

**AGREEMENT FOR UNIFIED COMMUNICATIONS PLATFORM AT DENVER
INTERNATIONAL AIRPORT**

BETWEEN

CITY AND COUNTY OF DENVER

AND

ALLSTREAM BUSINESS US, INC.

AGREEMENT

THIS AGREEMENT FOR Unified Communications Platform (Contract Number PLANE-201523312-00) (“Agreement”), made and entered into as of the date set forth on the signature page below (the “Effective Date”) by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (“City”), Party of the First Part, and **ALLSTREAM BUSINESS US, INC.**, a Corporation organized under the laws of Oregon and authorized to do business in Colorado (“Contractor”), Party of the Second Part;

WITNESSETH:

WHEREAS, the City owns and operates Denver International Airport (“DEN” or the “Airport”), and desires to purchase hardware, software, software upgrades, support, maintenance and related equipment for a Unified Communications Platform (“UCP”), and will require professional services for the same, and such other work as may be requested by the City, at Denver International Airport; and

WHEREAS, the Contractor is qualified and ready, willing and able to provide the requested hardware, software and professional services to the City, in accordance with the terms of this Agreement;

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. LINE OF AUTHORITY:

The City's Chief Executive Officer of the Department of Aviation, her designee or successor in function (the "CEO of Aviation" or the "CEO") authorizes all work performed under this Agreement. The CEO hereby delegates his authority over the work described herein to the Airport's Senior Vice President of Technologies (the "SVP") as the CEO's authorized representative for the purpose of administering, coordinating and approving work performed by the Contractor under this Agreement. The SVP's authorized representative for day-to-day administration of the Contractor's services under this Agreement is the Project Manager. The Contractor shall submit its reports, memoranda, correspondence and submittals to the Project Manager. The CEO and the SVP may rescind or amend any such designation of representatives or delegation of authority and the SVP may from time to time designate a different individual to act as Project Manager, upon notice to the Contractor.

2. SCOPE OF WORK:

A. The Contractor, under the general direction of, and in coordination with the CEO, or other designated supervisory personnel as set forth herein, shall diligently perform any and all authorized services provided under this Agreement. The Contractor shall provide the goods and services provided in the attached **Exhibit A, “Scope of Work”**; **Exhibit B, “Services – Managed UC Overview”**; **Exhibit C1 “Master Services Agreement”**; and **Exhibit C2, “Virtual Private**

LAN Service (VPLS) Exhibit". Exhibit A shall include Attachments A1 through A8, inclusive, which are incorporated into and made part of **Exhibit A**.

B. Additional Services: The Contractor may also perform services, hereinafter referred to as "Additional Services," which relate to the subject matter of this Agreement, but which the SVP determines to be not described in the Scope of Work or in excess of the requirements of the Scope of Work. Change orders and/or additional Statements of Work (SOWs) will be provided as needed to document work beyond that identified in **Exhibit A**. The Contractor shall be compensated for such Additional Services only if the services and the amount of fees and reimbursable expenses for the services have been authorized in writing in advance by the SVP. The total amount of fees and reimbursable expense costs for Additional Services shall not cause this Agreement to exceed the Maximum Contract Liability set forth herein, and in no event shall the approval of Additional Services and the cost of performing them be deemed to constitute an agreement by the City to an increase in the Maximum Contract Liability.

C. The Contractor shall faithfully perform the work required under this Agreement in accordance with standards of care, skill, training, diligence and judgment provided by highly competent service providers who perform work of a similar nature to the work described in this Agreement.

3. **TERM:**

The Term of this Agreement shall commence on the Effective Date, and shall terminate FIVE (5) YEARS thereafter, unless sooner terminated. The term of this Agreement may be extended for one additional period of TWO (2) years, by written amendment to this Agreement. Notwithstanding any other extension of term under this paragraph 3 the term of this Agreement may be extended by the mutual agreement of the parties, confirmed by written notice from the City to the Contractor, to allow the completion of any work which has been commenced prior to the date upon which this Agreement otherwise would terminate. However, no extension of the Term shall increase the Maximum Contract Liability stated herein; such amount may be changed only by a duly executed written amendment to this Agreement.

4. **COMPENSATION AND PAYMENT:**

A. Fee: The City agrees to pay to the Contractor, and the Contractor agrees to accept as its sole compensation for services rendered and costs incurred under this Agreement, the rates set forth in the attached **Exhibits A and B**, and as may be further described herein.

B. Reimbursement Expenses: There are no reimbursable expenses allowed under this Agreement, unless approved in writing, in advance, by the SVP.

C. Invoicing: Contractor shall provide the City with a monthly invoice in a format and with a level of detail acceptable to the City. The City shall pay any undisputed amounts in accordance with its obligations under the City's Prompt Payment Ordinance.

