAYA Quotation

Product Name	PN	Form Factor	Support Cat.	Description	Additional Information	Qty/Period
Products						
SCOPIA XT5000	55211-00001	Package	HW	Package contains: - XT5000 Codec - 1080p60 10X Zoom PTZ Camera - 3 Way Microphone Pod - Remote Control - Cable and Power Kit	Features include: - Video up to: 1080p60 High Profile - RADVISION SVC support - Data up to: 1080p60fps - Fullband audio - H.239 send and receive - Dual screen support - 6Mbps call support - SCOPIA Control - Dual GLAN	2
SCOPIA Elite 5105/20 Increased Capacity Bundle license upgrade to 5110	54546-00008	License	HW	Doubles the capacity of Elite 5105/20 Increased Capacity bundle. SCOPIA Management w/ Internal Gatekeeper: • 40 Multipoint Scheduler ports • 80 ports gatekeeper/B2BUA • 400 registrations SCOPIA Desktop & Mobile: • 40 Interactive ports • 600 Streaming ports • 5 SCOPIA Mobile seats	To be used with SCOPIA Elite 5105/20 Increased Capacity Bundle only	1
SCOPIA Application Server	55876-00002	Closed 1U Unit	HW	1U Rackmount Server	Operating system: Windows 2008 Server Can be pre-installed with: ECS, SCOPIA Management, SCOPIA Management with Internal Gatekeeper and SCOPIA Desktop.	2
Maintenance						
GOLD Premium	56004-00083		ALL	Call Center 5x8, Direct support to End user Software update & upgrade Remote diagnostic Advanced replacement shipment within one business day	Direct support to End user	1

Page 1 of 1

PRODUCT	GLOWPOINT ORDER CODE	QTY
SCOPIA XT5000	VN1006DM & VN1006DN	2
SCOPIA Elite 5105/20 MCU	MS1011DM & MS1011DN	1
SCOPIA Application Server	MS1011DM & MS1011DN	2
VPN management connection	NC0008MM &	1
	TOTAL	

This will be part of the Core

Cognos Date => Dist./1 Tier Partner Std. Di

0 0 0 0 0 No 0 - 0

Group	Quote Name	Quote Number	Sold to	Material Code	Material Description	Data	MPG	Currency: USD			Total Quantity	Group 2
								Individual Quote Quantity	Quote Multiplier			
HW	0	24058858	5377226	700501111	ACME 3820 8000 SES SFTW	No	ZN	1	1		1	HW GCS
1.3.2.1	700501111M	1 ACME 3820 800 QD				0	0	33,770	MTC_UTIL			

CES

Dist./1 Tier Partner Std. Disc. From

Cognos Date => Avaya

0 0 0 0 0 No 0 - 0 - 0

Group	Quote Name	Quote Number	Sold to	Material Code	Material Description	Data	MPG	Currency: USD			Total Quantity	Group 2
								Individual Quote Quantity	Quote Multiplier			
HW	0	24058858	5377226	269373	DL360G7 AVAYA ONE-X CES R6.X SRVR	No	IE	1	1	1	1	HW GCS

Group	Material Code	Material Description	MPG	Individual Quote Quantity	Total Quantity
SW GCS	227273	SAL POLICY SRVR LIC R1.5 DWNLD	RK	1	1
HW GCS	264182	DL360G7 SRVR AA MSG HI-CAP STRG	U2	3	3
HW GCS	271021	ASBCE R6.2 CORE DELL R210-II	DU	2	2
HW GCS	271022	ASBCE R6.2 EMS DELL R210-II	DU	1	1
HW GCS	273894	CPOD FOR AVAYA AURA FACTORY ASSY	RK	1	1
HW GCS	273898	CPOD AVAYA AURA INTG L1 FAC ASSY OPT	ZO	1	1
HW GCS	700459456	G450 MP80 W/POWER SUPPLY NON-GSA	IH	2	2
HW GCS	700459472	80 CHANNEL DAUGHTERBOARD	IH	6	6
HW GCS	700459498	G450 POWER SUPPLY	IH	2	2
HW GCS	700504899	CPOD 42UX24WX48D RACK ASSY	RK	1	1
HW GCS	700504900	CPOD 3300W 210V AC 20A PDU (MASTER)	RK	2	2
HW GCS	700504901	CPOD 3300W 210V AC 20A PDU (SLAVE)	RK	2	2
HW GCS	700504902	CPOD 220VAC 20A 3M PWR CORD (NA)	RK	4	4
HW GCS	700504903	CPOD 1U MTL BLK FILLER PANEL	RK	14	14
HW GCS	700504904	CPOD 1U 17 8-PORT KVM LOCAL CNSL	RK	1	1
HW GCS	700504905	CPOD STRG EBASE	RK	1	1
HW GCS	700504910	CPOD L2690 VMWE SRVR	RK	2	2
HW GCS	700504912	CPOD POS L2690 VME SRVR	RK	1	1
HW GCS	700505113	CPOD R1 ORCHESTRATION SUITE LIC	DB	1	1
HW GCS	700505152	CPOD C13-14 220VAC PWR CBL 3M	RK	28	28
HW GCS	700505153	CPOD C15-14 220VAC PWR CBL 3M	RK	4	4
HW GCS	700505157	CAT6 RJ45 CBL GRY 3M	RK	6	6
HW GCS	700505171	CAT6 RJ45 CBL GRY 2M	RK	11	11
HW GCS	700505172	CAT6 RJ45 CBL BLK 3M	RK	14	14
HW GCS	700505173	LC-LC MM FBR CBL AQUA 1M	RK	4	4
HW GCS	700505174	LC-LC MM FBR CBL AQUA 3M	RK	4	4
HW GCS	700505175	CPOD 6FT COMBO KVM CBL	RK	2	2
HW GCS	700505177	CPOD OUTER PACKAGING	RK	1	1
HW GCS	700505178	CPOD LBL KIT	RK	1	1
HW GCS	700506005	CPOD 1U MTL PERF BLK FILLER PANEL	RK	10	10
HW GCS	700506077	CPOD 7K-4800 TOR BNDL FOR POD ONLY	RK	1	1

Quotation Details

Site

Arizona

Configuration Order Code	Description	Qty	Unit Price	Ext Price
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----- C3 Signaling Controller -----

Actual Totals

BHCA Required	26,880
Max Codec Channels Supported (VoIP, AMR etc)	1,344
Total TDM DS0's	672

Hardware

C3 Signaling Controller

500-0578-161	C3 Dual SB CPU IA-RMS DC Power Server with 64GB of DDR3, and 1 4xRJ45 NIC, 2x900gb Hard Drives	2
650-0058-161	C3 Gateway Controller - Documentation Release 11.0	1

Cables

Cable and Miscellaneous	1
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Software

C3 SW Licenses

690-0044-101	GENBAND C3 VARIANT ANSI 7 (PER C3 PAIR, REQUIRES OWN C3 PAIR)	1
690-0055-101	CALEA LAWFUL INTERCEPT (PER SWITCH CLUSTER)	1
690-0057-101	GENBAND C3 VARIANT SIP/SIP-T/SIP-I (PER C3 PAIR)	1

C3 Signaling Controller

688-0060-101	C3 Base Software	1
688-0070-101	GENBAND C3 SIGTRAN M3UA (Per ASP External Link)	2
688-0073-101	GENVIEW EMS (Per System)	1
688-0074-101	GENBAND C3 RELEASE 11	1

Freight

Freight	1
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Services

923-0003-101	C3 PAIR INSTALLATION, SAME FRAME AS INITIAL C3 OR MG	1
937-0049-01	C3 DATABASE ENGINEERING & CREATION	1

Quotation Details

Site

Arizona

Configuration Order Code	Description	Qty	Unit Price	Ext Price
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----- G9 Converged Media Gateway -----

Actual Totals

DS-3 DS0's Supplied	2,016
Max Codec Channels Supported (VoIP, AMR etc)	8,172
Total TDM DS0's	2,016
Max # of VoIP G.711 20-30 ms Channels Supported	8,172

Hardware

Terminal Server

NTR68106	MOUNTING KIT, TERMINAL SERVER, CS 2000A FRAME	1
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Cabinet

N0041856	SCR, THREAD FORMING, TYPE TT, HEX WSHR HD, SLTD, 0.216-24 X 0.500, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200)	24
N0116745	FUSE ALARM 1A 60VDC/125VAC GREY INDICATOR	2
N0229552	C15/C20 FUSE PANEL LABEL	1

Application Server

760-0194-161	G9 Shelf 17 (Upper) Alarm Cable 78.5 inches	1
760-0257-161	Ethernet Cable Kit, G9 Shelf 01 (Lower)	1
760-0258-161	Ethernet Cable Kit, G9 Shelf 17 (Upper)	1

Frame and Power

N0116746	FUSE ALARM 3A 60VDC/125VAC BLUE INDICATOR	2
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G9 Active CI Ports

805-0032-241	CHANNELIZED INTERFACE SUPERSLOT ADAPTER (2 SLOTS) (G9)	1
805-0054-241	CI DS3B (SCSI) CHANNELIZED INTERFACE SUPERSLOT (G9)	1

G9 Active Common Cards

805-0109-142	SWITCH SERVICE AND TIMING STRATUM-3E 104K, SST-S3E	1
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G9 Active Data A/EI Cards

805-0132-161	GIGABIT ETHERNET, GEI-2E, MULTI MODE FIBER	1
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Miscellaneous Cables SCSI DS-3

751-0071-103	CI-DS3, SCSI-2/SCSI-2/ (6) BNC, DS-3 DEMARC PNL 2, 6 FEET	1
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OAM&P

N0038288	SCR, THREAD FORMING, TYPE TT, TAPTITE, HEX WSHR HD, M6 X 1.00 X 16, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200), DIN 7500D	2
N0038299	WSHR, LOCK, EXT TOOTH, 1/4, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200), ANSI B18.21.1	2
SHIPLOOSE		
N0071660	WSHR, FLAT, ID: 0.219, OD: 0.475, THK: 0.028, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200)	4
G9 Converged Media Gateway		
114-0197-161	Telect 80A Standard-Trip Circuit Breaker Kit Long Delay - Delay 52	2
722-0007-161	Serial Cable Kit, G9 Frame, First G9 Shelf	1
722-0008-161	Serial Cable Kit, G9 Frame, Second G9 Shelf	1
722-0010-161	Power Cable Kit, G9 Frame, First G9 Shelf	1
722-0011-161	Power Cable Kit, G9 Frame, Second G9 Shelf	1
760-0193-161	G9 Shelf Alarm Cable, 78.5 inches	1
760-0199-161	Chassis Ground Cable, G9 Shelf	1
760-0203-161	Chassis Ground Cable, Fuse or Disconnect Panel	1
805-0115-161	PACKET AND CONTROL 2, PAC-2 (G9)	1
805-0118-161	VOICE SERVER-9 (G9)	1
850-0176-161	Kit, Power Entry Support, G9 Frame	1
850-0177-161	Kit, G9 Shelf Rear Cable Management Tray	1
850-0183-161	Kit, G9 Shelf Rear DS1/DS3 Cable Manager	1
NTVW01BZ	TELECT ROHS BIP 100AMP	1
Redundant		
805-0032-241	CHANNELIZED INTERFACE SUPERSLOT ADAPTER (2 SLOTS) (G9)	1
805-0054-241	CI DS3B (SCSI) CHANNELIZED INTERFACE SUPERSLOT (G9)	2
805-0109-142	SWITCH SERVICE AND TIMING STRATUM-3E 104K, SST-S3E	1
805-0115-161	PACKET AND CONTROL 2, PAC-2 (G9)	1
805-0118-161	VOICE SERVER-9 (G9)	1
805-0132-161	GIGABIT ETHERNET, GEI-2E, MULTI MODE FIBER	1
Cables		
	Cable and Miscellaneous	1
Miscellaneous		
500-0129-141	TERMINAL SERVER, 16 PORT, V.90 MODEM	1
702-0013-161	FACEPLATE, BLANK, LARGE, SS (ROHS)	1
712-0027-161	PANEL, DS3 DEMARCATION, 19 INCH	1
760-0072-101	CABLE ASSY, MSF/BOX PORT MONITOR	1
801-0028-141	ASSY, FACEPLATE, 12XPASS-THRU BNC, CI	1

801-0042-161	ASSY, FACEPLATE, FRONT, SPARESLOT, SHALLOW	10
801-0059-161	ASSY, FACEPLATE, REAR, SPARESLOT, WHT	8
825-0057-242	ASSY, CHASSIS, 19IN, ENHANCE G9, GB CABINET VERSION	1
GBGW09AA	GENBAND G9 PTE2000 Frame Assembly	1

Software

G9 SW Licenses

690-0022-101	GATEWAY CORE SW (PER G9 VOIP CARD)	1
690-0023-101	GATEWAY CORE SW (PER G9 TDM PORT)	2,016

Freight

Freight	1
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Services

937-0046-01	MG Installation	1
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----- Support -----

Support

GENBANDCare Support

GBC-SER-RTFR-C3	GENBANDCare with RTF Repair for C3	12
GBC-SER-RTFR-G9	GENBANDCare RTF Repair Support G9	12

----- **Training** -----

C3 Training

C3 Training

921-0306-101	C315 - C3 OAM. Leader Led. 2 Days	1
921-0465-101	C335 - C3 Translations line-to-line, line-to-trunk, trunk-to-trunk. Leader Led. 5 Days	1

G9 Training

G9 Training

921-2006-101	G915 - G9 OAM. Leader Led. 3 Days	1
921-2009-101	G930 - G9 Configuration, Prov. & Complex Translations. Leader Led. 5 Days	1

----- **Professional Services** -----

Network Integration Services

N0184943	CVolP - Custom Integration	1
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ATTACHMENT E-2



**Avaya Operations Services
Statement of Work**

**Between
Avaya Inc.
and**

RED ROCK TELECOMM LLC

**Unified Communications,
Data Network Managed Services
and Video Managed Services**

Version 4.0



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1 Introduction

This Statement of Work ("SOW") dated February 28, 2013 ("SOW Effective Date") is entered into between Avaya Inc. ("Avaya"), having its principal place of business at 211 Mount Airy Road, Basking Ridge, NJ, USA, 07920 and Red Rock Telecom, LLC ("Red Rock"), with its principal place of business at 3004 E FILLMORE ST Phoenix Arizona 85008 pursuant to the Master Services Agreement (the "Agreement") dated _____, Contract No. _____ between Avaya and Red Rock. Avaya and Red Rock may herein be referred to also each as a "party" or together as the "parties" to this SOW. The term of the order will begin upon "Service Assumption", as described below in Section 6 and run successive for 60 months.

This SOW is subject to all of the terms of the Agreement. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in the Agreement. This SOW may be amended only by a written document signed by both parties.

The Avaya Managed Services offer described in this SOW is to be delivered by Avaya and is available within the United States.

Pricing for each of the services shall be as set forth in the Pricing Sheet described in Section 12 of this SOW. It is understood that this SOW may be executed by the parties prior to agreement on the Pricing Sheet; however, no orders shall be placed or accepted by either party pursuant to this SOW until such Price Sheet is agreed to in writing as an amendment to this SOW and signed by an authorized representative of each party.

2 Technology Focus Overview

2.1 Executive Summary

Avaya is providing Red Rock with a product as a service solution to include Unified Communications (UC), Data networking and Video Managed Services.

As part of the Managed Services, Avaya shall provide the equipment for in scope products, installation and deployment required to meet the service specifications, as defined in this document and will be included in the monthly price. The AOS monthly price will cover:

- The operation of all systems provided by Avaya in accordance with the provisions of this Statement of Work and its attachments,
- Maintenance and equipment service according to the provisions of this Statement of Work and its attachments,

Avaya is committed to the solution with the proposed architecture and offerings using the Collaboration Pod for Avaya Aura VE. The product has not been released as Generally Available (GA). If Avaya determines the attainment of GA status puts its ability to deliver per the agreed upon timeline in jeopardy, Avaya may, at its own discretion, deliver the solution on alternate Avaya technology which meets all agreed requirements.

It is understood that Red Rock will provide all phone sets as its end-user customer's and licenses are deployed.

Roadmap on Multi-Instance moving to Multi-Tenancy

Collaboration Pod for Avaya Aura VE supports multi-tenancy in Release 1.0 via multiple software instances of the Avaya Aura applications running on common hardware. Red Rock and Avaya have agreed to a six month ongoing cycle to update the Avaya product roadmap and for Red Rock to clarify its current and future needs.

For Release 1.0, the number of instances on a single server will vary based on the planned concurrent sessions per instance, and a maximum number of instances are currently being defined. Upon reaching the maximum number of supportable instances on a single server, an additional server will be required for subsequent instances. Due to the nature of hardware appliances, each instance will currently require dedicated AAM server(s) and G450 Gateway(s). Red Rock agrees that cost of added infrastructure to support their growth will be added to the UC License unit rates.

Tandem trunking Integration

Avaya presents a two part solution: the main two solution components elements are as follows:

- 1) Collaboration Pod for Avaya Aura VE
- 2) Media Gateway solution to serve as a tandem trunking component which will provide support for the following:
 - SS7 signaling
 - 911 support
 - LIS trunking support

As the certification between the two main components becomes available, there will be detailed information provided which describes the interoperability of the two solution elements.

2.2 Overview

Avaya will provide a Managed Service offering to Red Rock. This SOW provides a detailed description of the services to be supported by Avaya Operations Services (AOS).

The following services are included in this SOW:

Section	AOS Offerings
5.1	Unified Communications
5.2	Data Network Managed Services
5.3	Video Managed Services

3 Avaya Managed Services Overview

The following services are included in this SOW:

ITIL Service Element	Avaya Delivered Remote Services
Service Monitoring	Incident Monitoring
Customer Notification	Incident Alerting - Electronic notification to Red Rock contacts
Service Desk	Level 2 Single Point Of Contract (SPOC); English
Service Management	Service Process Management to including Reporting
Incident Management	Incident Monitoring
	Trouble Ticket Generation
	Vendor Ticket Management
	Remote Fault Resolution
	Onsite Fault Resolution
	Track/Manage events to Closure
Problem Management	Problem Management
Configuration Management	Configuration Management
	Asset Management (CMDB)
Change Management	Change Execution
	Change Process Management Change Advisory Board (CAB) Avaya will align with Red Rock's

	change control process
Release Management	Software Update Management
Other Services	
Customer Portal	Ticketing, Reports, Change Requests
Service Level Agreements (SLAs)	Delivering Services against Service Level commitments and reporting

4 Service Delivery Elements

Avaya Managed Services are based on ITIL® processes, including Service Desk, Service Management, Incident Management, Problem Management, Change Management, System Administration, and Service Level Management.

The core elements for Managed Services are described in more detail below. These will be applicable for each of the individual service offerings defined in Section 5.

4.1 Service Monitoring

Service Monitoring is the real time remote supervision of the supported products checking for availability, connectivity and thresholds of the supported products and following that with automated notification upon failure or incident.

Detection of failures and fault conditions on supported products is by means of automated monitoring tools.

Service monitoring is focused on:

- Proactive monitoring of Supported Products.
- Upon receipt of Major alarms, notify Red Rock. Refer to Section 9 Service Level Agreement (SLA) for specific timeframes.

Depending on the server, the service monitoring tools will report status/alerts to Avaya. Upon receipt of an alarm, Avaya will check the system, validate the alarm and notify the customer of any service affecting alarms.

SNMP Incidents – SNMP related incidents are generated by polls and traps. The results of the SNMP polls are correlated and summarized in the performance reports for each device. If the value of a monitored OID exceeds a pre-determined threshold setting, then the system generates a trouble ticket for that device.

4.2 Customer Notification

Red Rock will receive automated notifications via system generated email for Major Issues. Notification and Escalation policies, mechanisms, and requirements are provided by the Avaya Operations Services Operations Centers (AOSOC) on a 7x24x365 basis and the specific mechanism and process by which Red Rock will receive notifications will be locked down during customer on boarding and detailed in the Operations Guide. Refer to Section 9 Service Level Agreement (SLA) for specific notification timeframes based on incident level.

4.3 Service Desk

Avaya will provide a Level 2 Service Desk equipped with a designated US toll free phone number with a unique identification number for Red rock, for all operational support. The Service Desk is a designated single point of contact (SPOC) for Tier 1 and Tier 2 support and manages the communication with Red Rock's help desk (Level 1). Avaya Service Desk function will coordinate incidents and service requests, as well as system administration functions. Avaya Level 2 Service Desk will engage Avaya Tier 3 and Tier 4 support as needed. Avaya will setup a conference bridge for Red Rock and Avaya for use during escalations.

It is important to note that the AOS Service Desk is different than a Help Desk. Service Desk is intended to act as the interface for Red Rock's internal IT staff while a Help Desk is an internal customer entity that supports Red Rock's end user community. Red Rock is expected to provide a Level 1 Help Desk for all its customers for first call receipt for incident reporting, change requests, etc.

4.4 Service Management

Service Management (SM) is a set of specialized organizational capabilities for providing value to Red Rock in the form of services that emphasizes the importance of co-ordination and control across the various functions, processes, and systems necessary to manage the full lifecycle of services. The Service Management Lifecycle approach considers the strategy, design, transition, operation and continuous improvement of services.

The mission of Service Management is to build strong relationships within Red Rock's management and executive teams as a trusted advisor. Service Management roles include the following core responsibilities:

Role	Description
Performance Reviews	Operations Support (Monthly Review)
	SLA reports (Monthly Review)
	Compliance reports (Quarterly Review)
Operations Support Guide	Work with the transition team to review and approve the initial Operations Support Guide (includes processes, escalations lists, coverage).
	During the term of the Agreement, continue to manage updates, add new processes and educate Red Rock on these changes.
Administering Change Management	Engage in all negotiations with Red Rock and Avaya interface for process changes.
	Receive and respond to change requests.
	Avaya education and process development for these changes where applicable.
Issue Management	Assist with product and technical issue.
	Available 24 X 7 for escalations.

	Lead critical Customer escalation bridge calls.
	Engage critical escalation team as needed.
	Liaison to Service Delivery for Customer Account Knowledge.
Contract Management / Financials	Assure compliance and lifecycle management for all contracted services.
	Receive and manage Change Requests to the SOW/Contract, i.e. SOW contract changes, projects, adding more products to current contract, moving products to new or different locations.
	Billing/Invoicing Support of Avaya provided equipment as described in Section 12 and 13
Governance Meetings	Business relationship between Avaya and Red rock focused on financial results and roadmap activity (Delivery, Strategy, Objectives, and Accomplishments).

4.5 Incident Management

The objective of Incident Management is to restore normal service operation as quickly as possible and minimize the adverse effect on business operations, thus ensuring that the best possible levels of service quality and availability are maintained.

Avaya's Management Team will perform the following tasks to deliver Incident Management:

- Incident Monitoring
- Open and update trouble tickets
- Trouble isolation and sectionalizing
- Vendor Management
- Track/Manage Outage to Closure

Incident Monitoring

Incident Monitoring is a fundamental function performed under Incident Management. Monitoring includes detecting that the Supported Products are up and running efficiently and are interfacing with other applications. This also includes monitoring performance thresholds, and technology specific incidents.

Trouble Ticket Generation

When the management platform detects an incident, either from polling, a threshold exception or a trap, a trouble ticket is automatically generated and stored in the Incident Management system. If required by the incident type and/or Service Level, the trouble ticket is presented to the Level 2 Avaya Operations Services Operations Centers (AOSOC) associate for isolation and resolution. This initiates the customer notification process.

Trouble Isolation

Trouble Isolation activities are initiated when an incident is generated and include:

- Performance issue handling
- Service issue resolution
- Issue resolution

- Logical configuration resolution

Track/Manage Events to Closure

The Avaya Operations Services Operations Centers (AOSOC) tracks incidents from initial event detection to resolution of the problem. A web based trouble ticketing system is used by Avaya and Red Rock to monitor the history of incidents. A trouble ticket tracks all of the activity associated with the incident including the following:

- State changes in the Supported Products.
- Related tickets are associated with the incident.
- Comments are added to the ticket as updates occur.
- Issue resolution is tracked and the ticket is closed.

Tickets are created whenever incidents occur and can also be created and edited by Red Rock's Level 1 Help Desk and Avaya.

4.6 Problem Management

Problem Management includes the monitoring, identification and resolution of chronic incidents. A chronic incident is any repeated problem or pattern of problems with a device, location or service. A chronic condition may be the result of an intermittent hardware, circuit, software, power issue or periodic congestion on the network. These conditions initiate the problem management process to determine if there is a problem which otherwise would go unnoticed until actual failure. Chronic conditions can be determined through one of the following methods:

- **Daily review of open issues:** The Avaya delivery teams perform internal daily (during the work week) reviews of the previous 24 hours (72 hours on Monday) performance to include the handling of closed tickets, incident resolutions, customer interactions and outstanding tickets.
- **Chronic incident identification:** Systemic trouble tickets are generated by the management platform using various criteria.
- **Monthly operations review meeting:** Monthly operations review meetings with Red Rock are conducted to review ticket volume, types of tickets and Red Rock generated tickets.

Once the chronic condition has been identified and validated by Avaya to be a true chronic condition, a root cause analysis of the problem will be performed and appropriate actions will be taken by the team to prevent incidents from recurring.

Avaya defines Chronic as same exact failure four (4) times within seven (7) days at the same Site for the same Supported Product with the same issue.

4.7 Configuration Management

Configuration Management is the process for maintaining information concerning Red Rock's configuration, the individual elements and their relationships throughout the solution's lifecycle. This includes a Configuration Management Database (CMDB) to store configuration records throughout the lifecycle.

Configuration management supports the following activities:

- Device configuration ownership
- Device configuration troubleshooting
 - Hardware status
 - Operating System status

- Red Rock management connection status
- Logical configuration status
- Device configuration change support
- Device configuration file archiving

System Backups

- Avaya Supported Products with automatic backup capabilities should be set to automatically write/backup to Red Rock provided backup server/device during the installation process. The AOS on boarding team will ensure that the backups are configured before the on boarding process is complete. The on boarding team will verify with Red Rock on the timing of the backups. Backups are recommended to be programmed, at a minimum, for a full back up each month.
- AOS will also ensure that any system level changes made by Avaya are backed up at the time of the change.
- Avaya will work Red Rock to create the backup and restore process and plan.
- Red Rock is responsible for ensuring that the necessary backups occur on the back up media which it provides.
- Red Rock is responsible to provide backup media and data storage location.

Note: Red Rock will have write access to all systems. Red Rock agrees that Avaya will also have unrestricted write access to all systems under management. Any configuration changes planned by Red Rock will be communicated to Avaya prior their implementation.

A key component of AOS is the development and management of a Configuration Management Data Base (CMDB). The CMDB will maintain all Red Rock records regarding:

- Hardware and firmware release information
- Software release information
- Configurations across the enterprise for all managed environments
- Device-level entitlements

Note: Avaya has sole write access to the CMDB. Red Rock will have read-only access by default which will provide Red Rock the ability to review the CMDB and status of all active and legacy projects. Red Rock can access the CMDB via the AOS portal, which is described in Section 8: Web Based Customer Portal in this document.

4.8 Change Management

Change Management involves alignment with Red Rock's change management process. Change Management will be responsible for:

- Definition of the changes required.
- Measuring the impact of the proposed change.
- Developing a back out plan.
- Obtaining any relevant approvals for change.
- Scheduling the implementation of the changes.
- Testing the change as applicable.
- Implementing the change.
- Updating the configuration record in the CMDB.

If the change is not successful, implementing the back out plan in relation to the change.

Configuration Change Support - Move, Add, Change, Delete (MACD)

Avaya will provide remote UC Simple & Complex MACD services for Supported Products, at Supported Sites, upon receipt of a correctly completed, authorized service order. Service orders will be submitted by Red Rock via Avaya's web based ticketing system.

Avaya will perform routine MACD activities during Normal Business Hours, which are from 8:00 a.m. to 5:00 p.m. local Site time, Monday through Friday, excluding Avaya Designated Holidays, as defined in Appendix C.

With advance notice (minimum of one week prior notice), Avaya will perform MACD activities outside of Normal Business Hours. A maximum of 5 MACD requests per month may be requested to be completed outside of business hours. Any requests over 5 per month will be handled on a best effort basis.

A Simple MACD is defined as administrative work performed at the user level. Simple MACDs are included based on an entitlement allocation as defined in Section 5.1 under Change Management - Move, Add, Change and Delete (MACD).

A Complex MACD is defined as administrative work performed at the application / system level. Red Rock has the option to purchase incremental MACD. Incremental MACD entitlements can be used for any Remote MACD activity on solutions under Avaya Managed Services.

Any request for MACD support for > 15 users, per site, is considered a project. These MACDs will be performed against the allotted entitlements of MACD support. The interval for which these are completed will vary based on the request.

MACD examples and specific quantities/entitlements will be listed by offer within Section 5.

4.9 Release Management

Release Management is used for the distribution of software for Avaya Supported Products. Proper software control ensures the availability of licensed, vendor-tested, and version-certified software, which functions as intended when introduced into the existing infrastructure. The goals of release management are:

- Plan the rollout of software.
- Develop implementation procedures for the distribution and installation of changes to Supported Products.
- Effectively communicate and manage expectations of Red Rock during the planning and rollout of new releases.
- Control the distribution and installation of changes to Supported Products.
- Protection of the live environment and its services through the use of formal procedures and checks.

The following scope applies for Supported Products under Unified Communications and will be delivered by Avaya:

- Product correction updates (Patches, Service Packs...)
- Minor Releases (Software Updates, Dot Releases...) that are necessary for issue resolution

There may be cases where a Product Correction Update or a Minor Release may require a software upgrade and/or system hardware upgrade to comply with current manufacturer's specifications. Such

software and/or hardware upgrades are provided as part of release management coverage and will be implemented as Avaya deems necessary. If Red Rock requests additional products and/or upgrades related to new product or feature enhancements, additional fees may apply.

As part of Avaya Managed Services, Avaya will monitor for Product Correction Updates (Patches, service packs, and security updates). When Product Correction Updates are identified, Avaya will review the manufacturer's notes and make a recommendation to Red Rock that the Product Correction Update should be installed or ignored. When Red Rock agrees to implement the software update, following the Change Management and Releases Management processes as documented in the Operations Guide during on boarding, Avaya will install the Product Correction Update during the agreed upon change management window.

4.10 Reporting

In addition to the base line service elements provided, Avaya provides a web-based portal for secure access for Red Rock to view and print reports.

Reports are provided that cover the following areas:

- Incident Management reporting
- MACDs volume reporting
- SLA compliance
- Release Management and Change Management reporting

4.11 Manufacturer Support

As a part of the services offered, Avaya will provide an integrated level of Manufacturer Support for Avaya branded products. Manufacturer Support is defined as access to replacement parts, manufacturer developed software and firmware fixes and availability for onsite technician support when required and is referred to as Parts, Patch and Dispatch ("PPD").

Parts, Patch and Dispatch support will be provided twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year ("24x7") for Major failures for all locations with Avaya direct maintenance capabilities. In addition, Minor Incident support will be provided during Normal Business Hours. Red Rock will be entitled to parts replacement for any manufacturer's part deemed defective, as well as onsite support for the part.

Parts replacement covers any and all Avaya branded hardware including the PBX components (includes but not limited to the servers and gateways).

Any component provided by Red Rock is required to provide a baseline level of Manufacturer Support for any non Avaya components or software supported under this SOW.

Avaya will provide onsite critical spares for the Media Gateway solution. The repair or replacement of Media Gateway components takes 10 days from the time the defective part has been received at the repair depot by the manufacturer.

5 AOS Offers

5.1 Unified Communications

Avaya Operations Services (AOS) provides the following individual service offerings under the Unified Communications Managed Services portfolio;

1. Managed IP Telephony
2. Managed Messaging (Voice Mail)

5.1.1 Managed IP Telephony and Messaging

Avaya Operation Services (AOS) Managed IP Telephony and Messaging Service provides monitoring and management of Red Rock's telephony Infrastructure including Collaboration Pod for Avaya Aura VE, IP-based voice mail systems and associated telephony gateways.

Technology Support

The following products are supported under this service offering:

- Collaboration Pod for Avaya Aura VE
 - Avaya Communication Manager
- Avaya Aura Messaging
- Avaya Session Boarder Controller Advanced for Enterprise (E-SBC)
- Acme Session Boarder Controller (SBC)
- Media Gateway

In addition to the core services described in the managed services summary, Managed Telephony services include the following specific services:

Service Monitoring for IP Telephony

Managed IP Telephony service includes the monitoring of the following:

- IPT Device Availability incidents
- VoIP Gateway and Adapter incidents
 - Collaboration Pod for Avaya Aura VE
- Device Count Threshold incidents
- IPT Service incidents
- IPT Call Activity incidents
- IPT Voice Mail incidents
- Chronic Incidents

VoIP Gateway and Adapter Incidents – The VoIP Gateway and Adapter monitoring include SNMP based incidents as follows:

- Device level incidents
- Operational status (up/down)
- Availability
- CPU utilization
- Memory utilization
- Port level incidents (all Services)
- Operational status (up/down)

Collaboration Pod for Avaya Aura VE Device Count Threshold Incidents– The Managed Telephony Service monitors the gateways, and media devices. The following is a list of Collaboration Pod for Avaya Aura VE device count threshold incidents:

- Registered gateway increases/decrease
- Registered media devices increases/decreases
- Media list exhausted

IPT Call Activities Incidents -The Call Activities category monitors all call activity information. The following is a list of such incidents:

- Call completion failure
- Gateway call completion failure
- Gateway channel/port failure
- SDL queue failure
- Gateway route-list exhausted

VoIP Performance Threshold Trap Incidents – SNMP trap incidents are generated when an SNMP agent running in the VoIP managed device detects that a particular attribute has exceeded a preset value or has changed status.

- VoIP connection loss incident
- VoIP packet loss incident
- VoIP Round Trip Delay incident
- VoIP One Way Delay
- VoIP MOS incident
- VoIP jitter incident

Other SNMP incidents– The following SNMP generated incidents are also supported under Managed Telephony Service:

- Device reset: SNMP polling is completed for determination of system up-time

IPT Voice Mail Incidents – The following IPT Voice Mail Incidents are monitored:

- Capacity utilization
- Session utilization

Service Monitoring for Managed Messaging

Managed Messaging service includes the monitoring of the following:

- Voice Mail incidents
- Chronic incidents

Change Management - Move, Add, Change and Delete (MACD)

Avaya will provide remote Simple and Complex MACD services for Supported Products, at Supported Sites, upon receipt of a correctly completed, authorized service order. Red Rock will be entitled to remote MACDs based on 3% of Red Rock's total billed user license population. Additionally, Red Rock will be entitled to one system administration addition per license activation.

The following example illustrates how entitlements for monthly Moves, Adds, Changes, and Deletes are calculated:

Formula: Total user license population X 3% = Simple MACD entitlements per month.

MACDs will be debited in 15 minute increments from the total monthly amount.

Based on this calculation, Avaya will provide a given amount hours per month for Unified Communications MACD support per the table below. Avaya will semi-annually reassess the MACD allocation based on the current license counts and adjust the hours of support accordingly.

Based anticipated ramp schedule, the table depicts following MACD entitlements based licenses deployed in Years 1 - 5.

Licenses Deployed	Remote Simple MACD Entitlements / Month
500	15
1,000	30
2,000	60
3,000	90
4,000	120
5,000	150
6,000	180
7,000	210
8,000	240
9,000	270
10,000	300
11,000	330

Any overages will be charged based on Avaya published rates or Red Rock may elect to purchase additional MACDs entitlements. Incremental MACD entitlements can be used for any remote MACD activity on solutions under this SOW.

Unused MACD entitlements can be carried forward for a maximum of twelve (12) months at a time and will reset on the service anniversary of this SOW.

Avaya may also provide on-site MACD services for supported products at supported sites. This activity would be considered a separate project and a quote would be developed for the additional charge, as requested by Red Rock via a service order.

A Simple MACD is defined as administrative work performed at the user level.

A Complex MACD is defined as work performed at the system, application or network level or simple MACD requested for > 15 users.

Remote MACDs are debited against Red Rock's entitled balance based on the actual time taken to complete the request and debited as four times the value of a Remote Simple MACD (Example: one (1) Remote Complex MACD = four (4) Remote Simple MACDs).

Examples of remote Simple MACDs for PBX include:

- Extension assignment
- Abbreviated dial buttons

- Announcement assignment [Red Rock records the announcement(s)]
- Call coverage paths
- Feature access codes

Examples of remote Simple MACDs for Messaging include:

- Administrative changes to a voice mailbox
- Name change
- Number change
- Password reset (service levels not applicable)
- Creation of a new subscriber mailbox using existing, supported features on the system
- Deletion of an administered voice mailbox

Examples of remote Complex MACDs for PBX include:

- System parameters
- Routing tables
- Hunt groups
- Vectoring
- Creation of distribution lists (voicemail)

Examples of remote Complex MACDs for Messaging include:

- Creation of distribution lists (voicemail)

Note: Service orders will be submitted by Red Rock via Avaya's web based ticketing system. Avaya will perform MACD activities during Normal Business Hours, which are from 8:00 a.m. to 5:00 p.m. local Site time, Monday through Friday, excluding Avaya Designated Holidays, as defined in Appendix C.

Reporting

The following report categories are provided for this service:

- Quality of Service (QoS) reporting
- availability reporting
- Voice Mail system performance reporting
- Voice Mail usage reporting
- VoIP Gateway availability reporting

Additional Reports for IPT

Top 10 VoIP Performance Reports – VoIP requires additional reporting to reflect and track voice related performance parameters. The following VoIP reports are required to support VoIP service:

- VoIP performance summary report
- 10 Best MOS connections
- 10 Worst MOS connections
- 10 Worst one way delay connections

Each VoIP Connection is listed in a table containing:

- VoIP source device
- VoIP destination device
- Delay (Round Trip)
- Delay (One Way)
- Jitter (One Way)

- Packet Loss (%)
- MOS

A Top 10 report is included for each asset type:

- Top 10 reports for VoIP enabled routers and switches
 - "One Way Jitter"
 - "One Way Delay"
 - "Round Trip Delay"
 - "Packet Loss"
 - "MOS" Value
 - Highest % CPU Utilization
 - Highest % Memory Utilization
 - Device Resets
- Top 10 reports for VoIP circuits
 - Highest % Bandwidth Utilization In & Out
 - Highest % Interface Errors In & Out
 - Highest % Packet Discards In & Out
 - Highest % Access Port Errors
 - Highest % TCP CRC Errors

Performance report data is exportable to Excel.

Monthly VoIP Performance Report

The Monthly VoIP Performance Report is provided to clients that presents them with a view of their VoIP Performance posture for each calendar month. They are available on the client facing Web Portal as a downloadable PDF file in the VoIP overview page. The report is organized as follows:

- Executive Summary
- Urgent and high VoIP performance Incidents
- VoIP Performance Summary
 - Top 10 reports on VoIP device performance
 - 10 Highest % CPU Utilization VoIP Devices
 - 10 Highest % Memory Utilization VoIP Devices
 - 10 Highest Device Reset VoIP Devices
 - Top 10 reports for VoIP enabled routers and switches
 - 10 Best MOS Connections
 - 10 Worst MOS Connections
 - 10 Worst "One Way Delay" Connections
 - 10 Worst "One Way Jitter" Connections
 - 10 Worst "Round Trip Delay" Connections
 - 10 Worst "Packet Loss" Connection

5.2 Data Network Managed Services

Managed Data Network Managed Services provide the end-to-end management of Red Rock's network devices, transport and protocols that interconnect multiple, geographically distributed Red Rock locations with data and voice communications. The devices and vendors that are supported under this Agreement can be found in the Site List in Appendix B.

This service supports the specific device connectivity, "Standards" and "Requests for Comment" (RFC's) that are found within the manufacturer's device specific specifications.

Technology Support

The following products are supported under this service offering:

- Ethernet Routing Switch (ERS) 4800 / 4826
- Virtual Services Platform (VSP) 7024XLS

In addition to the core services described in the Managed Services Summary, Data Network Managed Services include the following specific services:

Incident Monitoring

Incident Monitoring includes availability, interface, threshold, and technology specific incidents and is a fundamental function performed under Incident Management.

SNMP Threshold Incidents – A variety of threshold incidents are monitored in the Data Network Managed Services infrastructure. This flexibility allows the alarming to be tailored to conditions in the network unique to each customer configuration.

SNMP related incidents are generated by traps and polls. SNMP trap incidents are generated when an SNMP agent running within a monitored device detects that a particular attribute has exceeded a present factory value or has changed status. The SNMP agent forwards the trap Object Identifier (OID) to Avaya's AOSOC via the management connection. SNMP MIB OIDs are polled for threshold driven incidents. The results of the SNMP polls are correlated and summarized in the performance reports for each device. If the value of a monitored OID exceeds a pre-determined threshold setting, then the system generates a trouble ticket for that device.

Device Level Incidents:

1. Operational status
2. Availability
3. CPU utilization
4. Memory utilization

Port Level Incidents:

5. Up and down status
6. Operational status
7. Packet loss levels
8. Error levels
9. Load levels

Logical Connection Incidents (i.e. PVC, GRE Tunnel etc.):

10. Up and down status
11. Operational Status

12. Load levels

Change Management - Move, Add, Change and Delete (MACD)

Red Rock is entitled to five (5) Remote MACD per month for supported data networking equipment (VSP and ERS devices). Red Rock can purchase additional MACD entitlements as needed.

Examples of Remote MACDs for Data Networking equipment:

Ethernet Switches:

- Port Mirroring
- Assigning a Port to a Certain VLAN
- Enable/Disable Ports
- Move/Add/Change static routes
- Add access lists
- Configure spanning tree

Core and distribution Switches:

- Replace or Add New Module to the Switch
- Replace or Add Configuration Module
- Add VLANs
- Adding Access Lists
- Adding Trunks

Performance Reports

Performance Reports provide summarizations of the average (monthly, weekly and daily) and five (5) minute interval SNMP collected measurements. All the Performance Reports are exportable to Excel. The Performance Reports are to provide the following information for the Managed Data Network Infrastructure parameters:

Overview Reports

- Performance Overview by Device
- Circuit, PVC and Port Overview
- Performance Summary by Device Type

Performance Details

- **Performance Report-** Daily, weekly, and monthly graphs of CPU utilization, memory utilization, buffer utilization, and buffer failures
- **Response Report -**Daily, weekly, and monthly graphs of response time and distribution of large and small packets.
- **Interfaces Report-** Daily graphs of percent of utilization by interface and tables showing interface performance and configuration details.

Top 10 Performance Reports

The "Top 10 Reports" section includes reports depicting the "Top 10" managed assets in various reporting categories. A single top ten report is included for each device type.

- Top 10 reports for routers and switches
 - Highest % CPU Utilization
 - Highest % Memory Utilization
 - Device Resets
- Top 10 reports for circuits
 - Highest % Bandwidth Utilization In and Out
 - Highest % Interface Errors In and Out
 - Highest % Packet Discards In and Out
 - Highest % Access Port Errors (Alignment/CRC/Frame etc for T1/E1, T3/E3)
 - Highest % TCP CRC Errors (PPP, Serial, Ethernet)

Time periods available to the end-user include calendar month, monthly, weekly, daily, and hourly.

Other Reporting

- Asset Reports
- Trouble Ticket Reports
- SNMP Reports By Device
- Availability Reports By Device

5.3 Video Managed Services

Avaya Video Network Operation Centers (VNOCs) provides services to Red Rock on a 24x7 basis, 365 days per year.

All managed video services are provided remotely, using English-speaking VNOC personnel. Video Managed Service provides the following major sections:

Components of VNOC Service Packages:

- Initial Site Certification and On-boarding
- 7x24 remote, proactive monitoring of all components of the room that may include: all camera, codecs, projectors, switches, power supplies and control equipment
- Daily room sweeps that include proactive maintenance by actively placing calls to reference rooms
- 7x24 Help Desk support
- Proactive and on demand trouble management and resolution of covered equipment
- Access to a web portal for scheduling videoconferences, initiating trouble tickets, or obtaining standard web-based reports
- Access to a 24x7 number for phone scheduling (800# in US only)
- Access to an Outlook Integration for scheduling via Microsoft Outlook
- Software upgrades not to exceed 2 in any year

Management of CPE Video Infrastructure

SCOPIA Elite MCU:

Avaya will monitor the mutually agreed devices on a 24x7 basis and act as a point of contact for trouble resolution. Avaya shall make best efforts to ensure that the monitored equipment is functioning properly. In the event Avaya receives an automated alarm from a Supported Product, Avaya will notify Red Rock's designated point of contact, and work with the customer to resolve the issue.

5.3.1 Video Room Certification

Video Room certification is required for two different types of endpoints:

Managed Video Endpoints: Certification is performed as part of the initial on-boarding process, or as a chargeable add-on event when an endpoint is added to an inventory of managed endpoints that are covered under an annual VNOC service package.

The certification process is intended to ensure that each endpoint is in proper working order before it is placed under ongoing management by the VNOC. Certification requires Red Rock to participate in the final testing.

Certification testing will be scheduled in advance with Red Rock. If the certification needs to be rescheduled, 24 hours written notice to the NOC is required.

5.3.2 Remote Monitoring

Remote monitoring of managed room components is a core service of the Avaya's managed video service packages. The VNOC digitally monitors designated room components 24x7 using SNMP and other standard protocols, and a finely tuned set of parameters that classify problems into categories of severity. The VNOC uses best practice fault management processes to evaluate alarms that are raised, takes appropriate action, and then follows up with appropriate customer notification.

In the case of most video room systems, proactive monitoring includes daily "site sweeps". If any errors or anomalies are discovered during the testing, prompt remediation efforts are undertaken by the VNOC. Since many potential issues cannot be detected when the system is idle, this process provides a daily system check validating that each system is operating at peak performance.

Site Sweeps for are typically conducted during off hours (between 11PM-5AM local site time), but can be performed at a customer specified time if required.

5.3.3 Help Desk/Service Desk

The VNOC will provide a Help Desk for room and immersive video conferencing systems to provide support in three major areas:

- i) Incident Management / Problem Management (incl. internal escalation)
- ii) Routine Help Desk Services
- iii) "Single Point of Contact" for Maintenance Actions and Software Updates

In the case of video soft clients and certain personal video endpoints, Avaya will provide a Service Desk to serve as an escalation resource behind the Red Rock's IT organization. Red Rock's IT organization will be responsible for certain 1st and 2nd level technical support roles that will be separately documented by Avaya. Avaya will generally not provide Help Desk services to individual users of video soft clients or personal video endpoints under the Select Video Managed Service.

5.3.4 Incident Management / Problem Management

Troubleshooting Steps:

For all issues discovered by Avaya through proactive monitoring, or reported by the customer, level 1 and 2 troubleshooting will be performed to quickly isolate and diagnose the root cause and provide a remedy.

The following troubleshooting actions will be taken by the VNOC:

Level 1 Troubleshooting Steps

Audio / Video Issues:

- Check all system and network configuration settings are accurate
- Verify software revision is a production release supported by codec vendor
- Verify camera functionality and alignment (capture screen shots if necessary)
- Disconnect and Reconnect the call
- Reboot codec's if possible. Retest

Network:

- Confirm connectivity to codec or applicable device
- Reboot the device if possible. Retest

Level 2 Troubleshooting Steps

Audio / Video Issues:

- Upgrade software when applicable
- Reload configuration scripts if necessary
- Work with on site techs to trouble shoot an issue and document steps taken
- Perform remote color balance on cameras (If applicable)
- Check for packet loss in codec
- Power cycle camera control units or any questionable device

Network:

- Check for packet loss, if able to connect
- Check router for QOS, packet loss, circuit errors, link speed / duplex

Fault Classifications

The VNOC will use the following fault classifications:

- **Informational:** Issues in this fault category have no impact on the environment or the audio/video performance of the video suite.
- **Example:** a video suite may require a slight camera calibration. This information will be captured in a service ticket. In this example the issue would not be visible to the customer.
- **Notification time to Red Rock:** Within 24 hours, with weekly updates until resolution has been achieved.

- **Minor Fault:** Issues in this fault category have no effect on the audio/video performance of the video suite.

Example: A failed LAN port is reported on one of the furniture receptacles.

Notification time to Red Rock: Within 24 hours, with weekly updates until resolution has been achieved.

- **Major Fault:** Issues in this fault category result in reduced audio/video performance, although the video suite continues to be operational.

Example: Red Rock reports hearing a heavy echo during the conference. The VNOC makes audio adjustments to the conference to correct the issue, but the "Major" category ticket is created so that additional follow-up can be executed to insure that the problem is not repeated in the future.

Notification time to Red Rock: Within 1 hour, with updates as necessary.

- **Critical Fault:** Issues in this fault category result in operational failure of the video conferencing capability.

Example: A video conferencing technology component fails, preventing a conference from being scheduled.

Notification time to Red Rock: Immediate, with updates as necessary.

Trouble Reporting

Red Rock personnel shall report troubles to the Avaya VNOC via either:

- The Avaya Managed Video Services Portal, for non-critical issues; or
- Via telephone (Tel: +1 312-924-3115, unless an alternate number is provided during the on-boarding process). Avaya's IVR greeting will offer the customer four options:
 - Option 1: Assistance with an ongoing conference
 - Option 2: Schedule or update an existing reservation
 - Option 3: Obtain technical support, or get the status of a pending trouble ticket
 - Option 4: All other inquiries

Red Rock reporting a problem shall identify:

- Site Location
- Room Name
- Detailed description of the problem

For existing trouble tickets: Incident Number

For problems with ongoing conferences: conference number

5.3.5 Routine Help Desk Services

Red Rock may contact the VNOC via telephone, email, or the web portal to obtain a wide variety of routine help desk services. Typical examples of such help desk services include:

- Requests to conduct certification of ad hoc endpoints that will participate in scheduled video conferences (separate charges apply)
- Requests for routine maintenance actions to be initiated on room systems that are under maintenance coverage
- Requests to check audio or video quality from a video endpoint
- Routine move, add, and change (MAC) requests that do not have pricing significance
- Other routine questions about video conferencing operations or documentation

5.3.6 Single Point of Contact for Maintenance Actions and Software Updates

Avaya's VNOC provides customers a single point of contact that handles all technical issues and support related to a managed video solution. In addition to providing the technical support services described above, Avaya will act as a single point of contact for equipment maintenance actions and software updates.

Letter of Agency: Avaya's ability to act as a single point of contact requires that the customer provide a written agency agreement, authorizing Avaya and its subcontractors to act on the customer's behalf with respect to entitlements granted in a equipment maintenance agreement.

VNOC Tasks: To the extent that a customer's maintenance contract with third party video system suppliers and/or other third party licensors provides entitlement, Avaya's VNOC will:

- Request and guide equipment vendor maintenance actions, such as parts replacement or on-site engineer visits;
- Engage customer's designated IT resources when a circuit problem is discovered, and open trouble tickets with the network carrier on the customer's behalf as necessary;
- Maintain and update, as necessary, an inventory of video endpoints and other customer infrastructure items that are being remotely managed by the VNOC
- Perform up to two software updates and/or upgrades each year for managed video systems, when:
 - Such updates or upgrades are necessary to assure the operating integrity of the systems; and
 - Such updates or upgrades do not reasonably increase the risk of interoperability problems among the customer's managed video systems, and/or other managed infrastructure.

An "update" is defined as a fix or minor revision of software provided by the equipment manufacturer to correct errors or defects in the existing operation of the software in accordance with the manufacturer's published product specifications, and which is limited to updates that are generally provided under the manufacturer's maintenance program at no charge. The VNOC will identify if an update is required during the troubleshooting process, and seek Red Rock's approval before administering the update.

An "upgrade" is defined as a new release of software provided by the equipment manufacturer that contains enhancements to improve the functionality or capabilities of the software. Red Rock must request that specific upgrades be administered by the VNOC.

5.3.7 Reporting

Reports Included in Service Packages

Avaya's managed video service packages offer customers an extensive portfolio of reports that can be accessed on the portal.

Red Rock will have access to the following reports (applies to most video endpoints; subject to some equipment-specific variation):

- 1) Rooms Under Management
- 2) Usage By Room
- 3) Scheduled Conferences by Room Type
- 4) Multipoint Conference Statistics
- 5) Point to Point Conference Statistics
- 6) Hours by System Type
- 7) Conferences by Charge Back Code
- 8) Success Rate – Managed Systems
- 9) Success Rate – Unmanaged Systems
- 10) Down Time by Month for Video Rooms
- 11) Mean Time to Repair
- 12) Root Cause by Trouble Type
- 13) Time to Isolate
- 14) Advanced Room Reservations

Exception Reporting

Critical Failure Analysis Reports: In addition to monthly reporting, the VNOC will provide the customer with a critical failure analysis report within two working days of closure for a critical category problem. This report will include identified steps that can and will be taken to avoid repeat of failure and/or recommendations to customer for remedial action.

Customer-Specified Charge-Back Codes: Many customers require special charge-back codes as part of the scheduling process. If required, those codes are included in the reporting process so that customer can manage its internal cost allocation process effectively

5.3.8 Network Prerequisites, Connectivity and Security

General Requirements

Avaya's VNOC service package assume that the customer has purchased, deployed, and placed under vendor maintenance coverage, certain network devices to support connectivity and security. While these devices will be reviewed on a case-by-case basis, in general the following hardware components are prerequisites for an Avaya managed video service program:

Mandatory Hardware Devices:

- 1) *E-SBC* – This device enables secure video session handling between the customer and Avaya's VNOC; or an Avaya-approved equivalent security appliance that will provide critical NAT translation capabilities for customers that use private IP address space for internal video resources.
- 2) *MCU(s)* – Red Rock's multipoint control unit shall conform to Avaya's requirements to support the intended volume and performance level of HD video bridging.
- 3) *Termination Router* – A termination router is required on the VNOC side of the IP network connection between the Red Rock and Avaya's VNOC.

In all cases Red Rock's IT security team must be actively engaged to validate that the application is supported and all termination devices meet internal security policies.

6 Red Rock On Boarding Service

Avaya will assign an on boarding prime to ensure smooth transition of Red Rock's Supported Sites into ongoing Managed Services support. On boarding includes the following phases:

6.1 Product Implementation

Avaya will develop a technology an implementation plan that is designed to meet the known requirements of Red Rock. Avaya understands that as work begins with Red Rock to perform due diligence, adjustments may need to be made to account for newly discovered information. Avaya recognizes that due diligence is a necessary step for both Avaya and Red Rock.

Avaya is responsible for the configuration and deployment of the Avaya solution through what is known as "Day 1" Services. Avaya and Red Rock will mutually agree upon cutover dates and times as part of the Implementation plan. As each Supported Site is nearing the cutover date for ongoing support services, an Avaya Managed Services Project Manager will be responsible to work with the site contacts to ensure a smooth transition into Managed Services ("Day 2" Services). This transition entails validating connectivity to the Supported Site and hardware, receipt of sample alarms, validation of contact information, training of any customer staff and up to date inventory and documentation. The transformation plan is described in more detail in the Install and Implementation Plan for Avaya Supported Products.

6.1.1 Assumptions

Avaya's ability to perform the transformation efforts are based on the following assumptions. The parties agree that changes occurring to any of the described assumptions below will constitute an unanticipated event resulting in a possible delay of the project and/or change in project costs. Any changes will be agreed in accordance with Avaya's Contract Change Control in Section 10.

General

- Completion of the deliverables and performance of the Services are based on the parties carrying out their responsibilities as defined in this Statement of Work in a timely manner. The parties will follow the change management process to address any changes, delays or disruptions in Avaya's continuous performance of Services.
- All documentation and/or custom developed materials provided by Avaya will be in a format to be determined by Avaya and approved by Red Rock.

Work Hours

- Avaya's "standard work hours" are 8:00 a.m. to 5:00 p.m. (Local Site Time) Monday through Friday, excluding Avaya designated holidays.
- Non-service affecting work will be performed during standard work hours.
- Overtime: This project has been quoted to include support outside of standard work hours for service-affecting work. This assumes that all service affecting work will be performed out of hours, Monday through Friday, 17:00 to 08:00 (USA local time) or any time on Saturday. If it becomes necessary for Avaya to perform service-affecting work on a Sunday or an Avaya designated holiday, additional charges will apply.

Technical

- For remotely delivered Services, an internet connection via Avaya Secure Access Link (SAL) or Virtual Private Network (VPN) for access into all Avaya systems will be required prior to the start of all work activities. A system user ID and password with appropriate permissions will be required. If Red Rock is unable to provide remote access, then additional on-site labor and travel charges will apply.
- Network access will only be used to perform the activities described in this SOW.
- For VoIP (Voice over Internet Protocol) Solutions, Red Rock will have a network ready to support VoIP traffic. Avaya will conduct a VoIP readiness test prior to accepting network as "ready". Refer to Install and Implementation Plan for Avaya Supported Products.
- Servers targeted for integration must be attached to a network with no impediments to intercommunication between the devices.

Environmental

- The Data Center will be selected by Red Rock and approved by Avaya.
- For physical installations, Red Rock's equipment location shall meet the minimum Avaya environmental requirements for the equipment being installed.

The following activities are not included in the scope of Services to be performed by Avaya as priced within this Statement of Work:

6.1.2 Standard Service Exclusions

- Avaya product certification (i.e. via Avaya University) and installation instruction. (Avaya will provide knowledge transfer sessions only.)
- Testing of Customer provided equipment.
- Resolving interoperability issues with other vendors not acting as a sub-contractor to Avaya.
- Any engineering, or re-engineering, of existing equipment whether previously supplied by Avaya or by another vendor. (Example: Avaya would not alter or repurpose Gateway circuit boards beyond their original intended design).
- Removal and disposal of any previously installed Red Rock owned equipment or cabling.

- Performing any work requiring an electrician.
- Any modification to existing customized applications or 3rd party vendor solutions.
- Any additional functionality not mentioned in the scope.

Program Management

- Coordination of third-party voice and data network(s) and service provider facilities.

Product Specific Exclusions

SM SIP Trunking to Service Providers

- Interoperability testing other than what is defined in the test plan.

CM (Communication Manager)

- Installation does not include support for customer IPv6 network. If support is required, then additional pricing will apply.

Messaging (Avaya Aura™ Messaging)

- Any integration of Messaging with third party telephony systems.

6.1.3 Red Rock Responsibilities

General

Red Rock will:

- Complete forms and questionnaires as required by Avaya.
- Provide access to all parts of Red Rock's network that are within the scope of this project, as required for the delivery of the solution to Red Rock.
- Provide access to facilities and personnel as necessary for Avaya to perform its responsibilities.

Project Management

Red Rock will:

- Verify location(s) meet the Avaya environmental requirements.
- Ensure project team member(s) participation.
- Provide input and approve schedule prior to Installation Stage.
- Provide a project manager to ensure customer deliverables are managed, completed, and closed.

CM (Communication Manager)

Red Rock will:

- Provide space for rack-mountable hardware.
- Provide spreadsheet and floor plan depicting cable pair, jack number, station number and type.
- Ensure that the network circuits are fully extended, terminated, labeled, and tested per industry standards.
- Provide .wav files, if required.
- Provide, set up, configure and verify current software revisions for any DHCP (Dynamic Host Configuration Protocol), TFTP (Trivial File Transfer Protocol), HTTP (Hypertext Transfer Protocol), LDAP (Lightweight Directory Access Protocol) and DNS (Domain Name Server) servers.
- Download current firmware to the TFTP server.
- Provide a representative to support go-live.
- Provide a USB keyboard, mouse and monitor during installation, if necessary.

Messaging (Avaya Aura™ Messaging)

Red Rock will:

- Provide voice talent for Automated Attendant, custom announcements and Caller Applications for an additional charge when requested.

6.2 Transition into Managed Services

This section describes the activities that will happen to prepare the services once the products are implemented. Avaya and Red Rock will work together to define the operational processes during on boarding. The following areas will be covered and detailed out during the transition period.

1. Governance
 - Identify key contacts
 - Create project plan
 - Establish Red Rock /Avaya key processes
 - Establish change control board
2. Billing
 - Gather Red Rock's billing details and contacts
 - Set up invoicing date
3. Infrastructure Requirements
 - Management Connection (VPN Tunnel)
 - Portal and customer facing communications

Program Preparation and Transition

Program Preparation and Transition begins on the Effective Date of this SOW and is completed prior to the Service Assumption Date for the Supported Products at Supported Sites for the respective customer engagement. During the Program Preparation and Transition, Avaya and Red Rock will gather the critical system and end-user data required to implement the services by interfacing with Red Rock's key contacts to gather data on appropriate support processes and procedures.

Program Preparation and Transition may include, but is not limited to, the development of the following:

- Processes in support of service operations:
 - Service Desk processes
 - Incident Management process
 - Change Management
 - Configuration Management
 - Report set up and delivery
- Call Routing
- Connectivity requirements
- System set-up, including customer setup for monitoring and Avaya ticketing database
- Handoff to services
- Red Rock contacts, notifications, information required to support the on boarding workbook

Avaya will provide Red Rock with the following information:

- **Implementation Plan** — Provides a timeline of the relevant tasks for qualifying and implementing the services.
- **Operations Support Guide** – Identifies the business support processes associated with the delivery of the service offers. The Operations Support Guide also includes contact list, service delivery specifics and process flow charts.
- **Technical Documentation** – Provides Avaya requirements for monitoring equipment. In some monitoring solutions, additional information is needed on the supported devices and additional ports may be required to be opened on Red Rock's firewall.

Service Assumption

The Service Assumption Date is the date Avaya first begins to provide services for Supported Products at Supported Sites as defined in this Agreement. Service Assumption occurs after all on boarding activities have completed and been accepted, and after the Supported Products have been installed by Avaya, or its authorized subcontractor, and they have certified the products as being eligible for coverage. All devices need to be registered and certified. A Service Assumption Date may be established for each Supported Product and Supported Site.

Red Rock may delay both the Program Preparation and Transition and Service Assumption Date for no more than six (6) months after the SOW Effective Date with written notice to Avaya. No Product will be provisioned, installed, configured or brought into "Day 2" management until the Service Assumption date has been agreed to by Avaya and Red Rock.

7 Service Coverage

- A prerequisite for Avaya Managed Services is Manufacturer's Support as defined in Section 4.11.
- For Avaya Supported Products, as defined in Appendix B, Avaya will provide onsite maintenance services (U.S. only) at Red Rock's covered locations twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year for Major failures. In addition, Minor incident support will be provided during Normal Business Hours.
- Avaya will provide Red Rock remote operational support for Service Monitoring, Service Desk, Incident Management and Release Management Services twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty-five (365) days per year. Unless otherwise specified in this SOW, all other Services defined in this SOW will be performed eight (8) hours a day, five (5) days a week customer site time, Monday through Friday, excluding Avaya Designated Holidays, as defined in Appendix C.

- The Services will be performed off-site, at Avaya location(s). Red Rock understands and acknowledges that Avaya is permitted to use global resources (non-permanent residents used locally and personnel in locations worldwide) for the delivery of Services.

8 Web-Based Customer Support Portal

Avaya will provide a web based portal for Red Rock to use for all inquiries related to the operation of the end-user's Supported Products. The portal provides Red Rock access to the following activities and information:

- Track ticket status for all outages and activities related to in-scope solution elements
- Open an incident to report an outage or issue
- Submit a Move, Add, Change or Delete (MACD) request
- Review availability and performance information for Supported Products

9 Service Level Agreements (SLA)

The following table provides Incident Severity and Descriptions related to the Service Levels.

Incident Management SLAs	
Major Incident - Primary business function is severely degraded or supported by backup / redundant system. Avaya and Red Rock will provide resources 24x7 to resolve the incident.	
Item	Service Level
Major Incidents	Avaya to provide electronic notification within 15 minutes of ticket creation
	Avaya will update Red Rock within 15 minutes after beginning of Incident Resolution activities and open a conference bridge for continuous updates.
Minor Incidents - Non-critical function of the Avaya provided solution has stopped or is severely degraded. Avaya and Red Rock will commit resources during Standard Business Hours to restore service to satisfactory levels.	
Item	Service Level
Minor Restoral	Avaya will update Red rock upon the resolution and closure of the incident.

MACD SLAs	
Item	Service Level
Remote Simple	For each MACD request containing up to 15 simple remote user transactions received by 3PM local site time, the request will be completed by 5pm local site

Change (MACD)	time the following business day. Requests received after 3PM local site time will be marked as received at 8am the following business day.
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Note: An alarm is designated as either Major or Minor by routing rules programmed by Avaya. A Major Alarm is not necessarily an indication of a Major Failure and may not be handled as a Major Failure. A Minor Alarm is not necessarily an indication of a Minor Failure and may not be handled as a Minor Failure.

Note: SLAs are not applicable for any OEM (Original Equipment Manufacturer)/3rd party applications or products as they relate to Manufacturer Support not covered under Avaya.

9.2 Service Level Reporting

Reporting Item	Reporting Description	Service Level Objective
Monthly Service Performance Report	Monthly Summary of all tickets (incidents) performance includes Notification and Restore.	10th Business Day of each Month
Monthly MACD Activity Report	Monthly Summary of all MACD activity (orders)	
Incident Management	Monthly summary of Incident Management activity	
Actions	Monthly summary of outstanding actions	

9.3 Video Managed Service Level Agreements

Service Availability

Availability SLA for the following services: Select Video Managed Service; Assisted Video Conferencing.

Downtime less than 0.5% (99.5% Uptime)

Downtime is measured from the time a master trouble ticket is opened in the Avaya trouble management system until the time that the applicable ordered service (listed above) is able to make and/or receive conferences.

This goal applies to the core network components used by Avaya to deliver such services including signaling servers, media servers, MCU, session border controllers, ISDN gateways, gatekeepers portal and other ancillary infrastructure components, and specifically excludes video and/or voice call quality, connections that are provided by third parties, and certain specific scenarios including:

- i) in case of Assisted Video Conferencing, the service when purchased on a fixed monthly usage plan (rather than "unlimited use" basis)
- ii) in the case of Assisted Video Conferencing, the number of available connections to Assisted Video Conferencing.

Call Answer Time

Available Service Level Objective (SLO) for the Select Video Managed Service; Assisted Video Conferencing Service; applies to inbound reservations only, when at least 50 calls/month are made in a given month; 90-day period used for performance review.

Mean Time to Respond

Available Service Level Objectives (SLO) for the Select Video Managed Service; Assisted Video Conferencing Service;

Within 30 minutes of becoming aware of a failure of a managed video endpoint, Avaya initiates a technical support response. (Notice of the endpoint failure may be obtained through monitoring, or as a result of Customer notification to Avaya's designated Video NOC).

Mean Time to Trouble Isolation

Available Service Level Objectives (SLO) for the Select Video Managed Service; Assisted Video Conferencing Service.

Within 60 minutes of initiating a technical support response, Avaya identifies whether the reported issue is a WAN/LAN network issue, or a problem in the video endpoint equipment or software.

Access Services SLO

When Access Services are purchased concurrent with the purchase of Avaya Managed Video Services packages, the following goals shall be applicable for core network availability and core packet delivery:

Downtime less than 0.5% (99.5% Uptime)

Downtime is measured from the time a master trouble ticket is opened in the Avaya trouble management system until the time that the applicable ordered service (listed above) is able to make and/or receive conferences.

The core network encompasses the backbone network used by Avaya's managed video services infrastructure for communication with one or more datacenters, but excludes the access network where local loops are provisioned, such as connectivity to third party providers (e.g., MPLS providers, Ethernet providers, private line carriers and public internet access).

Assumptions Concerning Service Level Objectives

The above service level objectives assume that Red Rock immediately reports any suspected performance issue to the Avaya's designated Video Network Operations Center and opens a trouble ticket. The service level objectives further exclude:

- i) any act or omission of Red Rock or its end-users, or their representatives, contractors, agents, authorized invitees, successors or assigns, including, without limitation, any failure to comply with the terms and conditions of the Agreement or standard user procedures
- ii) failures in Red Rock's systems (video, ancillary system hardware/software, HVAC, network equipment, etc) or other Red Rock caused conditions;
- iii) unavailability of required Red Rock personnel, including as a result of failure to provide Avaya with accurate, current contact information
- iv) Red Rock's use of any service ordered from Avaya in an unauthorized or unlawful manner;
- v) claims arising during any period of normal maintenance by Avaya or its subcontractors (typically performed between the hours of 23:00 to 06:00), or during any period of urgent maintenance;
- vi) improper or inaccurate network specifications provided by Red Rock;
- vii) Red Rock's failure to release use of the applicable service if the service is reasonably known to be operating on an impaired basis, or be under repair
- viii) a Force Majeure Event.

In no way limiting the foregoing, Avaya is not responsible for monitoring the service level objectives outside of the core network used in Avaya's managed video services. Moreover, Avaya does not guarantee video performance with respect to jitter and latency outside such core network. Red Rock acknowledges that Avaya's managed video services shall be dependent in part on the performance of third party supply chain suppliers and network providers.

10 Contract Change Control

Contract change control is the process Avaya will use to make changes to the Statement of Work. The process is as follows:

- Red Rock begins the process by providing Avaya written notice of the requested change, including any critical implementation date(s).
- Avaya will evaluate the requested change and within ten (10) business days of its receipt of all relevant information Avaya will notify Red Rock if the requested change falls within or outside the scope of this SOW. If the requested change is out-of-scope, Avaya will advise Red Rock if Avaya will propose a solution that, if accepted by Avaya, would expand the scope of this SOW to include such change and solution.
- If Avaya and Red Rock agree to proceed, Red Rock will complete a specific detailed requirement statement and Avaya will prepare a plan setting forth the scope and details associated with implementing the proposed solution.
- Avaya will communicate to Red Rock any one-time and/or recurring additional charges related to the proposed solution.
- If Avaya and Red Rock agree in writing, signed by both parties, to the terms and conditions of the solution, including the charges, Avaya will implement the change(s) to the Statement of Work.
- Upon implementation of the change(s), Red Rock will acknowledge in writing Avaya's implementation of the change(s) in accordance with the terms of the agreed-upon solution.
- This change includes but is not limited to the addition of supported products and/or moving supported products to a new location.

11 Red Rock Responsibilities

- Remote Services are in Scope, as well as on site support for Sites and Supported Products covered by Avaya Manufacturer Support, as defined in Appendix F. Any onsite support for Minor incidents, HW MAC activity or projects on Red Rock's premise will be billable at T&M or on project basis
- Red Rock must select a point of contact for the Avaya Service Management team to interact with for monthly meetings, billing issues and overall management discussions. Red Rock is responsible for updating contact information.
- Provide IP addresses associated with Supported Products.
- Avaya and Red Rock will have access to the Supported Products for system administration (i.e. MACD) changes. Both Avaya and Red Rock will have their own password and login schemes which they each will control. The parties agree to communicate any major system administration changes it intends to make to the Supported Products to the other party in advance. The Connectivity / bandwidth required for all remote management tools would be provisioned and supported by Red Rock.
- Red Rock is responsible for making sure that any Red Rock-supplied servers under AOS monitoring/management have SNMP agent installed and configured.
- Red Rock is responsible for any configurations necessary to allow for SNMP.
- Avaya may discontinue or limit the scope of services for Supported Products that Avaya or a third party manufacturer has declared "end of life," "end of service," "end of support," "manufacture discontinue" or similar designation ("End of Support") effective as of the effective date of the manufacturer's End of Support notice. If Red Rock does not agree to allow Avaya to implement Avaya recommended updates to supported products, then Avaya may limit the scope of services defined under this SOW. The initial solution provided by Avaya will be fully supported as defined in this Statement of Work throughout the initial term of the agreement.
- Red Rock will provide and maintain all non-electrical premise distribution system products (with the exception of Avaya provided products. Example: Collaboration Pod for Avaya Aura VE, Media Gateway, Switches, Routers, directly provided by Avaya) including wiring, cabling and distribution frames required by Avaya to provide the services for the Supported Products. Furthermore, Red Rock is responsible for keeping updated records of wire runs and cable pair assignments and furnishing such information to Avaya as required by Avaya in connection with the performance of its work.
- Red Rock will have a qualified representative present and available at the Site any time Avaya is at the Site to perform services.
- Any on-premises support provided by Avaya at a location other than a Supported Site is subject to additional Charge.
- Red Rock will devote appropriate personnel and other resources to diligently work with Avaya to develop and finalize the Implementation Plan for a customer engagement under this Agreement within thirty (30) days after the Effective Date for the order.
- Red Rock will provide all information and materials requested by Avaya in connection with the services on boarding and/or in connection with the delivery of services, including, but not limited to, an accurate, complete device/Supported Product list along with configuration files, cable records, system administration devices, office premise extension information, network interface information, system passwords and access numbers.

- If Red Rock delays or fails to perform any of the roles or responsibilities, the Service Assumption Date for Supported Products at Supported Sites under an order for a customer engagement may be delayed without penalty to Avaya. Avaya will issue a Notice to Cure within 15 days of said delay or failure. The Notice will provide for a minimum 45 days to cure at which time Avaya can, at its sole discretion, extend the cure time. After the cure time has expired and the Service Assumption Date does not occur within thirty (30) days after the date specified in the Implementation Plan, Avaya may begin invoicing Red Rock (and Red Rock shall begin to pay Avaya) for both recurring and non-recurring charges. Red Rock will provide an internal Helpline / Helpdesk for their end user population for all general usability and operational support.
- Report faults relating to non-supported products and services to the applicable suppliers and vendors, and provide information concerning such faults to Avaya when relevant.
- Notify Avaya of any misuse of the products or systems.
- Maintain a safe and secure location for the Supported Products and restrict access to the Supported Products to authorized personnel only. For example, Red Rock will ensure that all equipment rooms containing Supported Products are secured by combination locks or keys and only authorized personnel are permitted access.
- Included in this Agreement are all Avaya Media Gateways connected to an Avaya Servers supported under this Agreement.
- Red Rock will cooperate with Avaya ensure Avaya Media Gateways and the Avaya Server to which they are connected are maintained at the same release version to avoid performance issues.
- Provide full and timely access to Supported Products upon request by Avaya, and such access shall be available in any period during which a work request remains open.
- Provide reasonable advance notice, preferably a minimum of 48 hours, of any planned changes in Red Rock's network environment that would impact delivery of services, including the IP addresses associated with Supported Products.
- Retain at least one of the chosen back up media at the Supported Site for Supported Products and make the media available to Avaya's authorized personnel. If tape back ups are necessary, the presence and coordination of Red Rock's IT personnel will be required.

Red Rock Responsibilities for Product As a Service

- All Avaya equipment located on Red Rock's premises needs to be adequately secured and insured by Red Rock. In the event of a catastrophic loss or theft Avaya will work with Red Rock, through the change management process, to redeploy replacement assets and restore service. Red Rock will be responsible for the cost of this redeployment. If applicable, Avaya will also work to utilize resources at other locations to restore service quickly to effected site(s).
- For Avaya equipment located on Red Rock premises, Red Rock may be required to perform, at no cost, basic assistance activities. Any such activities will be coordinated with Red Rock.

12 Pricing

The pricing table represents monthly pricing and all prices are displayed in US dollars.

The dollar value represented in the table below in the Monthly Price column is the guaranteed Minimum Revenue Commitment, as described in Section 13, Billing, for the term of this Agreement.

Pricing for all Unit Types (UC user, Base Station and Radvision Video) for all years is based on the ramping in the tables described below. The Minimum Revenue Commitment based on deployed unit amounts is also depicted on a monthly and quarterly basis in the tables.

Upfront Payments

Red Rocks agrees to pay two (2) payments to facilitate the Product as a Service model.

- The first payment of \$150,000 is due in one month after the effective date of this SOW.
- The second and final payment of \$50,000 is due at month 6 after the effective date of this SOW.

Table 1 - UC License Ramp:

The following table represents a five (5) year ramping of UC licenses. The license counts at the end of each Q4 represent the Minimum Revenue Commitment going forward. (I.e. Year 1 Q4: Red Rock will be billed for actuals though never less than 1,750 licenses. Year 2, Q4, similarly, the Red Rock will be billed for actuals though never less than 4,313)

Avaya reserves the right to increase the unit rates for the UC user if the Media Gateway solution initially selected has proven not to be sufficient for Red Rock's needs. If the final Media Gateway solution is higher in price, Red Rock agrees to a mutual price adjustment.

In the first year, all UC licenses have a premium of \$17.00 added to them in addition to the user rate of \$13.55 to equal 30.55 / license / month.

Year	Quarter	Quantity	MRC	Unit Rate	Monthly MRC	Quarterly MRC
1	Q1	146		\$30.55	\$ 4,460.30	\$ 13,380.90
	Q2	875		\$30.55	\$ 26,731.25	\$ 80,193.75
	Q3	1,313		\$30.55	\$ 40,112.15	\$ 120,336.45
	Q4	1,750		\$30.55	\$ 53,462.50	\$ 160,387.50
2	Q1	2,391	1,750	\$13.55	\$ 32,394.66	\$ 97,183.99
	Q2	3,032	1,750	\$13.55	\$ 41,076.83	\$ 123,230.48
	Q3	3,672	1,750	\$13.55	\$ 49,758.99	\$ 149,276.96
	Q4	4,313	4,313	\$13.55	\$ 58,441.15	\$ 175,323.45
3	Q1	4,931	4,313	\$13.55	\$ 66,815.05	\$ 200,445.15
	Q2	5,549	4,313	\$13.55	\$ 75,188.95	\$ 225,566.85
	Q3	6,167	4,313	\$13.55	\$ 83,562.85	\$ 250,688.55
	Q4	6,785	6,785	\$13.55	\$ 91,936.75	\$ 275,810.25
4	Q1	7,351	6,785	\$13.55	\$ 99,599.28	\$ 298,797.83
	Q2	7,916	6,785	\$13.55	\$ 107,261.80	\$ 321,785.40
	Q3	8,482	6,785	\$13.55	\$ 114,924.33	\$ 344,772.98
	Q4	9,047	9,047	\$13.55	\$ 122,586.85	\$ 367,760.55
5	Q1	9,613	9,047	\$13.55	\$ 130,249.38	\$ 390,748.13
	Q2	10,178	9,047	\$13.55	\$ 137,911.90	\$ 413,735.70
	Q3	10,744	9,047	\$13.55	\$ 145,574.43	\$ 436,723.28
	Q4	11,309	11,309	\$13.55	\$ 153,236.95	\$ 459,710.85

Table 2 - Base Network Ramping:

Base stations, consisting of VSP 7000 routing switches, will be deployed according to the ramping schedule depicted in the table below. In the first year, all Base Station monthly rates have a premium of \$820.00 added to them in addition to the standard rate of \$805. to equal \$1,625.00 / Base Station / month.

Avaya will allow short term and temporary (one to two month) deployment delays to Base Stations in such cases as the facilities housing the equipment are not ready. Avaya will meet with Red Rock on a quarterly basis to confirm deployment schedule and possibly adjust the pricing unit rates if delays or faster deployments are expected.

The table below depicts the deployment of the base stations beginning in Month 3 (Q1) and will continue to grow throughout Month 15 and then become the steady state throughout the term of this SOW.

Year	Quarter	Month	Total Base Stations Deployed	Base Stations to be deployed	Unit Rate	Monthly MRC	Quarterly MRC
1	1	1	0	0	-	-	-
		2	0	0	-	-	-
		3	1	0	\$ 1,625.00	\$ 1,625.00	\$ 1,625.00
	2	4	1	0	\$ 1,625.00	\$ 1,625.00	\$ 4,875.00
		5	1	0	\$ 1,625.00	\$ 1,625.00	\$ 4,875.00
		6	3	2	\$ 1,625.00	\$ 4,875.00	\$ 14,625.00
	3	7	5	2	\$ 1,625.00	\$ 8,125.00	\$ 24,375.00
		8	7	2	\$ 1,625.00	\$ 11,375.00	\$ 34,125.00
		9	9	2	\$ 1,625.00	\$ 14,625.00	\$ 43,875.00
	4	10	11	2	\$ 1,625.00	\$ 17,875.00	\$ 53,625.00
		11	13	2	\$ 1,625.00	\$ 21,125.00	\$ 63,375.00
		12	15	2	\$ 1,625.00	\$ 24,375.00	\$ 73,125.00
2	1	13	17	2	\$ 805.00	\$ 13,685.00	\$ 41,055.00
		14	19	2	\$ 805.00	\$ 15,295.00	\$ 45,885.00
		15	21	2	\$ 805.00	\$ 16,905.00	\$ 50,715.00

From Month 16 until Month 25, \$19,389.09 will be the steady state Monthly MRC for all twenty one (21) deployed Base Stations.

The following table represents the continued deployment of the Base Station equipment from Month 25:

Year	Quarter	Month	Total Base Stations Deployed	Base Stations to be deployed	Unit Rate	Monthly MRC	Quarterly MRC
3	1	25	23	2	\$ 805.00	\$ 18,515.00	\$55,545.00
		26	25	2	\$ 805.00	\$ 20,125.00	\$ 60,375.00
		27	27	2	\$ 805.00	\$ 21,735.00	\$ 65,205.00
	2	28	29	2	\$ 805.00	\$ 23,345.00	\$ 70,035.00
		29	31	2	\$ 805.00	\$ 24,955.00	\$ 74,865.00
		30	33	2	\$ 805.00	\$ 26,565.00	\$ 79,695.00
	3	31	35	2	\$ 805.00	\$ 28,175.00	\$ 84,525.00
		32	37	2	\$ 805.00	\$ 29,785.00	\$ 89,355.00
		33	39	2	\$ 805.00	\$ 31,395.00	\$ 94,185.00
	4	34	41	2	\$ 805.00	\$ 33,005.00	\$ 99,015.00
		35	42	1	\$ 805.00	\$ 33,810.00	101,430.00

Table 3 – Radvision Video:

The following table depicts the deployment of the Radvision solution and the services for the Supported Products. The table depicts the deployment of the products in Month 3 (Q1) and will continue for all five years throughout the term of this SOW in a steady state.

Year	Quarter	Unit	Unit Rate	Monthly MRC	Quarterly MRC
1	Q1	1	4,865	\$ 4,865.13	\$ 4,865.13
	Q2	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q3	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q4	1	4,865	\$ 4,865.13	\$ 14,595.39
2	Q1	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q2	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q3	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q4	1	4,865	\$ 4,865.13	\$ 14,595.39
3	Q1	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q2	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q3	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q4	1	4,865	\$ 4,865.13	\$ 14,595.39
4	Q1	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q2	1	4,865	\$ 4,865.13	\$ 14,595.39

	Q3	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q4	1	4,865	\$ 4,865.13	\$ 14,595.39
5	Q1	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q2	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q3	1	4,865	\$ 4,865.13	\$ 14,595.39
	Q4	1	4,865	\$ 4,865.13	\$ 14,595.39

Pricing Notes, Inclusions & Exclusions

- Pricing is in US dollars.
- Contract term is 60 months.
- Pricing excludes all taxes.
- Invoicing for services is monthly in advance
- Pricing is based on the proposed design. Changes to the location of the Supported Sites or number of Supported Sites or Supported Products and/or their quantity may impact the price. Avaya will re-evaluate the monthly support fees and modify the charges, if warranted, subject to contract Change Management process.
- Upon conclusion of the on boarding (transition) of Supported Sites and Supported Products into managed services, the monthly recurring charge shall be considered as the monthly Minimum Revenue Commitment charge for the duration of the contract. At no time shall Avaya invoice for less than the monthly Minimum Revenue Commitment.
- Remote Moves, Adds, Changes and Deletes (MACDs):
 - Additional remote MACDs are available for purchase.

Remote Simple MACD Entitlements	Total Price
40	\$2,200.00
80	\$4,400.00
200	\$11,000.00
400	\$22,000.00
800	\$44,000.00

- Onsite MACDs are not included but are available on a time and material.
- For tracking MACDs hours or if additional Block of Hours (BOH) are purchased:
 - For Remote Simple MACD requests and consultation services, Avaya will assume each MACD will take one-quarter hour to perform.
 - Remote Complex MACDs are billed upon actual hours expended to complete the MACD request. Avaya will track hourly support on a minimum of one-quarter hour and will round each partial hour up to the next half hour.
 - Any requests for work to be performed After Normal Business Hours, Red Rock will be subject to overtime usage of hours based on an uplift factor of two (2). Such that one (1) hour of work performed outside of Normal Business Hours, will use two (2) BOHs. Avaya will use a minimum of one (1) hour for work performed and will round each

partial hour consultation up to the next half (1/2) hour.

- Time and Material Rates is based on the following:
 - Time and Material for Remote Support - \$290 per hour
 - Regular Business Hours – 2 hour minimum; after 2 hours is met, all actual billing is in 15 minute increments.
 - After Hours/Weekends/Holiday – 4 hour minimum; after 4 hours is met, all actual billing is in 15 minute increments.
 - Time and Material for On Site Support - \$200 per hour
 - Regular Business Hours - 1 hour minimum; after 1 hour is met, all actual billing is in 15 minute increments.
 - After Hours/Holiday – 3 hour minimum; after 3 hours is met, all actual billing is in 15 minute increments.
- Excludes all third party products and vendor management for equipment not listed in scope.

Maximum System Capacity Limitations and Customer Responsibilities:

Avaya will provide Red Rock with SIP registration capacity up to 12,000 endpoints. Avaya will additionally provide Red Rock with the capacity to support 28 T-1s and two (2) Avaya G450 gateways during the installation. Red Rock will be able to deploy only twelve (12) T-1s until additional Avaya G450 gateways are purchased. Red Rock understands and acknowledges that additional hardware added in order to expand beyond this amount provided by Avaya will increase the unit rates. Red Rock will require one (1) Avaya G450 gateway for every six (6) T-1s deployed.

13 Billing

Red Rock will be billed monthly for services. All billing will take place one month in advance unless otherwise agreed to on the order form and is based on the current counts of Supported Products and billing units.

Invoicing will be based on where Services are delivered.

No enhanced billing reports (such as CDRs) will be provided by Avaya.

Contract Minimum

All contracts have a minimum monthly billing. The steady state monthly billing for Avaya Operations Services shall serve as the baseline for calculating the minimum monthly billing, which equates to the Minimum Revenue Commitment (MRC). The Minimum Revenue Commitment is equal to the minimum monthly total in Section 12, Pricing per the ramping schedules as depicted in Table 1, 2, 3 in Section 12 above. The MRC will remain in effect for the duration of this Agreement, including any renewals.

The following growth factors could result in an adjustment of pricing or an extension of the Agreement:

- Growth requiring additional hardware or software beyond what is defined in Appendix B, Supported Products and Site List
- If unexpected growth requiring occurs with less than 18 months remaining in the contract
- Avaya and Red Rock will evaluate additions of equipment and scope in Month 6.

Bill Start Date

Billing will start from the completion of Day 2 activation, on a per site basis, as measured by Avaya and communicated to Red Rock as the Service Assumption Date.

True-Up

Avaya will at its discretion, perform a true up on no more than a quarterly basis to reconcile future billing of license, agent and server volumes, which have been added or removed during the previous period. No credits or cash payments will be issued against previously paid amounts. During true-up, if it is determined Red Rock volume has changed; Avaya will adjust Red Rock's specific pricing to reflect the changes, not to fall below the minimum monthly billing.

Initial license and server volumes for monthly billing will be validated during On Boarding.

14 Termination

Termination conditions are defined in the Master Services Agreement.

15 Customer Reference

Red Rock and/or its Affiliates will participate in the agreed: (i) interviews or talks with the media and industry analysts regarding the business benefits of the Avaya solution and Services; and (ii) one-on-one calls reference calls between Red Rock and another prospective Avaya customer who is not customer competitor.

Notwithstanding the foregoing, Red Rock and its Affiliates agree to the following (in accordance with the mutually agreed to details):

Development and issuance of a news-oriented press release with respect to Red Rock's selection of Avaya and its Affiliates as its global provider of solutions and services to be issued after the signature of the Master Services Agreement.

Inclusion of Red Rock and its Affiliates on RFP, RFI or similar customer reference lists.

Development and updating of a case study or customer brief in either print and/or video format outlining Red Rock and its Affiliates' business objectives and challenges, the Avaya solution and the resulting financial or operational benefits to Red Rock and its Affiliates, which will be available to Avaya, its Affiliates and their authorized channel partners for use as a sales tool and posted on the external avaya.com web site.

Appendix A: Glossary

Acronym or Abbreviation	Meaning	Details
AAM	Avaya Aura Messaging	Avaya Aura® Messaging is Avaya's next generation solution for unified messaging that combines new and existing technology and expertise with industry standards to flexibly integrate within the Avaya Aura® architecture in Linux based server environments. Avaya Aura® Messaging is part of Avaya's unified messaging strategy to continue to drive end-user productivity, simplicity and integrated experiences while providing IT with cost savings and significantly greater deployment flexibility with consolidation, resiliency, and scale.
AACM	Avaya Aura Communication Manager	Avaya Aura® Communication Manager software is the open, highly-reliable and extensible IP Telephony foundation on which Avaya delivers Unified Communications solutions to enterprises large and small. It delivers rich voice and video capabilities and provides for a resilient, distributed network of gateways and analog, digital and IP-based communication devices.
ACM	Avaya Communication Manager	
ACCCM	Avaya Contact Center Control Manager	Avaya Contact Center Control Manager (ACCCM) provides centralized operational administration exclusively for Avaya Contact Center Applications. This product allows one-time definition and on-going management of the following entities and data relevant to contact center systems: Agents, Skills, VDN's, extensions, call flows, IVR working hours, dynamic prompts and menu content
AES	Application Enablement Services	Avaya MultiVantage Application Enablement Services (AE Services) CallVisor LAN (CVLAN) is an application programming interface (API) that allows Computer Telephony Integration (CTI) based applications to communicate, by way of function calls,

		with Avaya Communication Manager.
AOS	Avaya Operations Services	Managed Services from Avaya
AOSOC	Avaya Operations Services Operations Centers (AOSOC)	Delivery centers around the globe that provide technical support for all Avaya Operations Services customers.
AMM	Avaya Message Manager	
Block of Hours (BOH)		Allocation of hours provided to perform Moves, Adds, Changes and Deletes.
CMDB	Change Management Data Base	Database used to store configuration records of supported products
Change Management		Change Management is the process Avaya and Customer will use to make changes to the Proposal.
Complex MACD	Complex Move, Add, Change, Delete	Administration work done at the system or application level. Billing based on actual time to complete the request.
Contract Level Vendor Management	Contract Level Vendor Management	A custom offer whereby Avaya provides management of the contractual obligations a vendor has committed to including but not limited to SLA attainment, payment/credit for penalty, scheduled meeting readouts, dispute resolution. This does not include the negotiations of T&C's or financial terms for original or renewal of contracts/agreements.
CPU	Central Processing Unit	
End Of Support		Avaya may discontinue Managed Services for Hardware that Avaya or the third party manufacturer has declared "end of sales," "end of life," "end of service," "end of support," "manufacture discontinue," or similar designation ("End of Support") from time to time. Avaya will endeavor to provide prompt notice upon the declaration of a Product as "End of Support." The discontinuance will be effective at the next anniversary date of the term of the applicable order or such later date as specified in Avaya's notice and the Products will be removed from the list of Supported Products and rates will be adjusted accordingly. Upon Red Rock's request, Avaya will make available the then current list of Products subject to "End of Support." Replacements and replacement parts

		for End of Support Hardware will be subject to availability, and Avaya's service level commitments with respect to such End of Support Hardware will commence when Red Rock makes available appropriate replacements or replacement parts.
Equipped Port	Equipped Port	Any termination in a PBX or key system to which a trunk, terminal/station, voice mail, paging, data, video, auxiliary device or any other element that requires access into or out of the common equipment.
Fault	Fault	An error condition that causes the Supported Products to fail to operate in substantial compliance with the Documentation and causes a material adverse impact on the use of the Supported Products.
Hours of Coverage	Hours of Coverage	The contracted support days / hours selected for the Supported Products.
IP	Internet Protocol	A standard method of routing data packets between networks
IPT	Internet Protocol Telephony	Converts voice communications into data packets. These data packets run on LAN (Local Area Network) Ethernet technology which currently supports over 96% of all companies' need for LANs.
IT	Information Technology	the study, design, development, implementation, support or management of information systems
ITIL	Information Technology Infrastructure Library	ITIL provides industry standards for best practices for IT service management.
LAN	Local Area Network	A computer network covering a physical area of grouped computers and servers in close proximity to each other.
Licensed Agent	Licensed Agent	Agent Licenses purchased which is used as the agent count for pricing and billing.
LOA	Letter of Authorization	Letter of Authorization allowing Avaya to be represent Red Rock and communication directly with the vendor on incidents
MACD	Move, Add, Change, Delete	Simple and Complex Administration, as defined in this SOW for Supported

		Products.
High Failure		Greater than 25% Out Of Service: A system generated or Red Rock reported alarm indicating more than 25% of the managed solution is out of service or
Major Release		A major change to the software that introduces new optional features and functionality. Major Releases are typically designated as a change in the digit(s) to the left of the first decimal point (e.g. [n].y.z).
Master Site List		Provides a comprehensive, up-to-date list of the Supported Products and other related information at a system level by Site.
Minor Failure		Any issue that is not defined as a Major issue.
Minor Release		A change to the software that introduces a limited amount of new optional features and functionality. Minor Releases are typically designated as a change in the digit to the right of the first decimal point (e.g. n.[y].z).
MIB	Management Information Base	A virtual database used for managing the entities in a communications network. Most often associated with the SNMP protocol
Monthly Revenue Commitment (MRC)		MRC is the minimum monthly rate committed to in Section 12, Pricing.
New Site		Sites that are added to the SOW above those identified as the baseline for a specific engagement.
Normal Business Hours		Normal Business Hours will be defined as 8:00 a.m. – 5:00 p.m., Monday through Friday, customer local Supported Site time, excluding Avaya Designated Holidays, as defined in Appendix C.
OID	Object Identifiers	An identifier used to name an object in computing.
Operations Guide		Identifies the business support processes associated with Fault

		Management; MACD provisioning; and Helpline support. The Customer Support Plan also includes contact lists, sample reports and process flow charts.
OS	Operations Services	Operation Services from Avaya
PBX	Private Branch/Business Exchange	Automatic telephone switchboard managed privately. A telephone switching system that is utilized by a business customer and provides shared access to private and/or public telephone networks for lines/stations located at the same location as the PBX.
Per Incident Maintenance		A billing method for services not covered by predetermined Charges. Charges are incurred based on time spent by Avaya in delivering the service. Previously referred to as Time and Materials (T&M).
Project		Any activity that cannot be quoted within this SOW because of its complexity. A project will require consultation between Red Rock and Avaya. A project will determine agreed time lines and costs for completion of any project work.
SLA	Service Level Agreement	Measurable performance targets for fault management and administration requests. AOS can develop custom SLA's with penalties or service credits with customers upon request.
Service Assumption Date		The Service Assumption Date is the date Avaya first begins to provide services for Supported Products. The Service Assumption Date occurs after the Master Site List has been completed and Avaya, or its authorized subcontractor, has certified the products as being eligible for maintenance coverage.
Service Order		An order by Red Rock for system administration services. A service order is submitted by an authorized person via a Remedy ticket. Multiple orders for system administration services for a single Site with the same requested due dates will be considered a single service order.

Simple MACD	Simple Move, Add, Change, or Delete	Work performed at the user level (e.g., establishing a user account). Billable as 15 minute activity (.25 hour).
Site	Site, Location, Sold to	Either the location of a single PBX, Remote Module (EPN), Key System co-located with Supported Products, as defined within this SOW.
SIU	Switch Interface Utility	Switch Interface Utility is the system component configured in Witness Quality for Hunt Groups and VDN's for Communication Manager with information specific to the switch.
SMTP	Simple Mail Transfer Protocol	A protocol for sending email messages between servers.
SNMP	Simple Network Management Protocol	The protocol governing network management and the monitoring of network devices and their functions. SNMP is described formally in the Internet Engineering Task Force (IETF) Request for Comment (RFC) 1157 and in a number of other related RFCs.
SPOC	Single Point of Contact	The service desk is a designated single point of contact (SPOC) for Level 2 support and manages the communication with Red Rock's help desk (Level 1). Avaya service desk function will coordinate incidents and service requests, as well as system administration functions.
Supported Products	Supported Products	Products being supported by the AOS offers as defined within this Statement of Work.
System Backup		<p>The process Avaya uses to copy data from a system or network component for retention or disaster recovery purposes. System back-ups are defined in the following ways:</p> <p>With Red Rock's Participation – Avaya provides the remote support, but requires onsite support from Customer to complete the back-up procedures.</p> <p>All Avaya – Avaya remote and/or onsite personnel perform all work necessary to complete the back-up and store the media.</p>
Transition Plan		Provides a timeline of the relevant tasks for implementing the services.
TDM	Time Division Multiplexing	A technique for transmitting a number

		of separate data, voice, and/or video signals simultaneously over one communication medium by interweaving a piece of each signal, one after another.
Update		A change in the software that typically provides a maintenance correction only. An Updates are typically designated as a change in the digit to the right of the second decimal point n.y.[z]) representing a re-release of the corrected software version, or an issue(s)-specific correction provided in the form of a patch, service pack, maintenance release, etc.
VDN	Vector Directory Number	An extension that directs incoming calls to specific vectors. A VDN is a "soft" extension number that is not assigned to an equipment location. VDNs must follow the dial plan.
VOIP	Voice Over Internet Protocol	VoIP (Voice over Internet Protocol) is the two-way transmission of audio over a packet-switched IP network. - Transmitting voice conversation as packets of data from one communications device (voice switch, PC, or IP Phone) to another over a TCP/IP network.

Appendix B: Supported Products and Site List

The support described in this SOW will be provided at the following sites ("Supported Sites"):

Location Name	Street Address	City	State	Zip	Sold to
Main Data Center and Red Rock Headquarters	3004 E Fillmore Street	Phoenix	AZ	85008	0005377226
Base Station locations	To be added via the Change Management process				

Avaya Supported and Avaya Provided Products	
Core	
Product	Release
Communication Manager	R6.2
Avaya Aura Messaging	R6.1
Avaya CCCM	R6
Avaya Gateways	G450
Sipera SBC	
Acme Packet SBC	
ERS 4800 Series and VSP 7000 Series	
Base Stations	
Location	Release
ERS 4800 Series and VSP 7000 Series	N/A

Appendix C: Avaya Designated Holidays

- New Years Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Day

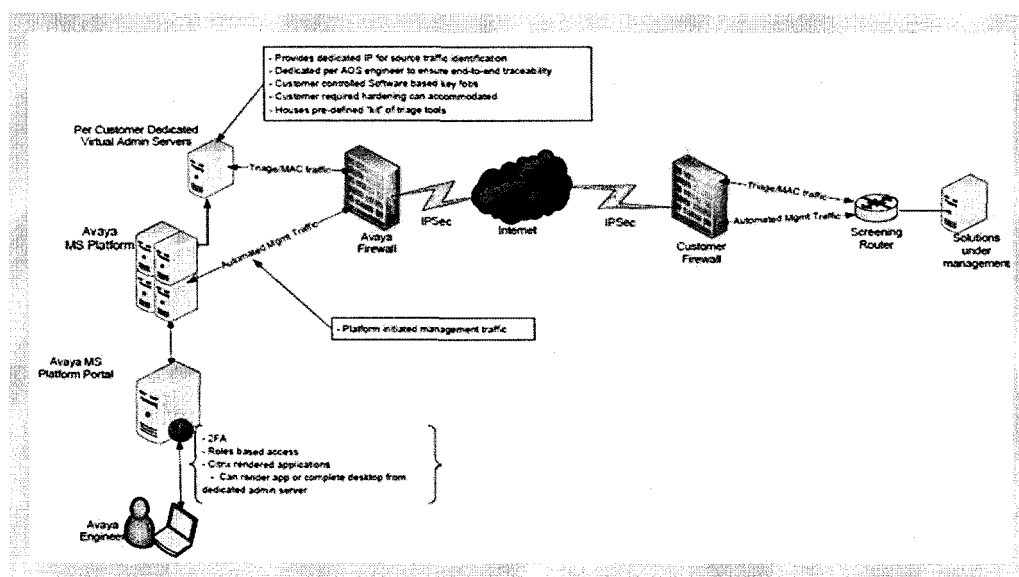
Appendix D: Connectivity

Management Connection

Avaya Operations Services utilizes a flexible connectivity model based on standard VPN best practices. AOS will utilize an IPSec VPN connection terminating on Red Rock network as means of monitoring and managing Red Rock's supported solutions. AOS does not require that Red Rock install an on premise device to enable any of the AOS managed services for Avaya products. AOS routinely examines and revises its security regimen through policy reviews and audits to ensure that the highest standards are maintained with respect to the protection of Red Rock's network and sensitive information.

In the event that the Avaya remote management software is not working or Avaya network is down but there are no WAN issues at the customer site, Avaya will dispatch as needed with the ability to leverage Red Rock's resources.

The following slide illustrates at a high level the connectivity and security for AOS management of Red Rock's environment.



The diagram illustrates a network architecture for Avaya Aura Collaboration POD. It shows a central 'Carrier Cloud' connected to two 'SIP Trunking Connectivity' blocks. These blocks connect to 'Sonet SPB or MPLS' networks. The networks then connect to two 'Filtergateconnectors P6' blocks. These blocks connect to two 'LAG/ DLACP' blocks. The LAG/ DLACP blocks connect to two 'Core' blocks. The Core blocks connect to two 'Edge' blocks. The Edge blocks connect to two 'Access' blocks. The Access blocks connect to two 'User' blocks. The diagram includes various annotations such as 'SIP Trunking Connectivity', 'Carrier Cloud', 'Sonet SPB or MPLS', 'Filtergateconnectors P6', 'LAG/ DLACP', 'Core', 'Edge', 'Access', and 'User'. It also includes a table with the following data:

Feature	Description
SIP Trunking Connectivity	Connects to SIP Trunking
Carrier Cloud	Connects to Carrier Cloud
Sonet SPB or MPLS	Connects to Sonet SPB or MPLS
Filtergateconnectors P6	Connects to Filtergateconnectors P6
LAG/ DLACP	Connects to LAG/ DLACP
Core	Connects to Core
Edge	Connects to Edge
Access	Connects to Access
User	Connects to User

Signature Block

IN WITNESS WHEREOF the parties have caused this Statement of Work to be signed in two original copies by their duly authorized representatives, each party declaring it has received one signed original.

Avaya

RED ROCK TELECOMM LLC

By: Scott Spehar

By: Jack Pleiter

Name: Scott Spehar

Name: Jack Pleiter

Title: VP, Western Area

Title: CEO

Date: 2/28/2013

Date: 2/28/13



MASTER MANAGED SERVICES AGREEMENT

(Assets in Scope)

This Master Managed Services Agreement ("Agreement") is between Avaya Inc. ("Avaya") and Red Rock Telecom, LLC ("Customer") and is effective as of the date signed by Avaya ("Effective Date"). This Agreement sets forth the terms and conditions of Customer's acquisition of certain managed Services and the right to use certain equipment from Avaya during each Order Term (as subsequently defined).

1. Definitions. The capitalized terms used in this Agreement shall have the following meanings.

1.1. "Affiliate" means, with respect to either party, any direct or indirect subsidiary or an entity, present or future, controlling, controlled by, or under common control with a signatory of this Agreement. For purposes of this definition, "control" means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing. Any Affiliate of Customer shall be permitted to place orders hereunder; however, such Affiliates are subject to credit approval by Avaya. Each order placed and accepted hereunder shall be deemed to constitute a separate agreement, incorporating the terms and conditions hereof, between (i) Avaya and Customer or (ii) the Affiliate entity placing the order, with such entity being deemed "Customer" for purposes of this Agreement, and the Affiliate accepting the order, with such entity being deemed "Avaya" for purposes of this Agreement. Customer is responsible for the performance obligations of Customer's Affiliates under this Agreement. All references to Customer in this Agreement refer equally to Customer and/or the Customer's Affiliate executing a particular order. All references to Avaya in this Agreement refer equally to Avaya and/or the Avaya Affiliate executing a particular order.

1.2. "Annex" shall mean one of more of the following, which are incorporated into this Agreement by reference:

- Annex 1 – Schedule of Avaya-Provided Systems
- Annex 2 – Services Statement of Work
- Annex 3 – Services Fees Schedule
- Annex 4 – Avaya Global Software License Terms
- Annex 5 – Services Order Form

If there is a conflict between the terms and conditions of any Annex and the terms and conditions contained in the main body of this Agreement ("Master Terms"), the terms and conditions of the Annex shall govern with respect to the subject matter covered in the Annex unless the Parties otherwise specifically agree in writing. In the event of a conflict between the license terms contained in this Agreement and the license terms the Customer accepts prior to license activation, installation or downloading of the software that Avaya delivers electronically to its customers, the license terms in this Agreement will prevail, except with respect to third party elements subject to a Shrinkwrap License, in which case the Shrinkwrap License will apply.

1.3. "Assignee" means any Avaya Affiliate and/or any third party to whom Avaya may assign or otherwise transfer certain of its rights under this Agreement pursuant to Section 20.

1.4. "Avaya-Provided Systems" means Hardware, Software, or replacement parts owned/licensed by Avaya and/or an Assignee and provided for Customer's and/or End User's use on Customer's and/or End User's premises as part of the Services, and for which Customer shall acquire a right to use as contemplated in this Agreement.

1.5. "Commencement Date" shall have the meaning as defined in Section 7.6 of this Agreement.

1.6. "Customer-Provided Systems" mean all items of communications equipment and software owned and/or licensed by Customer or End Users which shall be furnished by Customer or End Users as part of Customer's undertakings under this Agreement and are required for Avaya's provisioning of the Services, including, without limitation, cable and wiring facilities, private and public network connection devices, and other customer premise equipment and facilities as further described in the applicable Services Statement of Work.

1.7. "End User" means an entity that purchases the Services from Customer for its internal use. End Users may be Customer's own employees when the Services are used for internal purposes.

1.9 "Hardware" means the physical portion of the communications equipment to be furnished and used by Avaya as part of its undertakings hereunder, as such items are listed in Annex 1.

1.10 "Minimum Monthly Payment(s)" means the minimum amount to be invoiced to and paid by Customer for each month of the Order Term under an order for the specific Services as set forth in the Annex 3 of this Agreement.

1.11 "Order Term" shall have the meaning as defined in Section 7.3 of this Agreement.

1.12 "Services" mean the installing, provisioning, and operating of the Avaya-Provided Systems, the acquisition of the right to use the Avaya-Provided Systems as contemplated in this Agreement, and the Services as described in the Services Statement of Work as set forth herein and in Annex 2 or other mutually agreed to Statement of Work.

1.13 "Services Order Form" means the order or Change document to be executed and delivered by Customer in the form provided in Annex 5 or as otherwise agreed to between the Parties.

1.14 "Software" means the proprietary and/or third party software computer programs (consisting of firmware, scripts and logic instructions in machine-readable code residing in, or intended to be loaded in system memories which provide basic logic, operating instructions and user-related application instructions, as well as associated documentation used to describe, maintain and use the programs) which are integral to or embedded in any Hardware as listed in Annex 1 and/or the Services.

1.15 "Statement of Work" is a document published by Avaya and mutually agreed to between the parties that details the roles and responsibilities of the parties related to the Services.

1.16 "Territory" means the United States, as identified in the applicable order in which Services are performed.

1.17 "Update" means all new generally available versions of the Software that typically provide minor improvements or correction only, but do not introduce significant new optional features. An Update is typically designated with a non-zero decimal as its version number, such as an Update from "Release 3.0" to "Release 3.1."

1.18 "Upgrade" means new releases of generally available Avaya Software designed to replace an earlier version of the same Software that Avaya makes available for sale. Typically a Software Upgrade provides new features and functionality and is often designated by a "0" as its version number, such as an Upgrade from "Release 2.1" to "Release 3.0."

2. Term

This Agreement shall commence upon the Effective Date and continue for sixty (60) months ("Term"), unless the Agreement is otherwise terminated as provided herein. The Order Term shall be specified on each order during which time the terms and condition of this Agreement will apply. Any provisions of this Agreement which by their nature are intended to survive, and the rights and obligations of each party under any accepted order for Services, shall survive the expiration or termination of this Agreement and the respective Order Term until performed.

3. Scope

3.1 Subject to the terms and conditions of this Agreement, Customer may acquire Services for Customer's internal use in the Territory and for provisioning, along with other complementary services, as a Customer service to End Users in the Territory, subject to the limitations set forth in this Agreement. Customer's provision of the Services to End Users shall be for End User's internal use and not for resale. Additional Services may be added to this Agreement, from time to time, upon mutual agreement of the parties and pursuant to a written amendment to this Agreement.

3.2 Restrictions on Resale and Marketing. Customer shall not market or sell the Services outside the Territory. Non-compliance with this provision will be considered a material breach of the Agreement and will be grounds for termination. Customer shall refrain from authorizing others to resell, sublicense or market Services, any such authorization or

attempted authorization being void and without effect. Customer shall not market or sell Products or Services to any office, department, agency, or defense installation of the United States.

4. Responsibilities of the Parties

4.1. Avaya Undertakings. Avaya shall provide the Avaya-Provided Systems and perform the Services ordered by Customer pursuant to an order as more specifically defined in the Services Statement of Work. Avaya shall not be obligated or responsible for procuring, installing, operating, or maintaining any non-Avaya-Provided Systems or providing any other services unless otherwise agreed to in an applicable Statement of Work.

4.2. Customer Undertakings. As a condition precedent to Avaya's performance of its obligations under this Agreement, and in addition to Customer's other obligations detailed in this Agreement, Customer shall, during the Term:

4.2.1. Without limitations: (i) to the extent reasonably required, provide Avaya with access to all of Customer's and its End Users' facilities, hardware, software, data, work space, and office support (telephone, internet access, etc.); (ii) ensure that the Customer or End User premises in which Avaya is performing Services are safe, free of any hazardous materials that affect Avaya's performance and have installed necessary power and climate control facilities; (iii) ensure that Customer and/or its End Users have obtained connection to and all necessary permissions or consents from any public or private telephone network to which the Services are connected and any necessary permissions from government authorities and holders of real property rights; (iv) communicate to Avaya all decisions, applicable approvals and permissions with regard to the acts or activities of Customer that impact the ability of Avaya to provide Services in a timely manner; (v) provide Avaya with a designated representative; (vi) provide necessary telephone numbers and passwords to enable remote access to the Services and notifying Avaya promptly of any changes made to such numbers or passwords; and (vii) provide any items that may be identified in an applicable Order.

4.2.2. Be solely responsible for providing all facilities, equipment and services, other than the Avaya-Provided Systems and Services provided by Avaya hereunder, necessary to provide the applicable Services to End Users, including without limitation, data center facilities from which to operate the Avaya-Provided Systems in accordance with Avaya requirements, required network (including all LAN's and WAN's between the Customer and its End Users), networking equipment (including routers), redundancy equipment (including UPS and storage), management applications, servers and all billing to End Users. In addition, Customer is responsible for all costs associated with operating and maintaining such facilities and equipment, including without limitation, rent, office costs, utilities fees, connectivity charges and all applicable taxes and duties with respect to the same. Except to the extent that Avaya is contracted to perform specific integration services, Customer is responsible for the integration of the Services into its network environment and to any interoperating hardware, software or systems.

4.2.3. Be responsible for ensuring that its networks and systems are adequately secured against unauthorized intrusion or attack and regularly backing up its data and files in accordance with good computing practices and is responsible at all times for the protection and security of its data center. Avaya shall not be liable to Customer, its Affiliates or their End Users for the failure of such parties to (i) ensure their network is adequately protected, (ii) to back up systems or data or, (iii) for any fraudulent intrusion.

4.2.4. Furnish, maintain, and allow Avaya use and access of, or acquire for Avaya the necessary rights to use, the Customer-Provided Systems solely in order for Avaya to fulfill its obligations pursuant to this Agreement;

4.2.5. Provide any information and/or documentation that Avaya reasonably requests from Customer and that is necessary for Avaya to properly perform any of its obligations pursuant to this Agreement, in a form and by the dates reasonably specified by Avaya;

4.2.6. Perform or provide any Customer responsibilities described in the applicable Services Statement of Work or other Statement of Work; and

4.2.7. With respect to the resale of the Services to End Users:

- 4.2.7.1. Ensure that End Users agree in writing to terms and conditions no less restrictive than those set forth in the Software licensing and confidentiality terms set forth in this Agreement and, upon Avaya's request, provide a copy of End User's written agreement to these terms and conditions to Avaya;
- 4.2.7.2. Provide and maintain technical, training and other services adequate to fully support any resale of the Services;
- 4.2.7.3. Provide first level support to End Users (Only Customer, for itself or on behalf of End Users, may make warranty or any other requests for support to Avaya. Avaya will redirect any End User calls or other requests for support to Customer.);
- 4.2.7.4. Remain fully responsible for requesting and handling all warranty and support obligations for the resold Services as if Customer had purchased/licensed such Services directly from Avaya for Customer's end use;
- 4.2.7.5. Be solely responsible for any contractual obligations Customer enters into with End Users and remain fully responsible/liable to End Users for ordering, invoicing and service level performance; and
- 4.2.7.6. Include Avaya and its Affiliates, agents, and suppliers within the scope of a disclaimer of consequential damages liability provision in any contracts between Customer and End Users that relate to the sale and/or use of the Services.

5. Orders; Services Fees and Terms of Payment

5.1. Orders

- 5.1.1. Customer or its local Affiliate may purchase Services by issuing an order to Avaya or the local Avaya Affiliate for each new End User and Changes pursuant to Section 8 herein on an order form substantially in the format as set forth in Annex 5 or an alternate order form which includes the information included in the form attached in Annex 5.
- 5.1.2. All orders shall reference this Agreement or Agreement number and shall specify the Services being ordered, quantity, price, Service site location, Avaya quotation (if applicable), and requested Commencement Date.
- 5.1.3. All orders are subject to acceptance by Avaya. Avaya may accept an order by commencing to perform Services. Accepted orders will be deemed to incorporate and be subject to the Agreement. Orders will be governed by the terms of the Agreement even when they lack an express reference to the Agreement. Avaya reserves the right to reject in its discretion any orders. All other terms and conditions contained in any Customer purchase order or other document not expressly referenced in the Agreement will have no effect.
- 5.1.4. Customer and Avaya will cause their Affiliates to comply with the provisions of this Agreement or otherwise cause the fulfillment of the Affiliates' obligations.

5.2. Services Fees

- 5.2.1. Each month of the Term Avaya will invoice Services fees in accordance with the Services Fees Schedule, Annex 3 ("Services Fees") as applicable for Services performed. Avaya and Customer agree that the Services Fees may be amended to reflect changes to the level of Services provided by Avaya hereunder in accordance with Section 8, Changes. With respect to the portion of Services relating to a project, Avaya will include on the monthly Services Fees invoice, the applicable Services Fees for projects completed during the previous month unless the project-related Services continue for more than thirty (30) days in which case, Avaya will include on the monthly Services Fees invoice(s) the applicable Services Fees for projects in accordance with the mutually agreed upon timeframe(s).

5.2.2. Minimum Charges. The Services Fees are based upon Customer (including its Affiliates) acquiring Base User Services (as defined in Annex 2) in quantities not less than the minimum amounts and/or the minimum order term specified in Annex 3. The aggregate total fees calculated in accordance with Annex 3 for such minimum Base Users are defined as the "Minimum Charge" and the portions of the Minimum Charge payable each month, the "Monthly Minimum Charge". Customer acknowledges that the Monthly Minimum Charges and the Minimum Charge are non-cancelable, that Customer has an unconditional obligation to pay each Monthly Minimum Charge and the entire amount of the Minimum Charge when due, that Customer is not entitled to abate or reduce any Monthly Minimum Charge or the Minimum Charge or set off any other amounts against any such charge(s) except as expressly authorized by this Agreement.

If the aggregate total of all invoices is less than the Monthly Minimum Charge for any applicable billing month ("Monthly Minimum Charge Shortfall"), the Monthly Minimum Charge Shortfall amount shall be invoiced to, and payable by, Customer in accordance with the payment terms as set forth in this Section 5.

Except in the event that this Agreement or an existing order is terminated due to a material breach by Avaya pursuant to Section 18, Termination, the obligation of Customer to pay the Minimum Monthly Payments and Termination Charges for each existing order shall be non-cancelable; provided, however, nothing in this Section 5.2.2 is intended to preclude Customer from separately exercising any of Customer's rights or remedies under this Agreement.

5.2.3. Avaya reserves the right to increase the Services Fees set forth in each Annex 3. Avaya shall provide sixty (60) days' notification prior to the effective date of any such increase in Services Fees. Any such increase in Services Fees shall not apply to any then-existing Orders or any new Orders placed prior to the effective date of the increase. Should Customer quote specific End Users prices based upon Avaya's pre-change Services Fees prior to Customer's notification of the price change, and provided that Customer informs Avaya in writing of those specific End User quotations for which Customer requests that Avaya honor the pre-change Services Fees, Avaya shall honor the pre-change Services Fees (but not a combination of pre and post-change Services Fees) for Customer's associated Orders for such End Users for an additional sixty (60) days following the effective date of the price change.

5.2.4. Customer shall reimburse Avaya for any and all applicable sales, use or value added taxes or goods and services taxes, personal property taxes, or similar charges imposed or levied by any taxing authority which Avaya or any Assignee may otherwise be required to pay because of its performance under this Agreement, excluding any (i) taxes that are imposed on Avaya by a taxing authority that are imposed on, measured by, or based upon net income (or taxes that are similar to, in lieu of, or in substitution for, such taxes) of Avaya; and (ii) taxes in the nature of franchise, doing business, capital stock taxes if such taxes are based on or measured by capital stock value, per value or net worth of Avaya and are and are imposed by any taxing jurisdiction in which Avaya is subject to such taxes as a result of transactions or activities other than, and without regard to, this Agreement ("Taxes"). Customer acknowledges that such charges are in addition to the required relevant Services Fees and that it will timely remit payment for both to Avaya, its Assignee, or to the appropriate taxing authority as requested by Avaya under the procedures outlined above. Taxes shall be identified to the specific Customer location to which they apply. Customer acknowledges that such charges are in addition to the required relevant Services Fees and that it will timely remit payment for both to Avaya or its Assignee. If Customer or its Affiliates make any deduction or withholding from the Services Fees due and payable to Avaya for any Tax or other charge imposed by a governmental entity, then the Services Fees or any other amounts due and payable by Customer or Customer Affiliates to Avaya for such Services shall be increased to an amount which, after being reduced by the required deduction or withholding, will result in payment to Avaya of an amount equal to the original charges for such Services as if no deduction or withholding had been made.

5.2.5. If Customer shall claim to be exempt from any such Taxes, Customer shall furnish to Avaya an exemption certificate from the relevant governmental body or taxing authority in the form required by law or otherwise reasonably acceptable to Avaya. If Customer shall claim any such Tax exemption or other exemption, Customer shall hold Avaya harmless from and against any and all assessments for such taxes levied on Avaya, including all interest, penalties and late charges upon any such taxes, and for such fees, regulatory fees and/or charges imposed on Avaya, including all interest, penalties and late charges upon such fees

and the cost of professional consulting and/ or legal fees incurred by Avaya to settle the applicable matter with the relevant authorities.

5.2.6. Customer acknowledges that Avaya or an Assignee (pursuant to Section 20.2) shall be the owner of the Avaya-Provided Systems, and that Avaya or an Assignee shall be entitled to deduct interest expenses incurred to finance the Avaya-Provided Systems, and depreciation or cost recovery allowances, as such deductions may be available under the Internal Revenue Code, and any similar allowances provided for by other tax codes. Customer warrants that it will not take any actions or fail to take any actions which would prevent Avaya or its Assignee from taking such deductions.

5.3. Terms of Payment

5.3.1. The Services Fees and any additional monies due Avaya under this Agreement shall be paid by Customer to Avaya net thirty (30) days from the date Avaya's invoice.

5.3.2. For each order, the initial monthly billing period for the applicable Services Fees shall begin upon the Commencement Date for such order. For each order, starting on the Commencement Date and through the end of the Order Term Avaya will invoice Customer for all applicable Services Fees for each order monthly in advance for each respective monthly billing period. All non-recurring Services Fees payable pursuant to this Agreement will be invoiced monthly in arrears.

5.3.3. If Customer wishes to dispute an invoice in good faith, such dispute must be made in writing by Customer at least ten (10) calendar days prior to the payment due date. Payments of any such disputed amount are due and payable upon resolution; all other undisputed amounts remain due within thirty (30) calendar days of invoice date.

5.3.4. All amounts past due hereunder shall accrue interest from their due dates until paid at the lesser of one and one-half percent (1.5%) per month, eighteen percent (18%) per annum, or the maximum percentage allowable by law.

5.3.5. Customer shall not be responsible to reimburse Avaya for any out-of-pocket expenses incurred by Avaya in the performance of the Services unless otherwise agreed to in writing by Customer or as specified in a Services Statement of Work or an executed Statement of Work pursuant to an accepted order. If Customer agrees to pay for any such expenses, reimbursable expenses will be detailed and Avaya will, upon Customer's request, provide Customer with copies of receipts or other documents to substantiate the expenditures. Expenses that Customer has agreed to pay in accordance herewith shall be invoiced by Avaya at actual cost unless otherwise specified in the applicable Statement of Work.

6. DESIGNATED REPRESENTATIVES

With respect to all matters described in this Agreement, Avaya and Customer shall deal with each other primarily through the individuals ("Designated Representatives") listed below:

For Avaya:	For Customer:
Name: Irene Zuloaga	Name: Jack Pleiter
Title: Director, Avaya Operations Services	Title: CEO
Client Business Management	Phone: 602 989 1860
Phone: 720 475-9854	E-mail: jack@redrocktelecom.com
E-mail: izuloaga@avaya.com	

7. Order Term

7.1. With the exception of orders for non-recurring Services as detailed in the next paragraph, the term of each order hereunder shall commence on the Commencement Date and shall have an initial duration as set forth in the applicable Services Order Form ("Initial Order Term").

7.2. Orders for non-recurring Services (i.e., one-time Services such as consulting Services) shall have a duration beginning upon the commencement of such non-recurring service as specified in the (a) Statement of Work (as applicable) or (b) order.

7.3. Any extension to the Order Term as detailed in this Section 7.3 shall be referred to as a "Renewal Order Term." With written notice issued via the Change process to Avaya at least ninety (90) calendar days prior to expiration of the Initial Order Term or any Renewal Order Term, Customer may either (a) extend the Initial Order Term or Renewal Order Term, as applicable, for an additional one (1) year period or for such shorter period as may be mutually agreed to in writing with Avaya under the same terms and conditions as those applicable during the Initial Order Term or (b) terminate such order effective upon the Initial Order Term or Renewal Order Term expiration date, as applicable. Notwithstanding the foregoing, Avaya reserves the right to increase the pricing for the renewed order subject to the price increase limitations set forth in Section 5.2.3. The Initial Order Term and any Renewal Order Term are collectively referred to as the "Order Term."

7.4. Notwithstanding the foregoing, Avaya shall have the right to elect not to enter into any Renewal Order Term by providing Customer with ninety (90) calendar days advance written notice prior to the expiration of the then-current Order Term.

7.5. The target in-service date for the Services shall be in accordance with Avaya's standard lead times as set forth in Annex 2.

7.6. Avaya shall deliver a notice to Customer (the "Commencement Notice") indicating the date that Avaya began performing the Services specified on the order (the "Commencement Date") and requesting that Customer agree and acknowledge that the Services are ready for use. Within fifteen (15) business days of delivery by Avaya, Customer shall execute the Commencement Notice or specify in writing to Avaya the basis and supporting reasons for which the Services are not ready for use in accordance with this Agreement.

If Customer specifies in writing to Avaya the basis and supporting reasons for which the Services are not ready for use within fifteen (15) business days of delivery of the Commencement Notice by Avaya and the Services are in fact not ready for use, Avaya shall make the Services ready for use and re-submit the Commencement Notice (which shall include a new Commencement Date) per the process above.

If Customer (a) signs the Commencement Notice (or re-submitted Commencement Notice, if applicable) within fifteen (15) business days of delivery by Avaya, (b) does not sign the Commencement Notice (or re-submitted Commencement Notice, if applicable) or submit in writing the basis and supporting reasons for which the Services are not ready for use in accordance with this Agreement by such date, or (c) timely submits the writing specified in subpart (b) but Avaya demonstrates that the Services are in fact ready for use, the Services specified in the Commencement Notice are deemed ready for use as of the Commencement Date and the Commencement Date is irrevocable.

8. Changes

8.1. Customer may request that Avaya make changes to an order (including, without limitation, changes to the Services Statement of Work, Statement of Work, charges, deliverables, user quantity; changes to extend or allow the termination of an Order Term, or changes to other substantive aspects of the Services (each a "Change"). A Change does not include Moves, Additions and Changes ("MAC") Services (as defined in the applicable Services Statement of Work(s)).

8.2. Avaya shall respond to Customer's request and state whether the Change will cause a change in the Services Fees, Order Term, or the time required for any aspect of Avaya's performance under this Agreement and specify any required documentation as may be necessary to include the Change within the scope of this Agreement. In no event shall any Change be effective or acted upon in any way until such time as Customer signs and submits and Avaya accepts a new Services Order Form that includes the foregoing items. In no event will a Change (a) reduce the Minimum Monthly Charge due under an existing order for any month during the Order Term or (b) reduce the Order Term or Termination Charges under an existing order.

8.3. If Customer requests related services that fall outside of the scope of this Agreement or requests modifications to the Services model for a particular End User, Customer and Avaya shall discuss such proposed services and/or

modifications and shall endeavor to come to mutual agreement on the price and other relevant terms and conditions governing such related services and/or modifications ("Custom Solution"). Such Custom Solution shall be handled as a new order under this Agreement.

8.4. Customer acknowledges that implementation of a Change or Custom Solution may have negative impact on the timing or other aspects of Avaya's performance herein and, as such, the implementation schedule for all requested Changes or Custom Solutions shall be as mutually agreed by the parties so as not to disrupt or unduly delay Avaya's performance herein.

8.5. Avaya retains the right to change the Avaya-Provided Systems used to provide Services under this Agreement so long as equivalent functionality is maintained.

8.6. Notwithstanding the foregoing, Customer shall not be entitled to make a Change to add Services as detailed above to an order after Customer has submitted a termination notice for such order.

9. Title and Risk of Loss

9.1. Title to Avaya-Provided Systems. Title to Avaya-Provided Systems remain with Avaya or its Assignee and will not pass to Customer or End User at any time. Customer and/or End Users, as applicable, shall retain title and risk of loss to all Customer-Provided Systems. Customer and End User shall have no title to or interest in the Avaya-Provided Systems at any time. In case a court of competent jurisdiction should decide differently, however, to the extent that Customer may have any right, title or interest in or to the Avaya-Provided Systems, Customer hereby grants Avaya a security interest in and a lien and charge on its present and future rights, title and interest in the Avaya-Provided Systems (including all Hardware, all Software, and all substitutions, additions, accessions, replacements, upgrades, products and proceeds thereof, all whether now existing or hereafter arising). Customer shall execute and file all such documents, and take all such other steps, as Avaya may deem necessary or advisable to effect, evidence, validate, perfect or protect Avaya's (and any Assignee's) ownership interests, security interests, liens and charges in the Avaya-Provided Systems. Customer hereby irrevocably authorizes Avaya to execute, in Customer's name and on Customer's behalf, such financing statements (including amendments and continuation statements) and other notices or filings as Avaya may reasonably deem necessary to evidence, validate, perfect or protect Avaya's (and any Assignee's) ownership interests, security interests, liens and charges created pursuant to or contemplated by this Agreement, and to file any such financing statements and other notices or filings in all jurisdictions and filing offices that Avaya may reasonably deem necessary or advisable for such purposes. To the extent permitted by applicable law, Customer authorizes Avaya to file financing statements and other notices or filings without Customer's signature or with a copy thereof, by electronic transmission or otherwise.

9.2. Risk of Loss. Customer will keep the Avaya-Provided Systems free and clear of all levies, liens and encumbrances arising by or through Customer or arising in connection with the location of the Avaya-Provided Systems at any End User location, and hereby consents to the filing of informational statements by Avaya or its Assignee to give notice of such ownership. Customer will be responsible for, and bear the entire risk of loss, theft, destruction or damage to Avaya-Provided Systems, excluding only those caused by the willful misconduct of Avaya or its personnel, regardless of the cause (collectively "Loss"). Customer will at its own expense provide and maintain insurance against such Loss for the full replacement value of the Avaya-Provided Systems, listing Avaya and/or its Assignee as the loss payee, and provide Avaya evidence of such insurance, if requested. If a Loss occurs, Customer will promptly notify Avaya in writing and pay Avaya an amount equal to the then-list purchase price of such Avaya-Provided Systems or such lesser amount specified by Avaya.

9.3. Inventory. Customer shall have the responsibility to inventory and keep track of the Avaya-Provided Systems located at Customer's locations and those located at all End Users' locations. Upon completion of implementation, Avaya will provide a list of installed items to Customer, which shall serve as the basis for inventory tracking.

9.4. Customer shall only attach the Customer-Provided Systems to the Avaya-Provided Systems as required for Avaya to perform the Services in accordance with the applicable Statement of Work. Any such attachment will not be deemed to change the nature of the Avaya-Provided Systems or the ownership and other interests therein of Avaya or its Assignee, as applicable.

10. Software License

Customer's right to use the Software contained in the Avaya-Provided Systems shall be subject to the terms and conditions set forth in Annex 4, Avaya Global Software License Terms, of this Agreement ("License Terms") and shall terminate upon the expiration or termination of this Agreement. Customer shall obtain each End User's written agreement to comply with the License Terms prior to Customer ordering Services for such End User. Each such End User's right to use the Software contained in the Avaya-Provided Systems shall be subject to the License Terms and shall be limited to the applicable Order Term.

11. Equitable Adjustments

Customer acknowledges its obligation under Section 4.2 of this Agreement to provide certain information as a condition precedent to Avaya performing Avaya's obligations herein. If there are errors or inaccuracies in such information provided by Customer and such errors or inaccuracies, in the reasonable opinion of Avaya, require additions, corrections or modifications related to Avaya's performance herein, then any additional amounts associated therewith shall be the responsibility of Customer.

12. Subcontracting

Avaya shall have the right to subcontract performance of portions of the Services hereunder to subcontractors of Avaya's choice as it deems appropriate. Avaya will be responsible to Customer for the work performed by any such subcontractor(s).

13. Warranties and Remedies

13.1. The Services shall be performed in a professional and workmanlike manner. If the Services are not performed as warranted and Avaya is notified in writing by Customer within thirty (30) calendar days of such performance, Avaya will re-perform the non-conforming Services.

13.2. Customer is responsible for: (a) the results obtained from the use of the Avaya-Provided Systems; (b) integration and interconnection with and configuration of Customer and End User's hardware and/or third party hardware and/or systems; (c) installation of non-Avaya products; and (d) Customer and End User's IP network quality of service (QOS). Customer shall be responsible for the accuracy and completeness of all data and any other information that it provides or causes to be provided to Avaya. Avaya shall have no liability for failures resulting from or attributable to Customer or End User-provided designs, specifications, or product configuration requirements or Customer's failure to provide a secure network for the Avaya-Provided Systems. The Services may include the advice and recommendations of Avaya, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and shall be made by, Customer.

13.3. AVAYA MAKES NO WARRANTY CONCERNING THE CONTENT OF ANY DATA TRANSPORTED BY AVAYA ON CUSTOMER'S OR END USER'S BEHALF AS PART OF THE AVAYA-PROVIDED SYSTEMS PROVIDED HEREIN OR CUSTOMER'S OR END USER'S LEGAL RIGHT TO TRANSPORT SUCH DATA.

13.4. Avaya's obligations under this Section 13 shall not apply to:

13.4.1. failure of the Avaya-Provided Systems to operate properly with other equipment (including, without limitation, Customer-Provided Systems) or other services (including, without limitation, carrier services) used by Customer or its End Users resulting from, without limitation, (1) defects in such other equipment or services, (2) operation of the Avaya-Provided Systems with equipment not authorized in writing by Avaya for use with the Avaya-Provided Systems, or (3) use of the Avaya-Provided Systems with any improperly operating equipment or services not provisioned by Avaya for use under this Agreement;

13.4.2. performance failures of the Avaya-Provided Systems or Services that have been subject to causes specified in Section 22, Excused Performance, of this Agreement; or

13.4.3. failure of the Avaya-Provided Systems or Services resulting from use other than as expressly provided herein.

13.5. THESE WARRANTIES AND LIMITATIONS ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14. Independent Contractor

It is the intent of the parties that Avaya shall be an independent contractor, and nothing set forth herein shall be deemed or construed to render the parties joint venturers, partners, or employer and employee. Neither party is authorized to make any commitment or representation on the other's behalf. If the term "partnership" or "partner" or the like is used to describe the parties' relationship, Avaya and Customer agree to make it clear to third persons or entities that these terms refer only to the spirit of cooperation between them and neither describe, nor expressly or by implication create, the legal status of partners or joint venturers.

15. Confidential Information; Release of Information

15.1. Confidential information ("Confidential Information") means: (a) all business, technical, marketing and financial information and data that is clearly marked with a restrictive legend of the disclosing party; (b) Software; and (c) Avaya documentation provided to Customer under this Agreement. Except as permitted herein, the receiving party will not disclose, disseminate, or publish, and will protect against the disclosure, dissemination, publication, or unauthorized use of, Confidential Information using the same care and discretion as it uses with its own similar information, but in any event no less than reasonable care.

15.2. The receiving party may disclose Confidential Information only to: (a) those of its employees, employees of its parent, subsidiary or affiliated companies, and subcontractors who have a need to know for the purposes of carrying out this Agreement; and (b) any other person or entity with the disclosing party's prior written consent. Before disclosure to any of the above persons or entities, the receiving party will have a written agreement with such party sufficient to require that party to treat Confidential Information in accordance with this Agreement. The receiving party may disclose Confidential Information to the extent required by law or court order. However, the receiving party must give the disclosing party prompt notice and make a reasonable effort to prevent such disclosure and/or to obtain a protective order at the request and expense of the disclosing party, if permissible.

15.3. No obligation of confidentiality applies to any Confidential Information that the receiving party: (a) already rightfully possesses without obligation of confidentiality; (b) develops independently without access to the Confidential Information; or (c) rightfully receives without obligations of confidentiality from a third person or entity. No obligation of confidentiality applies to any Confidential Information that is, or becomes, publicly available without breach of any obligation of confidentiality.

15.4. Unless required by law or as otherwise permitted under this Agreement, Customer and Avaya agree that the terms and conditions of this Agreement shall not be disclosed by either of them to any other person or entity (except to any Assignee or prospective assignee by Avaya, such third parties in each case being subject to confidentiality obligations at least as restrictive as those set forth in this Section 15) without the prior written consent of the other party, which consent shall not be unreasonably withheld.

15.5. Neither Customer nor Avaya shall publish or use any advertising, sales promotion, press releases, or publicity matters relating to this Agreement without the prior written approval of the other party, which approval shall not be unreasonably withheld.

15.6. Notwithstanding this Section 15, the parties agree to issue joint, mutually agreeable press releases announcing their efforts related to the Services.

16. Intellectual Property

16.1. Customer shall retain all rights, title, and interest in and to any intellectual property of Customer, including software and any and all know how, methodologies, processes, technologies, or algorithms provided to Avaya for use in providing the Services hereunder which are based upon trade secrets or proprietary information of Customer or otherwise owned or licensed by Customer.

16.2. Avaya shall retain all rights, title, and interest in and to any intellectual property of Avaya, including all rights to patents, copyrights, trademarks, and trade secrets inherent in or appurtenant to any and all know how, inventions, improvements, developments, or innovations conceived, devised, or made by Avaya prior to, or in the course of, providing the Services hereunder to Customer. Neither ownership of, nor title to, nor license under, any invention, improvement, development, or innovation (including all rights to patents, copyrights, trademarks, and trade secrets inherent in or appurtenant thereto) provided or made available to Customer by Avaya in the course of providing the Services hereunder shall thereby pass to Customer.

17. Insurance

Both Avaya and Customer shall maintain, during the Term, all insurance and/or bonds required by any applicable law, including but not limited to: (a) workers' compensation insurance, or equivalent, as prescribed by the laws of all jurisdictions in which work pursuant to this Agreement is performed; (b) employer's liability insurance with limits of at least \$5,000,000 per occurrence; and (c) comprehensive general liability insurance (including products liability coverage, contractual liability, and advertising liability) with each coverage having limits of at least \$5,000,000 per occurrence. Each party shall furnish certificates or other adequate proof of such insurance to the other upon written request. Proof of a program of self-insurance acceptable to the requesting party (which acceptance shall not be unreasonably withheld) shall satisfy any such request.

18. Termination

18.1. The Services Fees are based upon Customer purchasing the Services from Avaya for at least the Initial Order Term of each accepted order. Customer agrees and acknowledges that Avaya has incurred, will incur, or may incur non-refundable fees and expenses associated with the acquisition and deployment of Avaya-Provided Systems as part of the Services either directly or through financing the products with a third party and is entering into this Agreement with the expectation of a reasonable return. The parties acknowledge that the early termination of the Agreement for any reason will cause Avaya to incur economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such early termination Customer agrees that liquidated damages may be assessed and recovered by Avaya as against Customer and without Avaya being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Customer shall pay them to Avaya without limiting either party's right to terminate this Agreement for default as provided elsewhere herein. The applicable Termination Charges, as defined in herein, shall be due and payable by Customer to Avaya in accordance with this Section 18.

18.2. Termination by Customer for Cause. Customer may terminate this Agreement for a material breach by Avaya if such breach is not cured within ninety (90) days of written notice, or such other timeframe as mutually agreed to in writing between the parties. Termination Charges, if any, shall be as follows:

18.2.1. Base User (UC and CC Licenses). If the breach is not resolved within the 90 day window, Customer will pay for all Services subscribed through termination (91 days post breach notification acceptance).

18.2.2. Terminals and Gateways. If the breach is not resolved within the 90 day window, Customer will pay for all Services subscribed through termination (91 days post breach notification acceptance).

18.3. Termination by Avaya for Cause. Avaya may terminate this Agreement for a material breach by Customer under this Agreement or an order (including, without limitation, failure to pay Avaya) if such material breach is not cured within ten (10) days' written notice for nonpayment of undisputed fees or ninety (90) days' written notice for other material breach of the Agreement, or such other timeframe as mutually agreed to in writing between the parties. Notwithstanding the foregoing, Avaya may immediately terminate this Agreement upon the occurrence of the following: (i) the Avaya-Provided System(s) or any portion thereof is levied against, seized or attached and such levy, seizure or attachment results from or is related to an action brought by a third party against Customer, (ii) breach of Section 10, (iii) failure to comply with Section 18.9, below, or (iv) Customer becomes insolvent, or voluntary or involuntary proceedings by or against Customer are instituted in bankruptcy or under any insolvency law, or a receiver or custodian is appointed for Customer, to the extent permitted by law. In the event of an uncured material breach by Customer, Avaya shall be entitled, immediately and without notice, to exercise one or more of the following options:

18.3.1. Terminate this Agreement and all then-existing orders or terminate one or more of the then-existing orders, and in either such case declare all Termination Charges and all other Services Fees immediately to be due and payable by Customer for all such orders which are terminated;

18.3.2. Suspend performance of all of the Services under this Agreement and then-existing orders for so long as the Material Breach continues uncorrected;

18.3.3. Render unusable any Avaya-Provided Systems by Customer or End Users wherever such Avaya-Provided Systems may be located, without demand or notice and without any court order or other process of law in accordance with Customer's reasonable security procedures (with no such action constituting a termination of this Agreement or then-existing orders arising hereunder);

18.3.4. Require the immediate payment of all other amounts owed by Customer under this Agreement;

18.3.5. Require Customer to pay all collection costs incurred by Avaya to enforce Customer's payment obligations hereunder; and/or

18.3.6. Avail itself of any and all remedies provided in this Agreement and/or available at law or in equity.

18.3.7. Termination Charges, if any, shall be as follows:

18.3.7.1. Base User (UC and CC Licenses). Customer pays for all Services subscribed through termination and upon termination agrees to pay 85% of the remaining contract value (remaining contract value = remaining term in months * monthly Minimum Rev Commitment; as defined in this agreement under monthly Minimum Revenue Commitment under Base User, UC and CC).

18.3.7.2. Terminals and Gateways. Customer pays for all Services subscribed through termination and upon termination agrees to pay 100% of the remaining contract value (remaining contract value = remaining term in months * monthly Minimum Rev Commitment; as defined in this agreement under monthly Minimum Revenue Commitment under Terminals and Gateways).

18.4. Termination for Convenience by Customer. Customer may, at any time upon ninety (90) days' written notice, terminate for convenience an Order and/or this Agreement. The provisions of Section 18.9 shall also apply. Customer may terminate this Agreement but continue with the obligations in existing uncompleted Order(s) until the earlier of either expiry or termination of the Order(s). Where Customer terminates this Agreement under this Section 18.4, Customer shall immediately pay Avaya the Termination Charges outlined below:

18.4.1. Base User (UC and CC Licenses). Customer pays for all Services subscribed through termination and upon termination agrees to pay 85% of the remaining contract value (remaining contract value = remaining term in months * monthly Minimum Rev Commitment; as defined in this Agreement under monthly Minimum Revenue Commitment under Base User, UC and CC).

18.4.2. Terminals and Gateways. Customer pays for all Services subscribed through termination and upon termination agree to pay 100% of the remaining contract value (remaining contract value = remaining term in months * monthly Minimum Rev Commitment; as defined in this Agreement under monthly Minimum Revenue Commitment under Terminals and Gateways).

18.5. Payment of the Termination Charges by Customer shall be in accordance with the payment terms of this Agreement.

18.6. Effects of Order Expiration or Termination. In the event of the expiration or termination of an order, the parties shall continue to honor their obligations as they relate to any existing (non terminated) order(s) accepted by Avaya prior to such expiration/termination and all applicable terms and conditions of this Agreement shall survive with respect to such order(s) until completion of such order(s).

18.7. Termination/Expiration Assistance. Other than termination by Avaya for failure by Customer to pay the Services Fees or material breach of Section 10, upon reasonable advance notice from Customer, Avaya will provide reasonable

assistance to Customer for up to one hundred twenty (120) days following the effective date of Agreement termination or expiration to facilitate the orderly termination of the Services or the orderly transfer of the Services to either Customer or its designee ("Termination Assistance"), provided that: (a) such Termination Assistance shall not interfere in any way with Avaya's performance of any of its other obligations under this Agreement, and (b) Customer shall compensate Avaya for any resources and/or labor hours required to provide such Termination Assistance at Avaya's then current time and material rates (labor charges shall be in accordance with the rates set forth in Annex 3), and reimburse Avaya at actual cost for any expenses Avaya may incur in the provisioning of such Termination Assistance.

18.8. **Return of Confidential Information.** Upon the termination or expiration of the Agreement, each party shall return to the other party all Confidential Information supplied by the other party, or destroy and certify such destruction to the other party.

18.9. **Redelivery of Products.** Within thirty (30) days after the termination or expiration of this Agreement or a particular Order (regardless of the basis for such termination), above, Customer will deliver at no cost to Avaya all Avaya-Provided Systems located at a Customer or its End User location(s) subject to the termination to the location(s) designated by Avaya in the country or countries where the was Avaya-Provided Systems were installed and in the same condition as when originally delivered to the Customer and/or the End User, reasonable wear and tear excepted. If Customer and/or End User does not deliver all Avaya-Provided Systems in accordance with the foregoing provisions, Customer shall be deemed to have elected to purchase all the Avaya-Provided Systems associated with the termination or expired Order(s) and agrees to pay Avaya, in addition to the amounts due under the order, an amount equal to the Fair Market Value (as described below) for the Avaya-Provided Systems ("Purchase Price"); provided, however, if Customer does not pay Avaya such Purchase Price within thirty (30) days of the termination of the order or permitted acceleration of any Termination Charges under this Agreement, Avaya, its designee or Assignee will have the right to enter the premises on which the Avaya-Provided Systems are located and take possession of the Avaya-Provided Systems without demand or notice, and Customer will pay Avaya, its designee or Assignee all costs and expenses (including legal fees and costs) incurred by Avaya, its designee or assignee in enforcing the terms of this Section 18.9. Customer shall secure the End Users' agreement to the foregoing. If at the end of the Initial Term or any Renewal Term of the Order, Customer fails to return the Avaya-Provided Systems in the time and manner provided above and/or pay the Purchase Price in the time provided above, Customer will continue to pay Avaya the Monthly Minimum Fee with respect to the Services in effect prior to the expiration of the then existing term (whether it be the Initial Term or any Renewal Term) for each month (or portion thereof) until Customer has completely satisfied its obligations under this Section. Fair Market Value for the Products will be determined by agreement of Avaya and Customer, or, at Customer's sole expense, by an independent appraiser selected by Avaya. Fair Market Value means the total price that would be paid for the Avaya-Provided Systems in an arm's length transaction between an informed and willing buyer (other than a used equipment dealer) under no compulsion to buy and an informed and willing seller under no compulsion to sell, and used on the assumption that the Avaya-Provided Systems are in the condition described in the first sentence of this Section.

19. Limitation of Liability

IN NO EVENT WILL EITHER PARTY OR ITS RESPECTIVE LICENSORS OR SUPPLIERS HAVE ANY LIABILITY FOR ANY INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER, OR SUBSTITUTE GOODS OR PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATIONS OF LIABILITY IN THIS SECTION WILL APPLY TO ANY DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE, AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE TO THE PARTIES FAIL OF THEIR ESSENTIAL PURPOSE. HOWEVER, THEY WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT, PERSONAL INJURY OR BREACHES OF AVAYA'S LICENSE RESTRICTIONS. THE LIMITATIONS OF LIABILITY IN THIS SECTION ALSO WILL APPLY TO ANY LIABILITY OF DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND SUPPLIERS. THE LIMITATIONS OF AGGREGATE LIABILITY WILL NOT APPLY TO CONTRACTUAL INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT.

20. Assignment

20.1. Customer agrees not to assign, or otherwise transfer this Agreement or Customer's rights under it, or delegate Customer's obligations, without Avaya's prior written consent, and any attempt to do so is void. Avaya may assign the Agreement and any order under the Agreement to any of its Affiliates, an Assignee, or to any entity to which Avaya may sell, transfer, convey, assign or lease all or substantially all of the assets or properties used in connection with its performance under the Agreement.

20.2. Notwithstanding Section 20.1, Avaya may sell, lease, assign, transfer, grant a security interest in, or transfer title to the Avaya-Provided Systems, or pledge all of any part of Avaya's right to payment under this Agreement and any amounts due or to become due pursuant to this Agreement to any Assignee. Upon receipt of written notice from Avaya (or an Assignee) of such assignment, Customer shall promptly acknowledge receipt thereof in writing. If Customer is given written notice of any assignment, Customer shall perform all of its obligations as assigned for the benefit of the applicable Assignee, and, if so directed, shall pay all amounts due or to become due hereunder directly to the applicable Assignee or to any other party designated by such Assignee, provided however, that such assignment shall provide that any defenses or right to withhold payment for non-performance that Customer may have against Avaya shall be available as a defense against any Assignee, and further that as long as Customer is not in material default under this Agreement, any such Assignee may not impair Customer's use of and quiet enjoyment of the Avaya-Provided Systems. Customer shall also execute and deliver to Avaya such documentation as any such Assignee shall reasonably request, including, without limitation, an acknowledgment of or consent to the assignment. Avaya shall not be relieved of any of its obligations under this Agreement as a result of such assignment. Any Assignee shall be entitled to rely on Customer's agreements as stated herein, as applicable, and shall be considered a third party beneficiary thereof. Customer shall not, by its own act or by operation of law or otherwise, assign, transfer, or otherwise encumber the Avaya-Provided Systems, or suffer any levy, lien or encumbrance thereon except those created by Avaya, or allow any other use of the Avaya-Provided Systems (including sublicense of any Software) without the prior written consent of Avaya. Any such attempted non-consensual action by Customer shall be void ab initio. No permitted assignment, transfer, encumbrance, sublease, or sublicense shall relieve Customer of any of its obligations under this Agreement.

21. Governing Law and Dispute Resolution

21.1. **Governing Law.** The Agreement and any disputes arising out of or relating to the Agreement ("Disputes") will be governed by the laws of the State of New York, U.S.A., applicable to contracts entered into and performed in New York, excluding choice of law principles and the United Nations Convention on Contracts for the International Sale of Goods.

21.2. **Arbitration.** Subject to Section 21.3, all Disputes will be finally resolved by binding arbitration pursuant to the Commercial Rules of the American Arbitration Association. Proceedings will be conducted in Morristown, New Jersey, U.S.A., before one arbitrator selected pursuant to those rules. The arbitrator: (i) will have the authority to determine issues of arbitrability and to consider and rule on dispositive motions; (ii) will have authority to award compensatory damages only and will not award punitive or exemplary damages; and (iii) will not have the authority to limit, expand or otherwise modify the terms of the Agreement. The parties, their representatives, other participants and the arbitrator will hold the existence, content and result of arbitration in confidence.

21.3. **Injunctive Relief.** Nothing in this Section will be construed to preclude either party from seeking provisional remedies, including but not limited to temporary restraining orders and preliminary injunctions from any court of competent jurisdiction in order to protect its rights pending arbitration.

21.4. **Time Limit.** Actions on Disputes between the parties must be brought in accordance with this Section within two years after the cause of action arises.

22. Excused Performance

If the performance of either party under this Agreement is prevented, delayed, interfered with, or interrupted by reason of a force majeure event beyond the reasonable control of such party, such prevention, delay, interference, or interruption shall not be deemed to be a default or material breach under this Agreement and the times for such performance shall be extended by the periods the same is so prevented, delayed, interfered with, or interrupted. Avaya shall have the right to provide substitute services or the same Services through alternative means on a temporary basis until such prevention, delay, interference, or interruption ends; and, in such event the Services Fees and Minimum Monthly Payments will be reduced on an equitable basis during such period. In the event Avaya is unable to provide substitute services or the same

Services through alternative means due to a force majeure event, Customer shall not be obligated to pay Avaya the Services Fees for the affected Services for the duration of such non-provision.

23. Notices

Notices, authorizations, and other official communications under this Agreement shall be transmitted in writing by prepaid United States certified mail, return receipt requested, or overnight receipted courier, to the addresses of the parties as set forth below or to such other address or addresses as a party may designate by written notice to the other party in the manner prescribed in this Section 23.

<u>If to Customer:</u> Red Rock Telecom, LLC Attn: Facsimile:	<u>If to Avaya:</u> Avaya Inc. Attn: Irene Zoloaga Facsimile: 720 475-9854 With a copy to: Avaya Inc. 211 Mt. Airy Road Basking Ridge, New Jersey 07920 Attn: Director of Contracts Facsimile: 908-953-8006
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Any notice given pursuant to this Section 23 shall be deemed to have been received, in the case of certified mail, on the date of receipt as evidenced by the U.S. Postal Service return receipt card, and, in the case of overnight courier, on the next business day after sending.

24. No Solicitation

During the period Avaya provides Services and one year after completion of all Services or payment by Customer of all Services Fees, whichever occurs later, Customer will not solicit for employment any Avaya employee performing the Services. In the event that Customer hires any Avaya employee performing the Services prior to the end of this period either as an employee or independent, Customer will pay Avaya a finder's fee equal to 100% of the Avaya employee's last gross annual salary, in addition to any other remedies available to Avaya, at law or in equity. Nothing in this Section will restrict Customer's right to recruit or solicit generally in the media or to hire an Avaya employee who answers any advertisement or who applies for hire without having been recruited or solicited personally by Customer.

25. Counterparts

This Agreement may be executed in any number of original, fax, or copied counterparts, and all counterparts shall be considered together as one agreement. A faxed or copied counterpart of this Agreement or any order hereto shall have the same force and effect as an original signed counterpart. Any signature delivered by facsimile shall be deemed to be an original signature and binding to the same extent as an original signature.

26. Compliance with Law

Avaya and Customer agree to comply with all applicable laws, including, without limitation, all applicable federal, state, provincial, regional, territorial, and local laws, statutes, ordinances, regulations, rules, executive orders, and directives for the Services covered by this Agreement. Furthermore, each party will indemnify and hold harmless the other party (including employees, officers, directors, and contractors) from actions by third parties (including public entities), including any potential and actual fines, penalties, losses, costs, damages, injuries, claims, liabilities, settlements, and expenses (including reasonable attorneys' fees) resulting from an allegation, proceeding, suit, or claim involving a violation of this Section 26.


27. Entire Agreement

This Agreement and all orders hereto form the complete and exclusive agreement between Customer and Avaya regarding the subject matter hereof and replace any prior oral or written proposals, statements of work, correspondence,

or communications regarding the subject matter hereof. If any provision of this Agreement or portions thereof are held to be invalid or unenforceable, the remainder of this Agreement will remain in full force and effect. Any changes to this Agreement must be made by mutual agreement in writing.

IN WITNESS WHEREOF, the parties have caused this Services Agreement to be duly executed by their respective authorized representatives.

AVAYA INC.

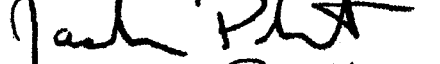
By 

Name Scott Spehar

Title VP, Western Area

Date 2/28/2013

RED ROCK TELECOM, LLC

By 
Name Jack Pleiten

Title CEO

Date 2/28/13

ANNEX 1

SCHEDULE OF AVAYA-PROVIDED SYSTEMS

The Parties acknowledge that this Annex 1 represents the reference architecture for the Services to be deployed by Avaya. The Avaya-Provided Systems will be hosted on Customer's premises and used by Avaya to perform the Services. The Parties agree to update this Annex 1 promptly after each Site Cutover Date. All clarifications and/or modifications to this Annex 1 shall be deemed to be Changes, subject to the applicable provisions of this Agreement. It is at Avaya's discretion as to final configuration of the Avaya-Provided Systems and its components to provide the Services, so long as such changes do not have a material impact on the Customer environment and other dependent services. The reference architecture is the baseline design but maybe modified to meet the needs for User connectivity.

ANNEX 2
SERVICES STATEMENT OF WORK

ANNEX 3
SERVICES FEES SCHEDULE

ANNEX 4

AVAYA GLOBAL SOFTWARE LICENSE TERMS

THIS END USER LICENSE AGREEMENT ("SOFTWARE LICENSE TERMS") GOVERNS THE USE OF AVAYA'S PROPRIETARY SOFTWARE AND THIRD-PARTY PROPRIETARY SOFTWARE. READ THESE SOFTWARE LICENSE TERMS CAREFULLY, IN THEIR ENTIRETY, BEFORE INSTALLING, DOWNLOADING OR USING THE AVAYA SOFTWARE (AS DEFINED BELOW). BY INSTALLING, DOWNLOADING OR USING THE AVAYA SOFTWARE, OR AUTHORIZING OTHERS TO DO SO, YOU, ON BEHALF OF YOURSELF AND THE ENTITY FOR WHOM YOU ARE INSTALLING, DOWNLOADING OR USING THE SOFTWARE (HEREINAFTER REFERRED TO INTERCHANGEABLY AS "YOU" AND "END USER"), AGREE TO THESE TERMS AND CONDITIONS AND CREATE A BINDING CONTRACT BETWEEN YOU AND AVAYA INC. OR THE APPLICABLE AVAYA AFFILIATE ("AVAYA"). IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE SOFTWARE LICENSE TERMS. ANY USE OF THE SOFTWARE WILL CONSTITUTE YOUR ASSENT TO THESE SOFTWARE LICENSE TERMS (OR RATIFICATION OF PREVIOUS CONSENT). IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT WISH TO BE BOUND BY THESE SOFTWARE LICENSE TERMS, YOU MUST RETURN OR DELETE THE SOFTWARE WITHIN TEN (10) DAYS OF DELIVERY FOR A REFUND OF THE FEE, IF ANY, YOU PAID FOR THE LICENSE OR IF SOFTWARE IS ACCESSED ELECTRONICALLY, SELECT THE "DECLINE" BUTTON AT THE END OF THESE SOFTWARE LICENSE TERMS.

1. **Scope.** These Software License Terms are applicable to anyone who downloads and/or installs Avaya Software and Documentation included in Services purchased from Avaya Inc., any Avaya Affiliate, or an authorized Avaya reseller (as applicable) under a commercial agreement with Avaya or an authorized Avaya reseller ("Agreement"). Unless otherwise agreed to by Avaya in writing, Avaya does not extend this license if the Software was obtained from anyone other than Avaya, an Avaya Affiliate or an Avaya authorized reseller, and Avaya reserves the right to take legal action against you and anyone else using or selling the Software without a license. To the extent there is a conflict between these Software License Terms and another Agreement, the order of precedence shall be (i) your Agreement with Avaya if you purchased from Avaya Inc. or an Avaya Affiliate, or (ii) these Software License Terms if you purchased from an authorized Avaya reseller, except with respect to third party elements subject to a Shrinkwrap License or other Third Party Terms, in which case the Shrinkwrap License or other Third Party Terms will prevail. "Affiliate" means any entity that is directly or indirectly controlling, controlled by, or under common control with Avaya Inc. or End User. For purposes of this definition, "control" means the power to direct the management and policies of such party, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

2. **License Grant.** Avaya grants you a personal, non-sublicensable, non-exclusive, non-transferable license to use Software and Documentation obtained from Avaya or an Avaya authorized reseller and for which applicable fees have been paid for your internal business purposes at the indicated capacity and features and within the scope of the applicable license types described below and at locations where the Software is initially installed. "Documentation" means information published by Avaya in varying mediums which may include product information, operating instructions and performance specifications that Avaya generally makes available to users of its products. Documentation does not include marketing materials. Software installed on mobile-devices, such as a laptop or mobile phone, may be used outside of the country where the software was originally installed, provided that such use is on a temporary basis only.

3. **All Rights Reserved.** Except for the limited license rights expressly granted in these Software License Terms, Avaya reserves all rights in and to the Software and Documentation and any modifications or copies thereto.

4. **General License Restrictions.** To the extent permissible under applicable law, you agree not to: (i) decompile, disassemble, or reverse engineer the Software; (ii) alter, modify or create any derivative works based on the Software or Documentation; (iii) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise transfer the Software or Documentation except as expressly authorized by the Agreement with a Avaya; (iv) distribute, disclose or allow use of the Software or Documentation, in any format, through any timesharing service, service bureau, network or by any other means; (v) allow any service provider or other third party, with the exception of Avaya's authorized resellers and their designated employees ("Authorized Providers") who are acting solely on behalf of and for the benefit of End User, to use

or execute any software commands that cause the Software to perform functions that facilitate the maintenance or repair of any product except that a service provider or other third party may execute those software commands that, as designed by Avaya, would operate if a user is logged into a product using a customer level login and Maintenance Software Permissions ("MSPs") were not enabled or activated; (vi) gain access to or the use of any Software or part thereof without authorization from Avaya; (vii) enable or activate, or cause, permit or allow others to enable or activate any logins reserved for use by Avaya or Authorized Providers; or (viii) permit or encourage any third party to do so. You shall provide Authorized Providers the terms and provisions of this Agreement and shall obligate Authorized Providers to comply with such terms and provisions. End User shall be responsible for any third party's failure to comply and shall indemnify Avaya for any damages, loss, expenses or costs, including attorneys' fees and costs of suit, incurred by Avaya as a result of non-compliance with this section. Notwithstanding the foregoing, if the Software is rightfully located in a member state of the European Union and End User needs information about the Software in order to achieve interoperability of an independently created software program with the Software, End User will first request such information from Avaya. Avaya may charge End User a reasonable fee for the provision of such information. If Avaya refuses to make such information available, then End User may take steps, such as reverse assembly or reverse compilation, to the extent necessary solely in order to achieve interoperability of the Software with an independently created software program. To the extent that the End User is expressly permitted by applicable mandatory law to undertake any of the activities listed in this section End User will not exercise those rights until End User has given Avaya twenty (20) days written notice of its intent to exercise any such rights.

5. **Warranty.** EXCEPT AS REFERENCED HEREIN, THE SOFTWARE IS PROVIDED "AS IS" AND NEITHER AVAYA NOR ITS SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS OR SERVICES OR OTHERWISE RELATED TO THE AGREEMENT OR SOFTWARE LICENSE TERMS. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL WARRANTIES IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. **Compliance.** Avaya will have the right to inspect End User's compliance with these Software License Terms.

7. **Termination of License.** If you breach the license limitations or restrictions in these Software License Terms and if within ten (10) business days of your receipt of a reasonably detailed written request to cure, you have not cured all breaches of license limitations or restrictions, Avaya may, with immediate effect, terminate the Software licenses granted in these Software License Terms without prejudice to any available rights and remedies. Upon termination or expiration of the license for any reason, you shall immediately return the Software and any copies to Avaya, or, at Avaya's discretion and written notice to you, you shall permanently destroy all copies of the Software and any related materials in your possession or control. Inadvertent copies of the Software and any related materials remaining in the possession of the End User subsequent to termination or expiration shall not be implied or construed as Avaya consenting to transfer ownership of the Software and any related materials to the End User. The provisions concerning confidentiality, indemnity, license restrictions, export control, and all limitations of liability and disclaimers and restrictions of warranty (as well as any other terms which, by their nature, are intended to survive termination) will survive any termination or expiration of the Software License Terms.

8. **License Types.** Avaya grants you a license within the scope of the license types described below. Where the order documentation does not expressly identify a license type, the applicable license will be a Designated System License. The applicable number of licenses and units of capacity for which the license is granted will be one (1), unless a different number of licenses or units of capacity is specified in the documentation or other materials available to you. "Designated Processor" means a single stand-alone computing device. "Server" means a Designated Processor that hosts a software application to be accessed by multiple users. "Software" means the computer programs in object code, originally provided by Avaya and ultimately utilized by you, whether as stand-alone products or pre-installed on hardware products, originally sold by Avaya and ultimately utilized by you.

8.1. **Designated System(s) License (DS).** End User may install and use each copy of the Software only on a number of Designated Processors up to the number indicated in the order. Avaya may require the Designated Processor(s) to be identified in the order by type, serial number, feature key, location or other specific designation, or to be provided by End User to Avaya through electronic means established by Avaya specifically for this purpose.

8.2. **Concurrent User License (CU).** End User may install and use the Software on multiple Designated Processors or one or more Servers, so long as only the licensed number of Units are accessing and using the Software at any given time. A "Unit" means the unit on which Avaya, at its sole discretion, bases the pricing of its licenses and can be, without limitation, an agent, port or user, an e-mail or voice mail account in the name of a person or corporate function (e.g., webmaster or helpdesk), or a directory entry in the administrative database utilized by the Software that permits one user to interface with the Software. Units may be linked to a specific, identified Server.

8.3. **Database License (DL).** End User may install and use each copy of the Software on one Server or on multiple Servers provided that each of the Servers on which the Software is installed communicates with no more than a single instance of the same database.

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ANNEX 5
SERVICES ORDER FORM



0511 v1 Manages
Services-Assets in So

ATTACHMENT E-3



Proposal To
Red Rock
Red Rock - C3 with G9

Proposal No. OP-0043056

July 23, 2013



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Quotation Summary

Quote Information

Quote Name	Red Rock - C3 with G9
Proposal Number	OP-0043056
Quote Number	38154-D

Site Name
Arizona

This quote is for a single redundant C3 cluster and a single G9 media gateway. The actual initial capacity of the C3 and G9 are identified in the details of this quote. The services to be implemented on the C3/G9 are standard Class 4 services. There is no plan to support Class 5 services off the C3/G9 solution. The solution will enable the Avaya Aura platform to interface to the PSTN network and will support SS7 signalling, SIP Trunking, PRI, CAS, E911 trunks and CALEA.



Quotation Details

Site

Arizona

Configuration Order Code	Description	Qty
----- C3 Signaling Controller -----		
Actual Totals		
	BHCA Required	26,880
	Max Codec Channels Supported (VoIP, AMR)	1,344
	Total TDM DS0's	672
Hardware		
C3 Signaling Controller		
500-0578-161	C3 Dual SB CPU IA-RMS DC Power Server with 64GB of DDR3, and 1 4xRJ45 NIC, 2x900gb Hard Drives	2
650-0058-161	C3 Gateway Controller – Documentation Release 11.0	1
Cables		
	Cable and Miscellaneous	1
Software		
C3 SW Licenses		
690-0044-101	GENBAND C3 VARIANT ANSI 7 (PER C3 PAIR, REQUIRES OWN C3 PAIR)	1
690-0055-101	CALEA LAWFUL INTERCEPT (PER SWITCH CLUSTER)	1
690-0057-101	GENBAND C3 VARIANT SIP/SIP-T/SIP-I	1
C3 Signaling Controller		
688-0060-101	C3 Base Software	1
688-0070-101	GENBAND C3 SIGTRAN M3UA (Per ASP External Link)	2
688-0073-101	GENVIEW EMS (Per System)	1

Configuration	Order Code	Description	Qty
---------------	------------	-------------	-----

----- **G9 Converged Media Gateway** -----

Actual Totals

DS-3 DS0's Supplied	2,016
Max Codec Channels Supported (VoIP, AMR etc)	8,172
Total TDM DS0's	2,016
Max # of VoIP G.711 20-30 ms Channels Supported	8,172

Hardware

Terminal Server

NTR68106	MOUNTING KIT, TERMINAL SERVER, CS 2000A FRAME	1
----------	---	---

Cabinet

N0041856	SCR, THREAD FORMING, TYPE TT, HEX WSHR HD, SLTD, 0.216-24 X 0.500, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200)	24
N0116745	FUSE ALARM 1A 60VDC/125VAC GREY INDICATOR	2
N0229552	C15/C20 FUSE PANEL LABEL	1

Application Server

760-0194-161	G9 Shelf 17 (Upper) Alarm Cable 78.5 inches	1
760-0257-161	Ethernet Cable Kit, G9 Shelf 01 (Lower)	1
760-0258-161	Ethernet Cable Kit, G9 Shelf 17 (Upper)	1

Frame and Power

N0116746	FUSE ALARM 3A 60VDC/125VAC BLUE INDICATOR	2
----------	---	---

G9 Active CI Ports

805-0032-241	CHANNELIZED INTERFACE SUPERSLOT ADAPTER (2 SLOTS) (G9)	1
805-0054-241	CI DS3B (SCSI) CHANNELIZED INTERFACE SUPERSLOT (G9)	1

G9 Active Common Cards

N0038288	SCR, THREAD FORMING, TYPE TT, TAPTITE, HEX WSHR HD, M6 X 1.00 X 16, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200), DIN 7500D	2
----------	---	---



Configuration Order Code	Description	Qty
N0038299	WSHR, LOCK, EXT TOOTH, 1/4, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200), ANSI B18.21.1	2
SHIPLOOSE		
N0071660	WSHR, FLAT, ID: 0.219, OD: 0.475, THK: 0.028, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200)	4
G9 Converged Media Gateway		
114-0197-161	Telect 80A Standard-Trip Circuit Breaker Kit Long Delay - Delay 52	2
722-0007-161	Serial Cable Kit, G9 Frame, First G9 Shelf	1
722-0008-161	Serial Cable Kit, G9 Frame, Second G9 Shelf	1
722-0010-161	Power Cable Kit, G9 Frame, First G9 Shelf	1
722-0011-161	Power Cable Kit, G9 Frame, Second G9 Shelf	1
760-0193-161	G9 Shelf Alarm Cable, 78.5 inches	1
760-0199-161	Chassis Ground Cable, G9 Shelf	1
760-0203-161	Chassis Ground Cable, Fuse or Disconnect Panel	1
805-0115-161	PACKET AND CONTROL 2, PAC-2 (G9)	1
805-0118-161	VOICE SERVER-9 (G9)	1
850-0176-161	Kit, Power Entry Support, G9 Frame	1
850-0177-161	Kit, G9 Shelf Rear Cable Management Tray	1
850-0183-161	Kit, G9 Shelf Rear DS1/DS3 Cable Manager	1
NTVW01BZ	TELECT ROHS BIP 100AMP	1
Redundant		
805-0032-241	CHANNELIZED INTERFACE SUPERSLOT ADAPTER (2 SLOTS) (G9)	1
805-0054-241	CI DS3B (SCSI) CHANNELIZED INTERFACE SUPERSLOT (G9)	2
805-0109-142	SWITCH SERVICE AND TIMING STRATUM-3E 104K, SST-S3E	1
805-0115-161	PACKET AND CONTROL 2, PAC-2 (G9)	1
500-0129-141	TERMINAL SERVER, 16 PORT, V.90 MODEM	1
702-0013-161	FACEPLATE, BLANK, LARGE, SS	1
712-0027-161	(ROHS) PANEL, DS3 DEMARCATION, 19	1
760-0072-101	INCH CABLE ASSY, MSF/BOX PORT	1
801-0028-141	MONITOR ASSY, FACEPLATE, 12XPASS- THRU	1
801-0042-161	BNC, CI	10
801-0059-161	ASSY, FACEPLATE, FRONT, SPARESLOT, SHALLOW	8
	ASSY, FACEPLATE, REAR, SPARESLOT, WHT	



Configuration		
Order Code	Description	Qty
825-0057-242	ASSY, CHASSIS, 19IN, ENHANCE G9, GB CABINET VERSION	1
GBGW09AA	GENBAND G9 PTE2000 Frame Assembly	1
Software		
G9 SW Licenses		
690-0022-101	GATEWAY CORE SW (PER G9 VOIP CARD)	1
690-0023-101	GATEWAY CORE SW (PER G9 TDM PORT)	2016
Services		
937-0046-01	MG Installation	1
----- Support -----		
Support		
GENBANDCare Support		
GBC-SER-ADVR-C3	GENBANDCare with Adv. Ship Repair for C3	12
GBC-SER-ADVR-G9	GENBANDCare Adv Ship Repair Support G9	12
----- Training -----		
C3 Training		
C3 Training		
921-0306-101	C315 - C3 OAM. Leader Led 2 Days	1
921-0465-101	C335 - C3 Translations line-to-line, line-to-trunk, trunk-to-trunk. Leader Led 5 Days	1
G9 Training		
G9 Training		
921-2006-101	G915 - G9 OAM. Leader Led. 3 Days	1
921-2009-101	G930 - G9 Configuration, Prov. & Complex Translations. Leader Led. 5 Days	1



Configuration		
Order Code	Description	Qty
----- Professional Services -----		
Network Integration Services		
N0184943	CVoIP - Custom Integration	1

Options		
Part Number	Description	Qty
Support		
GBC-SER-360U-C3	GENBANDCare 360U for C3	1
GBC-SER-360U-G9	GENBANDCare 360U for G9	1



Proposal Terms and Conditions

1. Prior to the shipment of any products, GENBAND requires that 1) a Purchase Agreement be executed by the Customer, and 2) the configuration and delivery schedule be confirmed in a Purchase Order (P.O.) that has been received and accepted by GENBAND. Notwithstanding anything to the contrary in Customer's P.O., Customer's purchases of products or services described in this quotation shall in all respects be subject to and governed by the terms and conditions set forth in the Purchase Agreement between GENBAND and Customer. In the event of conflict between these terms and terms of an existing agreement between Buyer and GENBAND, the terms of such existing agreement shall supersede.
2. Customer purchase order must include the following: company letterhead, bill-to/ship-to address, PO number, order date, amount, product detail or GENBAND quote number, and authorized signature.

United States and Canada:
Fax: 877-370-3503
Email: Orders.NA@genband.com

Central America and Latin America (including the Caribbean):
Fax: 52-55-2789-5993
Email: Orders.Cala@genband.com

Europe/Middle East:
Fax: 44-800-471-5159
Email: Orders.EMEA@genband.com

Asia:
Fax: 852-3010-9207
Email: Orders.Asia@genband.com

3. Unused training seats expire 12 months from the date of the applicable purchase order.
4. Product standard lead times:
 - a. New systems: 6-8 weeks
 - b. Expansion hardware: 3-4 weeks
 - c. Expansion software: 5 business days

Product Lead time is based on when the job is engineered not PO receipt. Please consult with your Sales Manager or Project Manager on the desired install date.

5. Standard payment terms are 100% due net 30 from the ship date unless contract terms define other terms.
6. Unless specifically defined in the product details section of this proposal, Shipping, Sales Tax and/or Duties are not included in this proposal.
7. All International shipments are based on INCOTERMS 2000 Ex-Works, additional charge will apply such as freight, duties or importation taxes.
8. Unless specifically defined in the pricing section of this proposal, all prices are in \$USD.
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1 Detailed Service Description

This service provides the software provisioning and configuration of the C3 / G9 Solution. The basic translations will include setting up: customer dial plan (screening, routing, trunking), emergency calls (911), announcements, AMA collection, and any other features or services ordered as a part of the initial deployment.

Availability

Global

1.1 Deliverables

GENBAND will deliver to the customer basic initial configuration for the C3 / G9 Solution as part of this service.

1.2 Prerequisites

This service has no standard prerequisites.

2 Roles and Responsibilities

This section defines the detailed GENBAND and <Customer> responsibilities needed to successfully complete the project. The responsible party is accountable for delivering the specific activity defined in section 1.1.

2.1 GENBAND Responsibilities

GENBAND will, in a collaborative effort, work with the customer's staff to understand the exact engineering requirements. GENBAND will:

- Hold a site-specific conference with the customer to review requirements prior to the start of any service activities.
- Work with the customer to complete the C3 call routing translations questionnaire
- Provide the customer with a contact to answer questions specific to the C3 / G9 initial configuration and to be available remotely during the time of testing and deployment.
- Create and deliver the initial translations for the C3 / G9 solution..
- Deliver the completed configuration data to the customer via VPN access and bulk file loading
- Identify and document potential problem areas and escalate to the customer, if critical.

2.2 Customer Responsibilities

For successful completion of the **C3 / G9 Database Engineering & Creation Service**, <Customer> will need to:

- Review service requirements with the GENBAND software engineers.
- Perform prompt call-through testing; announcement validation or other verification requirements to validate the software settings made are accurate. This will be a joint responsibility between GENBAND and <Customer>.
- Provide a software configuration and provisioning project prime. The person must be knowledgeable about the existing network and able to answer questions relevant to the C3 / G9 Database Engineering & Creation Service.
- Confirm the customer's announcement components are operational and stable at all applicable sites. *The customer will be responsible for repairing any faults found on the existing equipment throughout the service delivery period.*
- Complete all required acceptance testing of the new equipment and resolve all outstanding problem reports prior to any activities relating to service start.
- Provide all downstream or far-end connecting cooperation from external groups as required by this service.
- Provide all business application software not provided by GENBAND.
- Verify the customer's billing system (in-network and downstream process) is online and functioning properly.

3 Assumptions and Acceptance

This section clearly defines the criteria that GENBAND must fulfill to successfully achieve the critical project acceptance milestones. These acceptance milestones will be directly linked to the payment milestones as defined in the contract/purchase order.

Any acceptance milestones not directly linked to payment milestones are considered internal milestones and will not be captured as acceptance criteria.

3.1 Assumptions

The following assumptions govern the delivery of the **Initial C3 / G9 Database Engineering & Creation** service:

- All software configuration work requests will be provided in a mutually agreed upon template, via an electronic delivery mechanism such as e-mail.
- Sensitive information exchanged between GENBAND and the customer should use encryption techniques.
- Logon IDs, passwords, full permissions and remote access via VPN will be available 24 hours a day, 7 days a week during the contract period to complete required loading of datafill.
- Telephone calls are accepted from 8:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday (except for US holidays observed by GENBAND).
- Equipment must have the HW and SW right-for-use required to support changes being requested.
- Data Provisioning will only be input for the switch(es) listed on the services work-order or defined in the services contract.
- GENBAND hours will be tracked via the GENBAND Professional Services Intranet database.
- This service is to be delivered remotely unless otherwise negotiated during the service contract.
- Participation on conference calls is limited and it is the responsibility of the service delivery prime to inform the customer of conference call extensions during the life of the project.
- All equipment for which this service is being provided must have been previously installed and commissioned according to OEM and/or applicable documentation.
- No customer hardware upgrades are scheduled during this service timeline.
- Information, documentation, facilities and services under Customer control or reasonably obtainable by Customer shall be furnished by Customer on or before the date specified in the project schedule to facilitate the orderly progress of the work under this SOW.
- If customer-provided information is not available by agreed upon date, or if changes are made to customer provided information or scope of work, the schedule for completion of the service work will be changed accordingly and additional fees may apply.
- If site is not ready by the scheduled start date, or if service work is interrupted or delayed due to customer provided equipment not ready, then the schedule for completion of the implementation service work will be changed accordingly and additional fees may apply.
- All documentation will be provided in standard GENBAND format.
- If Customer does not notify GENBAND of any issues within 30 days of completion of the service activities, the work will be deemed acceptable, accurate and complete.
- All non-service impacting work identified under this SOW will be delivered during regular business hours as defined by the local area unless otherwise agreed upon between GENBAND and the Customer.
- The Customer must purchase all applicable product features and licenses required for this service. These are not included as part of the services identified under this SOW.

3.2 Acceptance Criteria

No acceptance criteria apply to this service.

4 Exclusions and Timelines

This section lists exclusions to the scope as defined in this SDD and the timelines associated with service delivery.

4.1 Exclusions

[The following activities are completely out of the scope of this project and are not performed by GENBAND and/or <Customer> as part of this project:

- Installing or troubleshooting GENBAND equipment and non-GENBAND vendor equipment.
- Providing any travel-and-living expenses and time for on-site activities not included in the original service.
- Using this service as a substitute for GENBAND Technical Assistance and/or Nortel Emergency Recovery services
- Resolving CPE hardware problems or CPE documentation issues.
- Providing datafill for vendors not specified in the service contract, datafill for sites not specified in the service contract, or other tasks not specified in the service contract.
- Providing on-site support to resolve any issues. If on-site support is required the customer must place an order for that work under the relevant supply agreement by liaising with the GENBAND Account Manager.
- Designing the customer's network.
- Disclosing proprietary information relative to the exact methods and procedures for service delivery.
- Providing services for any network elements or 3rd party devices not specifically defined as included in this SOW.
- Demonstrating, training or providing orientation for Customer personnel.

4.2 Timelines

Timelines for the **C3 / G9 Database Engineering & Creation** Service will be mutually determined by GENBAND and the customer unless otherwise noted by the GENBAND service delivery team.

5 Appendix

C3 / G9 Database Engineering & Creation

5.1 Order Codes

937-0049-01 C3 Database Engineering & Creation

<END OF DOCUMENT>

GENBAND is a global leader and innovator of next generation IP media, session border and fixed mobile convergence security solutions deployed in over two-thirds of the world's 100 largest service providers. These high-performance gateway solutions are at the core of fixed and mobile networks around the world – evolving, securing and enhancing communications networks. Headquartered in Plano, Texas, GENBAND has Centers of Excellence around the world and serves customers and partners in more than 80 countries. Additional information is available at www.genband.com.



Service Definition Document (SDD)

Service	Standard Installation & Commissioning - C3 / G9
Version	v1.4
Issue	December 14, 2010
Availability	Global
Purpose	This document details the Service Definition for the Standard Installation & Commissioning - C3/G9 service.

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1 Detailed Service Description

1.1 Service description

The Standard Installation & Commissioning – C3 / G9 service provides for the basic engineering (Site, Hardware and Software Engineering), and installation (physical build and commissioning) of the C3 / G9 equipment in accordance with GENBAND standards. The activities described in this document represent a typical GENBAND C3 / G9 deployment.

1.2 Availability

This service is available globally.

1.3 Deliverables

The **Standard Installation & Commissioning – C3 / G9** Service includes the following deliverables:

1.3.1 Standard Engineering

As part of Standard Engineering, GENBAND will perform the following activities.

- Site Survey, Site Engineering – GENBAND will provide collection and analysis of site-specific physical layer requirements to support the C3 / G9 solution. This service determines requirements for floor space, positioning, bracing, grounding, power and data cabling requirements between the C3 / G9 equipment and the Customer's demarcation points and Installation Related Material (IRM).
- Hardware and Software Engineering - GENBAND will document a detailed set of hardware, software and IP specifications and drawings required to interconnect and install the C3 / G9 solution.

1.3.2 Basic Installation & Commissioning

GENBAND will provide physical installation of the C3 / G9 equipment into the <Customer> network. The C3 / G9 network elements will be installed and commissioned (hardware and software) according to GENBAND custom installation method documentation.

1.3.3 Installation Completion Testing & Signoff

Installation Completion Testing & Signoff - Once installed, GENBAND will power all equipment, verify the installation workmanship and perform basic installation testing on a nodal basis in preparation for Integration and Acceptance

1.3.4 Installation Project Supervisor

GENBAND will provide a resource to handle the responsibility of coordinating and managing all of the in-scope project activities associated with the Installation & Commissioning of the C3 / G9 solution. The project supervisor coordinates and manages the individual teams and communication among the Customer and GENBAND as required.

2 Roles and Responsibilities

This section defines the detailed GENBAND and Customer responsibilities needed to successfully complete the project.

2.1 GENBAND Responsibilities

As part of the **Standard Installation & Commissioning – C3 / G9** service, GENBAND is responsible for the following activities.

2.1.1 Standard Engineering

- Perform a post sales review of the Product configuration being purchased by Customer
- Provide customer the Customer Questionnaire (CQ) document to complete and sign prior to performing the site survey
- Provide, if required, a GENBAND engineer to perform the site survey to complete installation specifications and identify GENBAND furnished installation material requirements.
- Create an Installation Site specification (generate a site inventory list, identify any additional materials that may need to be provided, for example, cabling racks, fiber, shelves, etc.)
- Create an Installation Related Materials List equipment list
- Issue the Installation Related Materials List to the GENBAND order house within five days of the survey
- Provide draft floor plans (DFP) for the Installation Site to Customer on or before the DFP date specified in the Project Schedule. DFP layouts will be used in the final meeting for installation completion sign-off.
- Provide an Installation Engineering Documentation Package and updating office records
- Release the complete Installation Engineering Documentation Package and labels for the implementation team and <Customer> within 15 days of the survey
- Provide product configuration specifications
- Provide product configuration drawings
- Provide standard IP Spreadsheet with basic logical layer configuration templates and tables
- Provide updated drawings for as-built conditions (GENBAND changes only)
- Provide one copy of the applicable engineering documentation to the Customer

2.1.2 Installation & Commissioning

- Provide the personnel to complete this service, according to the activities, schedules and timelines approved by and agreed to by GENBAND and the Customer
- Provide updates to a Customer designated contact
- Provide a method of procedure for all related service activities and hold a Customer Method of Procedure (MOP) meeting/approval to review
- Pre-stage the Customer's purchased equipment at GENBAND to specifications. Includes assembly and intra-bay cabling, loading software, software configuration files and all applicable patches, and provisioning the media gateway controllers and the media gateway, run test traffic soak on the switch, and configure customer supplied IP requirements.
- Ship the products to the Installation Site(s) specified on or before the SD date specified in the Project Schedule.
- Begin the installation on or before the Installation Begins (IB) date specified in the Project Schedule.
- Provide all tools, installation and equipment necessary for performance of GENBAND's obligations outlined in this SOW. The use of GENBAND's tools and/or equipment by Customer must be approved by GENBAND and may subject Customer to additional charges.

- Comply with the customer's security regulations for each Installation Sites(s).
- Provide installation supervision and labor for the physical installation of the equipment and connection to Customer's network interfaces
 - Install and secure all GENBAND-provided frames, cabinets and shelves according to GENBAND standards and site drawings.
 - Install and secure cable rack hardware within 10-feet radius of the GENBAND switch
 - Installing all engineered cabling according to GENBAND standards
 - Provide physical connectivity to customer provided Network Interfaces up to 100 feet or less cabling.
 - Run and secure with lacing cord all signaling cables (includes cable runs up to 25 ft.).
 - Connect all customer provided power and grounding cabling to the GENBAND equipment
 - Label all power and signaling cables
 - Connect the Products to the demarcation points defined below
 - Telco Facilities Demarcation - Determined at the time of Site Survey.
 - DC Power System Demarcation - Determined at the time of Site Survey.
 - Alarm System Demarcation - Determined at the time of Site Survey.
 - Verifying continuity of all cable connections from the equipment to the demarcation point
 - Perform power verification check
 - Perform ground audit check before and after power verification check
- Perform IP addressing and Hardware verification using test database to validate installation conformance and basic functionality of the system hardware.
- Integrating GENBAND provided Media Gateways to assigned Gateway Controllers (GWC)

2.1.3 Installation & Commissioning Completion Testing

- Perform IP addressing and Hardware verification using test database to validate installation conformance and basic functionality of the system hardware.
- Perform hardware diagnostic testing on the installed equipment
- Completing all standalone operational tests according to the IMs, using automated/remote testing where applicable
- Perform the Installation & Commissioning Completion Test that validates the GENBAND hardware per GENBAND test procedures. (GENBAND INSTALLATION & HARDWARE VERIFICATION TEST C3, 8000 & G9 Procedure).
- Facilitate Installation Job Closing (IJC) to jointly review that all services are completed satisfactorily and to obtain signature sign-off of Customer that all equipment was received and installed per specifications and that the product hardware is operational.
- Complete the Installation Complete Notice (see Section 4.0 of this SOW)
- Clean up, pack, and ship tools back to GENBAND
- Performing general on-site cleaning to verify that the site is in a neat and "broom clean" condition following the completion of daily work activities associated with this service
- **Note:** The post installation testing that is included within the Standard Installation & Commissioning – C3 / G9 service is intended to verify customer satisfaction with the GENBAND switching platform to a point where the customer is ready to proceed with service procedures. The post installation test plan is implemented following base hardware installation, to verify the hardware, and as built cabling. The post-installation test plan is not designed for customer Database setup, network integration, cutover support, or feature testing but merely as a means to ensure GENBAND has delivered a base product that is fully functional for the customer to utilize. This additional test coverage is available separately as part of the **Acceptance Test Planning and Integration and Acceptance Services**

2.1.4 Installation Project Supervisor

- Provide a single point of contact to serve as Installation Project Supervisor from Early Job Conference (EJC) to Customer Acceptance.
- Hold Early Job Conference (EJC) to establish jointly agreed upon project schedule including: Milestone dates and duration, Customer's and GENBAND's responsibilities, job progress reports, problem tracking and status reports, General Method of Procedure (MOP) and responsibilities of GENBAND and the Customer
- Ensure that the installation & commissioning project meets schedule and quality objectives
- Coordinate communication between the Customer and GENBAND related to the installation & commissioning.
- Use Risk Identification, Quantification and Control processes to verify corrective actions are taken as required for successful project completion

2.2 Customer Responsibilities

Customer and/or its designated subcontractor are responsible for performing the responsibilities identified in this section.

- Providing GENBAND the overall equipment topology of the network into which the solution will be placed (unless the optional Detailed Engineering service has been purchased).
- Providing GENBAND call processing traffic levels for the level to which GENBAND is expected to engineer the solution (unless the optional Detailed Engineering service has been purchased)
- Providing GENBAND all assignments and demarcation points (unless the optional Detailed Engineering service has been purchased)
- Providing GENBAND all required IP/ATM addresses (unless the optional Detailed Engineering service has been purchased)
- Providing network documentation on interconnection points, routing protocols, bandwidth and network elements software versions (routers, firewalls, NAT devices) (unless the optional Detailed Engineering service has been purchased)
- Providing drawings of the physical layer connectivity of the existing office (unless the optional Detailed Engineering service has been purchased)
- Certifying that all switch power equipment complies with GENBAND specifications and operational parameters prior to GENBAND equipment being terminated to the power plant
- Notifying GENBAND of any changes to the architecture that occur before this service is completed
- Prior to the site survey, complete and sign the Customer Questionnaire ("CQ") document, provided by GENBAND.
- Provide overall program management and engineering functions related to the responsibilities described in this Customer Responsibilities section. This includes, but is not limited to, management of schedules for other equipment suppliers, Telco circuit orders and engineering relating to the Installation Site (unless optional Project Management Services are purchased)
- Prepare the Installation Site(s). Provide all required architectural work, civil engineering and construction work for Installation Site preparation. Customer is responsible for obtaining any required operating authority and all required approvals and permits to receive delivery of, install and operate the Products.
- Provide adequate building facilities, utilities, space and environmental conditions for GENBAND's installation personnel and the Products on or before the Site Preparation date (SP Date) as specified in the Project Schedule. Customer shall ensure that each Installation Site is prepared in accordance with the environmental requirements for GENBAND's Products. All Installation Sites shall provide safe access for installation personnel.

- Customer will allow GENBAND's installation personnel access to the Installation Site(s) and to the Products as necessary for GENBAND to perform its obligations under this SOW (including off hours if necessary to meet schedules).
- Facilities shall be provided with air-conditioning, heating, ventilation, lighting and adequate working space (free of debris and other clutter that might hinder the installation). The building must be dry and free from dust and in such condition as not to be hazardous to GENBAND personnel or the Products.
- Customer shall provide and install adequate fire-fighting apparatus at each Installation Site. Activation of a water fire extinguishing system may void the warranty on the Products.
- Customer is responsible for verifying floor-loading capabilities and any substructures located within the floor (for example: high-tensile wire, air ducts, electrical conduits, etc.). In exceptional cases, Customer may be required to drill floor anchor holes (e.g. in cases of earthquake zones or where the GENBAND engineer determines that there is a distinctive/unique floor structure). This type of determination will be identified at the time of the Site Survey.
- Customer is responsible for drilling all ceiling supports.
- Customer is at all times responsible for provision and cost of all required commercial AC power and associated fixtures, including, but not limited to, AC panels, AC circuit breakers, AC fuses, building wiring, convenience outlets, lighting and AC grounds. All AC electrical facilities shall conform to the latest issue of the National Electrical Code ("NEC") and any local codes to ensure a safe work area.
- Customer is responsible for providing all required DC Power. Customer is responsible for supplying and installing the required primary DC Power cables (gauge is determined by the GENBAND engineer at the time of the Site Survey).
- **Note:** The primary DC Power Cables must be installed and ready for termination by GENBAND Installation team prior to the IB date. Customer is also responsible for termination of primary DC Power Cables on the power plant side.
- Customer is responsible for ensuring that the Central Office ("CO") ground bar meets the requirements of Bell Core GR 1502 Central Office Environment Detail Engineering Generic Requirements Section 12. The GENBAND system requires a minimum of 5 ohms of resistance at the CO ground. If there is no aisle feeder above the GENBAND frame, a 1/0 awg green cable will be run directly to the CO ground bar. Otherwise a 6 awg green cable will be H-tapped to the aisle feeder.
- To facilitate GENBAND's performance, Customer shall provide adequate security for the Products, installation materials and tools at each Installation Site. Customer shall provide to GENBAND, upon request and at no charge, secure storage space and a designated work area with adequate heating or air conditioning and lighting.
- Customer shall provide two (2) telephone lines (internet/telephone access), and service (dial tone from a local exchange) at each Installation Site on or before the IS date. One phone line will be connected to the GENBAND terminal server for emergency remote access. The second phone line will be for GENBAND personnel business usage. Customer shall provide long distance telephone service to GENBAND's installation personnel (for business purposes only) throughout installation and the performance of onsite Services.
- Each GENBAND chassis installation requires 2 100BaseT Lan Access drops for connectivity to the IP network that will be utilized for OAM&P and inter switch traffic. For redundancy the GENBAND switch requires 2 active 100BaseT uplinks from 2 diversely routed routers, at each switch Installation Site on or before the IS date. To facilitate project completion, Customer will provide a verified Internet accessible connection to each switch Installation Site on or before the IB date. Security procedures shall be developed per GENBAND and Customer security guidelines.
- **NOTE:** Customer LAN address designations are required three (3) weeks prior to shipment for project success. Slips to this date may result in changes to Project Schedule. Slips may not be day-for-day-adjustments.
- Provide any building renovations, computer floors and wall penetrations. Provide openings (including elevator space where required) to allow the Products to be placed into position. Provide or bear the cost of any special equipment required to deliver Products to the Installation Site(s). Any local or site-specific requirements will be identified at the CK meeting.

- In the event Customer fails to meet any of its responsibilities and such failure results in delays to the Project Schedule, Customer and GENBAND shall mutually agree in writing to a revised Project Schedule. Schedule revisions may not result in day-for-day adjustments.
- Working space and office facilities on Customer's premises may be required for GENBAND's project team for the duration of the Services. Requirements will be agreed upon at the CK meeting.
- After GENBAND has installed the Products, GENBAND will provide Customer with ample advanced notification that installation is complete. Following such notification, Customer agrees to furnish representatives to witness installation complete testing of the Products. Installation complete testing will be performed in accordance with GENBAND's Installation Quality Verification Procedures, which are attached to this SOW as Exhibit 1. On the date that such testing has been successfully completed, Customer will sign the Installation Completion Notice ("ICN"), a copy of which is attached to this SOW as Exhibit 2. If Customer does not furnish representatives within the time frame described above, GENBAND will continue with installation complete testing, and if testing is successful GENBAND will send Customer a copy of the ICN reflecting the date that Completion of Installation occurred, which shall be valid as if Customer representatives had personally witnessed and agreed to the Completion of Installation.
- GENBAND and Customer will appoint a representative who will be authorized to act as the primary contact in dealing with the other party during the installation and who will have the power and authority to make decisions with respect to actions to be taken by such party
 - Providing VPN access, or other direct connection for switch access by GENBAND to all offices
 - Confirming that the engineering parameters in the target switch are adequate to handle any additional growth or database activity
 - Performing all activities requiring an on-site presence, such as call-through testing, jumper running, etc.
 - Reviewing service requirements with the GENBAND software engineers.
 - Performing prompt call-through testing, billing validation or other verification requirements to validate the software settings made are accurate. This will be a joint responsibility between GENBAND and <Customer>.
 - Providing a software configuration and provisioning project primary contact. The person must be knowledgeable about the existing network and able to answer questions concerning trunking, cutover/upgrade plans and billing requirements, if applicable.
 - Providing detailed information when requested to either develop routing, billing, IP addressing and/or screening tables. These details will be collected in question-and-answer format from pre-existing documents, dumps from other systems and questionnaires.
 - Confirming the number of locations and the quantity of third-party network elements at each location to be configured as part of this service.
 - Providing all downstream or far-end connecting cooperation from external groups as required by this service.
 - Defining jointly the network demarcation points that this service will involve.

3 Assumptions and Acceptance

This section clearly defines the criteria that GENBAND must fulfill to successfully achieve the critical project acceptance milestones. These acceptance milestones will be directly linked to the payment milestones as defined in the contract/purchase order.

Any acceptance milestones not directly linked to payment milestones are considered internal milestones and will not be captured as acceptance criteria.

3.1 Assumptions

The following assumptions govern the delivery of the **Standard Installation & Commissioning – C3 / G9** service:

- All timelines for milestones, activities, deliverables and the service completion date will be agreed upon between the Customer and GENBAND.
- All services will be performed using GENBAND standards where applicable
- When applicable, all equipment will be deployed within the GENBAND provided frame(s) and with GENBAND provided internal cabling. Any onsite changes to the standard configuration, such as moving equipment to a new customer provided frame, or re-cabling to a customer provided layer 2 switch, will result in additional charges.
- Any additions or changes after the survey, which change the agreed to location of the switch, any demarcation locations or result in additional work, will be charged to the customer
- If, during or after the Site Survey, it is determined that the professional services of a civil engineer, surveyor, structural engineer, soil analysis engineer or any other consultant are required in order to determine the suitability of an Installation Site, Customer agrees to pay GENBAND for the services of any such individual or firm.
- All documentation produced as a result of any such undertaking (the site survey) will become the property of Customer.
- Any additional Services identified as the result of the Site Survey, Customer Questionnaire or the Customer Kickoff meeting, not identified in this SOW, will be quoted by GENBAND separately, and if accepted by Customer will be documented in a new P.O. or a change order to Customer's original P.O.
- If site is not ready by the scheduled start date, or if service work is interrupted or delayed due to customer provided equipment not ready, or customer delays result in unplanned travel, then the schedule for completion of the implementation service work will be changed accordingly and additional fees may apply.
- If the Installation Site(s) is not available to receive the Products by the SP date, GENBAND, at its option, may ship the Products to a warehouse (environmentally controlled), and Customer shall bear the costs of warehousing, reloading, transporting, off-loading and moving the Products to the Installation Site when such Site becomes available. If the site survey equipment placing plan is altered the customer will be charged for any additions and scrap.
- All labor and materials necessary to prepare each Installation Site for installation will be provided in compliance with all applicable local codes and ordinances. Any such local, site-specific requirements will be identified at the CK meeting.
- **Note: The materials and services detailed in Section 2.0 represent GENBAND's total responsibility for installation activities. GENBAND will quote any additional materials and labor beyond those described herein separately on a case-by-case basis**
- Information, documentation, facilities and services under Customer control or reasonably obtainable by Customer shall be furnished by Customer on or before the date specified in the project schedule to facilitate the orderly progress of the work under this document.

- If customer-provided information is not available by agreed upon date, or if changes are made to customer provided information or scope of work, the schedule for completion of the service work will be changed accordingly and additional fees may apply.
- Customer shall make each Site available to GENBAND designated personnel 24 hours a day, 7 days per week as required to perform GENBAND's obligations under the MPA and P.O. Site access includes providing free access to each Installation Site by providing security badges, keys, pass codes, security clearances, escorts, etc., necessary to gain entrance to and exit from the work area for the term of the installation. Waiver of liability or other restrictions shall not be imposed as a Site access requirement.
- All documentation will be provided in standard GENBAND format.
- This service may be delivered on-site or remotely as determined by GENBAND. Logon IDs, passwords, full permissions and remote access ports either dialup or VPN will be available 24 hours a day, seven days a week during the specified contract period to complete required loading of datafill.
- Services identified under this document requiring travel to site will have a minimum 14-day advance notice unless otherwise agreed upon between GENBAND and the Customer.
- All non-service impacting work identified under this document will be delivered during regular business hours as defined by the local area unless otherwise agreed upon between GENBAND and the Customer.
- The Customer must purchase all applicable product features and licenses required for this service. These are not included as part of the services identified under this document.
- If the Customer plans evening maintenance involving subscriber-service-affecting datafill that may cause loss of dial tone or prevent call processing, then GENBAND support must be notified at least one week in advance.
- All software configuration work requests will be provided in a mutually agreed-upon template, via an electronic delivery mechanism such as e-mail.
- All GENBAND products, including the database, must be on the supported software release and all GENBAND software release notices have been applied.
- The EJC and Site Survey are typically combined into one event for this level of service.

4 Exclusions and Timelines

This section lists exclusions to the scope as defined in this SDD and the timelines associated with service delivery.

4.1 Exclusions

The following activities are completely out of the scope of this project and are not performed by GENBAND and/or the Customer as part of this project:

- Disclosing proprietary information relative to the exact methods and procedures for service delivery.
- Providing services for any network elements or 3rd party devices not specifically defined as included in this document.
- Demonstrating, training or providing orientation for Customer personnel.
- Performing the following activities (some may be offered under other order codes):
 - Detailed Engineering (i.e. Documenting Traffic Flows, Security, QoS, etc)
 - Initial Database Engineering or Provisioning
 - Network Integration
 - Acceptance Test Planning or Execution
- Performing installation, line provisioning, engineering, troubleshooting or hardware datafill for equipment
- Providing any Travel and Living (T&L) expenses and time for on-site activities
- Using this service as a substitute for GENBAND Technical Assistance and/or GENBAND Emergency Recovery services; however, database provisioning support will be provided in the event of an emergency
- Resolving Customer Premise Equipment (CPE) hardware problems or CPE documentation issues
- Providing on-site support to resolve any issues. If on-site support is required, the Customer needs to place an order for that work under the relevant supply agreement with the GENBAND Account Manager
- Designing the Customer's network

4.2 Timelines

The following timelines govern the delivery of the **Standard Installation & Commissioning - C3 / G9** service. The Customer and GENBAND shall mutually agree upon each party's key performance milestones in the Project Schedule. Milestones may be amended if mutually agreed upon in writing.

Milestone	Date	Milestone Event	Responsible
CQ		Customer Questionnaire	GENBAND/Customer
SS		Site Survey	GENBAND
CK		Customer Information Collection – Kickoff Meeting	GENBAND/Customer
DFP		Draft Floor Plan Drawings Complete	GENBAND
SP		Site Preparation Complete	Customer
SD		Ship Date	GENBAND
IB		Installation Begins	GENBAND
IC		Installation Complete	GENBAND



ICN		Installation Completion Notice Signoff	GENBAND/Customer
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NOTE: GENBAND's price for Services assumes continuous performance of on-site Services without delay or interruption. In the event of a delay by Customer or Customer's subcontractors, GENBAND reserves the right to make changes to the Project Schedule and charge Customer for any additional expenses incurred by GENBAND. In the case of a schedule revision, there may not necessarily be a day-for-day adjustment to the Project Schedule.

5 Appendix

C3 / G9 Standard Installation & Commissioning

5.1 Order Codes

937-0043-01	Additional Card Install with Initial Installation (Same MG Location)
937-0044-01	MG installation with initial MG install at same location
937-0045-01	C3 Installation with Initial Installation Same Location as an 8000 or G9
937-0046-01	MG Installation
937-0048-01	C3 Installation
937-0093-01	C3 Expansion Installation
937-0097-01	Expansion Card EF&I for 1ST Card MG
937-0098-01	Expansion Card EF&I for 2 or more Cards (Each Card), Same Location MG
937-0055-01	Grounding Audit MG
923-0003-101	C3 Pair Installation, Same frame as initial C3 or MG
923-0004-101	MG Installation, Same frame as initial C3 or MG

Exhibit 1 to the Statement of Work

Customer Responsibility Checklist

The following matrix describes key customer responsibilities necessary to ensure successful delivery of the C3 / G9 Standard Installation & Commissioning Service.

The C3 / G9 Standard Installation & Commissioning Service included Basic Engineering, Furnish and Installation (EF&I) include the engineering, assembly, site survey, drawings, and installation of equipment and termination of power cabling to the C3/G9 system. Anything beyond basic installation of the C3/G9 system would be identified at site survey time and quoted separately.

The customer is required to provide all cabling from BDFB and ground plane to the GENBAND equipment bay(s). The Customer must provide all DS-3/DS-1 cables to the GENBAND bay. The Customer must supply breakers in BDFB. All external demarks cabling are assumed to be standard lengths (50' fiber, 100' Timing, SS7, GigE). Any cables beyond the standard lengths after the site visit is performed are considered to be custom order for cables.

Power amperage requirements will be determined by site survey, customer requirements and specific system engineering.

Facilities	Engineer	Furnish	Install
Obtain all permits required for the installation	Customer	Customer	Customer
Floor Loading & Substructures: Verify the floor-loading capabilities and substructures are located and clearly Marked	Customer	Customer	Customer
Facilities ready: all trades work completed and certificate of occupancy has been issues	Customer	Customer	Customer
Environmental: Ensure proper environmental requirements for switch room that are conducive to product operation.	Customer	Customer	Customer
Order all Outside Plant Circuits required. Installed and terminated prior to installation.	Customer	Customer	Customer
Cable Rack	Customer	Customer	Customer
Cable Holes	Customer	Customer	Customer
Firestop	Customer	Customer	Customer
Power			
BDFB's	Customer	Customer	Customer
BDFB Lugs	Customer	Customer	Customer
Power Bolt Kits @ BDFB	Customer	Customer	Customer
Power Cable From BDFB(s) to C3/G9 Frame	Customer	Customer	Customer
Aisle Ground Feeder Cables from MGB to C3/G9 Frame	Customer	Customer	Customer
Perform Ground Audit check at installation	Customer	Customer	GENBAND
C3/G9			
Provide Clock Source	Customer	Customer	Customer
Assign IP range based product requirements	Customer	Customer	Customer
Provide Uplinks to C3	Customer	Customer	Customer
Provide (1) Phone Line for Data Terminal per terminal server	Customer	Customer	Customer
Circuit Termination Equipment	Customer	Customer	Customer
Engineering Drawings			
Provide Office Drawings	Customer	Customer	Customer

Exhibit 2 to the Statement of Work**Installation Quality Verification Procedures**

The information in this Exhibit should be used to verify that the GENBAND Products have been properly installed.

After an item has been verified as complete, GENBAND and Customer are to place a check mark in the blanks provided. If an item is not applicable to the Products being installed write in the initials NA (not applicable). After all items have been successfully verified as complete, both GENBAND and Customer need to sign the Installation Completion Notice (Exhibit B) acknowledging Completion of Installation.

General Visual Check of Switch:

- ☐ ☐ Frame is mounted squarely and evenly.
- ☐ ☐ Doors are correct, open freely and latch correctly.
- ☐ ☐ No scratches or dents in doors.
- ☐ ☐ Hinges are tight and have the correct stack-up.
- ☐ ☐ Check each frame alarm indicator panel for led visibility
- ☐ ☐ Grille screws are tight.
- ☐ ☐ Grilles are free from scratches and or dents.
- ☐ ☐ Verify unit mounting matches assembly drawings.

G9 Front:

- ☐ ☐ Labeling is correct (circuit pack and shelf).
- ☐ ☐ G9 slot filler panels installed in empty slots.
- ☐ ☐ Latches are set for proper door closure and latching.
- ☐ ☐ Ensure thumbscrews on all circuit packs are tight.
- ☐ ☐ Verify circuit pack location to Site specifications.
- ☐ ☐ Verify CM Ethernet cables terminations are seated properly.
- ☐ ☐ CM Ethernet cables terminations are labeled.

G9 Rear:

- ☐ ☐ Fan screws are tight.
- ☐ ☐ Circuit pack screws are tight.
- ☐ ☐ Labeling of circuit packs is correct and matches specifications.
- ☐ ☐ Check for scratches or dents on all paint work.
- ☐ ☐ BITS Timing source cables are connected and labeled correctly.

G9 Cabling Rear:

- ☐ ☐ T1 connectors are tight and flush with screws tight.
- ☐ ☐ T1 cables are labeled as to termination and origination point.
- ☐ ☐ Cable is labeled to originating and termination point.
- ☐ ☐ BNC interface cables (clocking source) are seated and tight.
- ☐ ☐ Clocking source cables are labeled to far end-termination point.

C3 Front:

- ___ ___ Disk Drive cover plate has no dents or scratches.
- ___ ___ Disk Cover plate is labeled correctly.
- ___ ___ Disk Cover plate is tight.
- ___ ___ Door latch screws are tight.
- ___ ___ Fan grille has no dents or scratches.
- ___ ___ Fan grille thumbscrews are tight.

C3 Rear:

- ___ ___ Fan grille is clear of obstruction with no dents or scratches.
- ___ ___ Thumbscrews holding grille are tight.
- ___ ___ All cable connectors are seated with alignment screws tight.
- ___ ___ Power cables are formed correctly with no excessive bending.
- ___ ___ Power cables are labeled.

This section covers the installation quality of non-GENBAND equipment. DSX/T1 termination:

GENBAND is responsible for the termination of its T1 cables from the back of the G9 unit to the customer-provided DSX patch panel. Care must be taken to make these terminations correct the first time because they are connectorized cables routed from the G9.

- ___ ___ Verify that cables are protected at all locations where they come in contact with sharp edges.
Example: cable raceway break offs, threaded rods and entering/exiting computer floors.
- ___ ___ Verify that cables are formed as straight as possible with no crossovers.
- ___ ___ Verify that cables are labeled showing the origination and destination point.
- ___ ___ Labels contain the following information: GENBAND system location,
G9 unit #, circuit pack slot and port # and far end termination.
- ___ ___ Verify that cables are secured to vertical arms per customer specification
(lace or tie-wrap). If the cables are tie-wrapped, use an "X" pattern with the
head of the tie-wrap on the backside of the bundle. If lacing cord is used, Use
the current customer standards. i.e. (Chicago , Kansas City or "H" stitch
may be appropriate).
- ___ ___ Verify the T1 cable is butted in the correct location.
- ___ ___ Verify that heat shrink or tape is used to protect butt. Approximately one inch beyond butt onto
cable sheath and one inch past butt onto unsheathed cable.
- ___ ___ Verify that cables are formed on DSX support bracket per customer request.
- ___ ___ Verify that T1 wires are formed into a neat even bundle on the support bracket.
- ___ ___ Verify that the rear of the DSX patch panel is clean with no refuse or wire droppings.

Fiber terminations:

- ___ ___ Verify all cables are labeled correctly.
- ___ ___ Verify all termination connections are seated properly and locked in place.
- ___ ___ Verify cables are protected as needed where supported.

The objective of this Section is to outline pre in-service commissioning criteria to be performed by the GENBAND installation team. The GENBAND installation team is not responsible for post-installation services such as circuit activation, cutover or integration of the system into Customer's network. If post-installation services are needed, please contact your GENBAND account manager.

____ Grounding Audit: After installation and final system testing of the GENBAND are completed, a final ground audit must be performed and the results compared against the initial audit. A soft copy of these results are to be sent to GENBAND's Customer Support Center and kept on file for the life of the system.

____ Power Verification: Power verification is performed after physical installation has been completed to verify that all installed power is connected properly. Power verification confirms that there are no power supply leads connected directly to ground.

____ System Clock: During the on-site phase, the customer clock source and the system clock are checked to ensure an in-sync state exist, ensuring that the GENBAND system's internal stratum system clock is functioning properly. This test is performed during the staging phase of commissioning. Both the primary and secondary internal clocks should be brought to an in-sync state when connected directly to a Stratum 3 source and when slaving from T1 timing spans. Commissioning the GENBAND system with the internal clock running in free mode is not acceptable. In each mode of timing proper system reaction must occur during switchover, internal clock failure and loss of primary or secondary clock source.

____ External Access Setup: During the on-site phase of final system testing, configuration of external access for GENBAND Customer Support and Profession Services needs to be provisioned and access tested. If Customer is providing a link for down stream billing it may also be provisioned at this time. GENBAND is not responsible for access to Customer's private LAN/WAN.

____ T1 Card Loop-back Testing: Each T1 card has 5 connectors to accommodate 5 T1 cables for processing 60 T1 signals. Each T1 connector has 51 pins. A loopback test proves that all channels are capable of carrying traffic. The loopback test requires a special test connector that, when connected to the T1 card connector, loops back each transmit pin to its associated receive pin. The wiring of the special connector is shown below. The pins are connected using no. 24 wire.

Loopback 'Wiring of 51-Pin Test Connector			
From Pin	To Pin	From Pin	To Pin
51 (TXTIP1)	48 (RXRING1)	15 (TXTIP2)	18 (RXRING2)
50 (TXRING1)	49 (RXTIP1)	16 (TXRING2)	17 (RXTIP2)
47 (TXTIP3)	44 (RXRING3)	32 (TXTIP4)	35 (RXRING4)
46 (TXRING3)	45 (RXTIP3)	33 (TXRING4)	34 (RXTIP4)
31 (TXTIP5)	28 (RXRING5)	10 (TXTIP6)	13 (RXRING6)
30 (TXRING5)	29 (RXTIP5)	11 (TXRING6)	12 (RXTIP6)
43 (TXTIP7)	40 (RXRING7)	6 (TXTIP8)	9 (RXRING8)
42 (TXRING7)	41 (RXTIP7)	7 (TXRING8)	8 (RXTIP8)
39 (TXTIP9)	36 (RXRING9)	23 (TXTIP10)	26 (RXRING10)
38 TXRING9)	37 (RXTIP9)	24 (TXRING10)	25 (RXTIP10)
22 (TXTIP11)	19 (RXRING11)	1 (TXTIP12)	4 (RXRING12)
21 (TXRING11)	20 (RXTIP11)	2 (TXRING12)	3 (RXTIP12)

To perform a loopback test of a T1 card, use the following steps.

1. Remove all T1 cables to the T1 card that is to be tested.
2. Connect the test connector to the top of the T1 card.
3. At the EMS GUI, configure the SM card to sequentially loopback each of the transmit/receive pairs (channels 1 through 12).
4. At the EMS GUI, set up the built-in bit-error-rate tester (BERT) located on the

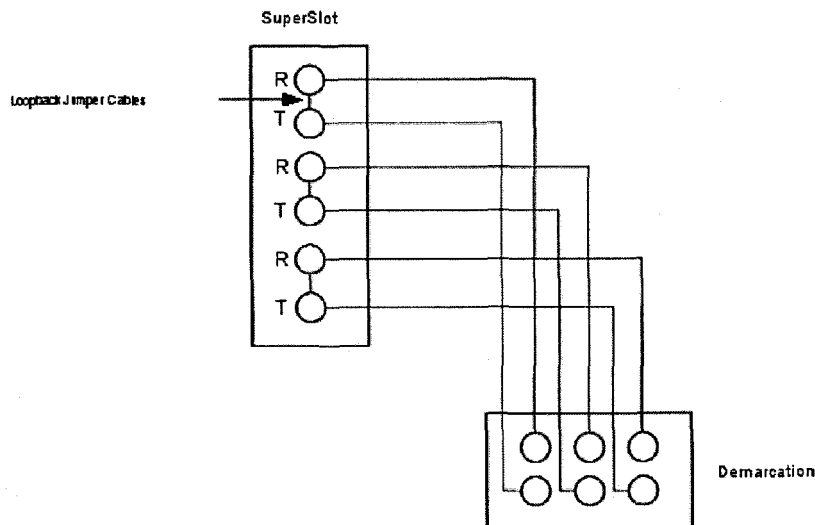
- SM card to generate a pattern of alternate ones and zeros.
5. Verify that the pattern is received. This test proves that each channel of the card for the connector under test is open and capable of transmitting/receiving traffic.
 6. Remove the test connector from the connector under test. Disregard any CGA alarms generated at this time for the channels being tested.
 7. Connect the T1 cables to the T1 card just tested.
 8. At the DSX panel, loopback channels 1 through 12.
 9. At the EMS GUI verify that the test pattern of alternate ones and zeros is still displayed. This indicates that all T1 cable transmit/receive pairs are capable of carrying traffic.
 10. Repeat steps 2 through 9 for each of the four remaining T1 connectors.
 11. The test is now complete.

____ DS-3 Loop-back Testing: Each DS3 card has three pair per SuperSlot.

To perform the DS-3 Loop-back testing with the switch fully provisioned, follow these steps.

1. At the Demarcation point on customer side, add jumpers between each transmit and receive pair.

Note: If the cable is fault free then all SuperSlot green status lights will be on. If the cables fail, the redundant card will take over.



To perform the DS-3 Loop-back testing if the system is not equipped with a database to support the configuration, a Sun test box can be used switch fully provisioned and the following steps.

1. Disconnect a pair at a time on each super slot and add a jumper from T to R.
2. At the Demarcation side connect the Sun box on each pair at the demarcation point.
3. Run a Bert Test. If it passes the Bert, repeat Step 1 and Step 2 for all connected pairs.

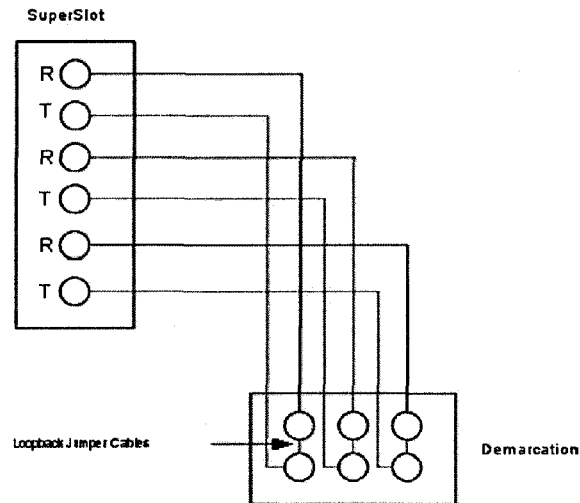


Exhibit 3 to the Statement of Work

GENBAND is a global leader of IP applications, switching and service solutions. The company offers the industry's most comprehensive, open, standards-based switching portfolio, with products deployed in over 600 customer networks and two-thirds of the world's marquee service provider networks spanning more than 80 countries. GENBAND is headquartered in Plano, Texas, has legal entities in nearly 50 countries and operates product, sales and service Centers of Excellence globally. To learn more, visit us on the web at www.GENBAND.com.

ATTACHMENT E-4



Proposal To
Red Rock
Red Rock - C3 with G9

Proposal No. OP-0043056

August 27, 2013



GENBAND™

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Quotation Summary

Quote Information

Quote Name	Red Rock - C3 with G9
Proposal Number	OP-0043056
Quote Number	38154-F
Expiration Date	08/31/2013

Item		Total Quoted Price
Arizona		\$657,908.82
Total Quoted Price		\$657,908.82



Quotation Details

Site

Arizona

Code	Description	Qty	Unit Price	Ext Price
----- C3 Signaling Controller -----				
Actual Totals				
	BHCA Required	26,880		
	Max Codec Channels Supported (VoIP, AMR etc)	1,344		
	Total TDM DS0's	672		
Hardware				
C3 Signaling Controller				
500-0578-161	C3 Dual SB CPU IA-RMS DC Power Server with 64GB of DDR3, and 1 4xRJ45 NIC, 2x900gb Hard Drives	2		
650-0058-161	C3 Gateway Controller - Documentation Release 11.0	1		
Cables				
	Cable and Miscellaneous	1		
Software				
C3 SW Licenses				
690-0044-101	GENBAND C3 VARIANT ANSI 7 (PER C3 PAIR, REQUIRES OWN C3 PAIR)	1		
690-0055-101	CALEA LAWFUL INTERCEPT (PER SWITCH CLUSTER)	1		
690-0057-101	GENBAND C3 VARIANT SIP/SIP-T/SIP-I (PER C3 PAIR)	1		
C3 Signaling Controller				
688-0060-101	C3 Base Software	1		
688-0070-101	GENBAND C3 SIGTRAN M3UA (Per ASP External Link)	2		
688-0073-101	GENVIEW EMS (Per System)	1		
688-0074-101	GENBAND C3 RELEASE 11	1		
Services				
923-0003-101	C3 PAIR INSTALLATION, SAME FRAME AS INITIAL C3 OR MG	1		
937-0049-01	C3 DATABASE ENGINEERING & CREATION	1		
	Freight	1		
C3 Signaling Controller Sub-Total				\$160,273.77

Item Code	Description	Qty	Unit Price	Ext Price
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----- **G9 Converged Media Gateway** -----

Actual Totals

DS-3 DS0's Supplied	2,016
Max Codec Channels Supported (VoIP, AMR etc)	8,172
Total TDM DS0's	2,016
Max # of VoIP G.711 20-30 ms Channels Supported	8,172

Hardware

Terminal Server

NTR68106	MOUNTING KIT, TERMINAL SERVER, CS 2000A FRAME	1
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Cabinet

N0041856	SCR, THREAD FORMING, TYPE TT, HEX WSHR HD, SLTD, 0.216-24 X 0.500, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200)	24
N0116745	FUSE ALARM 1A 60VDC/125VAC GREY INDICATOR	2
N0229552	C15/C20 FUSE PANEL LABEL	1

Application Server

760-0194-161	G9 Shelf 17 (Upper) Alarm Cable 78.5 inches	1
760-0257-161	Ethernet Cable Kit, G9 Shelf 01 (Lower)	1
760-0258-161	Ethernet Cable Kit, G9 Shelf 17 (Upper)	1

Frame and Power

N0116746	FUSE ALARM 3A 60VDC/125VAC BLUE INDICATOR	2
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G9 Active CI Ports

805-0032-241	CHANNELIZED INTERFACE SUPERSLOT ADAPTER (2 SLOTS) (G9)	1
805-0054-241	CI DS3B (SCSI) CHANNELIZED INTERFACE SUPERSLOT (G9)	1

G9 Active Common Cards

805-0109-142	SWITCH SERVICE AND TIMING STRATUM-3E 104K, SST-S3E	1
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G9 Active Data AI/EI Cards

805-0132-161	GIGABIT ETHERNET, GEI-2E, MULTI MODE FIBER	1
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Miscellaneous Cables SCSI DS-3

751-0071-103	CI-DS3, SCSI-2/SCSI-2/ (6) BNC, DS-3 DEMARC PNL 2, 6 FEET	1
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OAM&P

N0038288	SCR, THREAD FORMING, TYPE TT, TAPTITE, HEX WSHR HD, M6 X 1.00 X 16, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200), DIN 7500D	2
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Order Code	Description	Qty	Unit Price	Ext Price
N0038299	WSHR, LOCK, EXT TOOTH, 1/4, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200), ANSI B18.21.1	2		
SHIPLOOSE				
N0071660	WSHR, FLAT, ID: 0.219, OD: 0.475, THK: 0.028, STEEL, ZINC CLEAR CR(III) CHROMATE (NPS 00200)	4		
G9 Converged Media Gateway				
114-0197-161	Telect 80A Standard-Trip Circuit Breaker Kit Long Delay - Delay 52	2		
722-0007-161	Serial Cable Kit, G9 Frame, First G9 Shelf	1		
722-0008-161	Serial Cable Kit, G9 Frame, Second G9 Shelf	1		
722-0010-161	Power Cable Kit, G9 Frame, First G9 Shelf	1		
722-0011-161	Power Cable Kit, G9 Frame, Second G9 Shelf	1		
760-0193-161	G9 Shelf Alarm Cable, 78.5 inches	1		
760-0199-161	Chassis Ground Cable, G9 Shelf	1		
760-0203-161	Chassis Ground Cable, Fuse or Disconnect Panel	1		
805-0115-161	PACKET AND CONTROL 2, PAC-2 (G9)	1		
805-0118-161	VOICE SERVER-9 (G9)	1		
850-0176-161	Kit, Power Entry Support, G9 Frame	1		
850-0177-161	Kit, G9 Shelf Rear Cable Management Tray	1		
850-0183-161	Kit, G9 Shelf Rear DS1/DS3 Cable Manager	1		
NTVW01BZ	TELECT ROHS BIP 100AMP	1		
Redundant				
805-0032-241	CHANNELIZED INTERFACE SUPERSLOT ADAPTER (2 SLOTS) (G9)	1		
805-0054-241	CI DS3B (SCSI) CHANNELIZED INTERFACE SUPERSLOT (G9)	2		
805-0109-142	SWITCH SERVICE AND TIMING STRATUM-3E 104K, SST-S3E	1		
805-0115-161	PACKET AND CONTROL 2, PAC-2 (G9)	1		
805-0118-161	VOICE SERVER-9 (G9)	1		
805-0132-161	GIGABIT ETHERNET, GEI-2E, MULTI MODE FIBER	1		
Cables				
	Cable and Miscellaneous	1		
Miscellaneous				
500-0129-141	TERMINAL SERVER, 16 PORT, V.90 MODEM	1		
702-0013-161	FACEPLATE, BLANK, LARGE, SS (ROHS)	1		
712-0027-161	PANEL, DS3 DEMARCATION, 19 INCH	1		
760-0072-101	CABLE ASSY, MSF/BOX PORT MONITOR	1		
801-0028-141	ASSY, FACEPLATE, 12XPASS-THRU BNC, CI	1		
801-0042-161	ASSY, FACEPLATE, FRONT, SPARESLOT, SHALLOW	10		
801-0059-161	ASSY, FACEPLATE, REAR, SPARESLOT, WHT	8		



Configuration Order Code	Description	Qty	Unit Price	Ext Price
825-0057-242	ASSY, CHASSIS, 19IN, ENHANCE G9, GB CABINET VERSION	1		
GBGW09AA	GENBAND G9 PTE2000 Frame Assembly	1		
Software				
G9 SW Licenses				
690-0022-101	GATEWAY CORE SW (PER G9 VOIP CARD)	1		
690-0023-101	GATEWAY CORE SW (PER G9 TDM PORT)	2,016		
Services				
937-0046-01	MG Installation	1		
	Freight	1		
G9 Converged Media Gateway Sub-Total				\$432,742.53
----- Support -----				
Support				
GENBANDCare Support				
GBC-SER-ADVR-C3	GENBANDCare with Adv. Ship Repair for C3	12		
GBC-SER-ADVR-G9	GENBANDCare Adv Ship Repair Support G9	12		
Support Sub-Total				\$48,523.32
----- Training -----				
C3 Training				
C3 Training				
921-0306-101	C315 - C3 OAM. Leader Led. 2 Days	1		
921-0465-101	C335 - C3 Translations line-to-line, line-to-trunk, trunk-to-trunk. Leader Led. 5 Days	1		
G9 Training				
G9 Training				
921-2006-101	G915 - G9 OAM. Leader Led. 3 Days	1		
921-2009-101	G930 - G9 Configuration, Prov. & Complex Xlations. Leader Led. 5 Days	1		
Training Sub-Total				\$9,000.00
----- Professional Services -----				



Configuration				
Order Code	Description	Qty	Unit Price	Ext Price

Network Integration Services

N0184943	CVoIP - Custom Integration	1		
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Professional Services Sub-Total **\$7,369.20**

Total Quoted Price For Site (Arizona) \$657,908.82

Options				
Part Number	Description	Qty	Unit Price	Ext Price

Support

GBC-SER-360U-C3	GENBANDCare 360U for C3	1	\$2,400.00	\$2,400.00
GBC-SER-360U-G9	GENBANDCare 360U for G9	1	\$1,200.00	\$1,200.00



Proposal Terms and Conditions

1. Prior to the shipment of any products, GENBAND requires that 1) a Purchase Agreement be executed by the Customer, and 2) the configuration and delivery schedule be confirmed in a Purchase Order (P.O.) that has been received and accepted by GENBAND. Notwithstanding anything to the contrary in Customer's P.O., Customer's purchases of products or services described in this quotation shall in all respects be subject to and governed by the terms and conditions set forth in the Purchase Agreement between GENBAND and Customer. In the event of conflict between these terms and terms of an existing agreement between Buyer and GENBAND, the terms of such existing agreement shall supersede.
2. Customer purchase order must include the following: company letterhead, bill-to/ship-to address, PO number, order date, amount, product detail or GENBAND quote number, and authorized signature.

United States and Canada:
Fax: 877-370-3503
Email: Orders.NA@genband.com

Central America and Latin America (including the Caribbean):
Fax: 52-55-2789-5993
Email: Orders.Cala@genband.com

Europe/Middle East:
Fax: 44-800-471-5159
Email: Orders.EMEA@genband.com

Asia:
Fax: 852-3010-9207
Email: Orders.Asia@genband.com

3. Unused training seats expire 12 months from the date of the applicable purchase order.
4. Project lead times to shipment:
New systems: 6-8 weeks (forecasted), 12-16 weeks (un-forecasted)
Expansion hardware: 3-4 weeks (forecasted), 6-8 weeks (un-forecasted)

Project lead time is based on the start of the project Customer Input process (CI), not receipt of the Purchase Order. Specific product lead times can be provided by your Sales Manager or Project Manager; please let them know the desired install date.

Given the extent and range of services quoted, scheduling of Professional Services resources can only be made upon receipt of the Purchase Order.
5. Standard payment terms are 100% due net 30 from the ship date unless contract terms define other terms.
6. Unless specifically defined in the product details section of this proposal, Shipping, Sales Tax and/or Duties are not included in this proposal.
7. All International shipments are based on INCOTERMS 2000 Ex-Works, additional charge will apply such as freight, duties or importation taxes.

8. Unless specifically defined in the pricing section of this proposal, all prices are in \$USD.