D. Maximum Contract Liability:

(i) Any other provision of this Agreement notwithstanding, in no event shall the City be liable to pay for services rendered and expenses incurred by the Contractor under the terms of this Agreement for any amount in excess of Nine Million Three Hundred Twenty-Seven Thousand Eight Hundred Sixty-Eight Dollars and Three Cents (\$9,327,868.03) (the “Maximum Contract Liability”), allocated as follows:

a. That portion of the Maximum Contract Liability allocated to Implementation and for Managed Services for the first calendar year of the Agreement, as more fully described in Exhibit A, as well as any “Additional Services” as described at paragraph 2B., above, during the first calendar year of the Agreement shall not exceed Three Million Three Hundred Thirty-One Thousand Seven Hundred Seventy Dollars and Three Cents (\$3,331,770.03), hereinafter referred to as the “Implementation Maximum Contract Liability”.

b. That portion of the Maximum Contract Liability allocated to Managed Services for calendar years 2 through 5 of the Agreement, as more fully described in Exhibit A, as well as any “Additional Services” as described at paragraph 2B., above, during calendar years 2 through 5 of the Agreement, shall not exceed Five Million Nine Hundred Ninety-Six Thousand Ninety Eight Dollars and Zero Cents (\$5,996,098.00), hereinafter referred to as the “Managed Services Maximum Contract Liability”.

5. TAXES AND COSTS:

A. The Contractor, at its own expense, shall promptly pay, when due, all taxes, bills, debts and obligations it incurs performing work under this Agreement and shall allow no lien, mortgage, judgment or execution to be filed against land, facilities or improvements owned by the City.

B. The City shall provide to Contractor, at no cost, all necessary clearances and permits necessary to install and/or deliver the products and/or services under Agreement. Where such clearances, permits, leases, or fees of a similar nature are required to be obtained and paid for directly by Contractor, the City shall reimburse Contractor the actual cost of such items.

C. The City affirms that it is a tax-exempt entity under the Laws of the State of Colorado and this purchase qualifies for the Denver and Colorado sales tax exemption for sales to the United States government, the State of Colorado, its departments and institutions, and its political subdivisions (county and local governmental, school districts and special districts); is a government purchase used only in an official governmental capacity; and will be paid directly by a government agency. Taking into account the City’s status, Contractor confirms that all Charges are inclusive of all taxes, levies, duties and assessments (“Taxes”) of every nature in effect as of the Effective Date and due in connection with its performance of its obligations under this Agreement. Contractor is responsible for payment of such Taxes to the appropriate governmental authority.

6. STATUS OF CONTRACTOR:

It is agreed and understood by and between the parties hereto that the status of the Contractor shall be that of an independent contractor retained on a contractual basis to perform professional or technical services for limited periods of time as described in Section 9.1.1(E)(x) of the Charter of the City and County of Denver, and it is not intended, nor shall it be construed, that the Contractor or its personnel are employees or officers of the City under Chapter 18 of the Revised Municipal Code for any purpose whatsoever.

7. NO AUTHORITY TO BIND CITY TO CONTRACTS:

The Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City as required by Charter and Ordinance.

8. PERSONNEL ASSIGNMENTS:

A. The Contractor shall assign a Project Manager to this Project that has experience and knowledge satisfactory to the City. The Project Manager shall be the contact person in dealing with the City's Project Manager on matters concerning this Project and shall have the authority to act for the Contractor's organization. Contractor's designated Project Manager shall remain assigned on this contract during the entire contract term, while in the employ of the Contractor, or, until such time that his performance is deemed unsatisfactory by the City and a formal written request is submitted which requests the removal of the Contractor's Project Manager.

B. The Contractor may submit and the City will consider a request for reassignment of a Project Manager, should the Contractor deem it to be in the best interest of the City, the best interest of the Contractor's organization or in the best interest of the Contractor's Project Manager.

C. If the City allows the removal of a Project Manager, the replacement Project Manager must have, at least, similar or equal experience and qualifications to that of the original Project Manager. The replacement Project Manager's assignment is subject to the approval of the SVP.

D. All key professional personnel identified by the Contractor will be assigned by the Contractor or subcontractors to perform work under the Work. The SVP must approve additional personnel in writing. It is the intent of the parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by the Work, and that the Contractor's and the sub-Contractor's key professional personnel be retained for the life of this Agreement to the extent practicable and to the extent that such services maximize the quality of work performed hereunder.

E. If the Contractor decides to replace any of its key professional personnel, it shall notify the SVP in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by the SVP, which approval shall not be unreasonably

withheld. The SVP shall respond to the Contractor's written notice regarding replacement of key professional personnel within fifteen days after the SVP receives the list of key professional personnel, which the Contractor desires to replace. If the SVP or his designated representative does not respond within that time, the listed personnel shall be deemed to be approved.

F. If, during the term of this Agreement, the SVP determines that the performance of approved key personnel is not acceptable, he shall notify the Contractor, and he may give the Contractor notice of the period of time, which the SVP considers reasonable to correct such performance. If the SVP notifies the Contractor that certain of its key personnel should be reassigned, the Contractor will use its best efforts to obtain adequate substitute personnel within ten days from the date of the SVP's notice.

9. SUBCONTRACTORS:

A. Although the Contractor may retain, hire and contract with outside subcontractors, no final agreement or contract with any such subcontractor shall be entered into without the prior written consent of the SVP or his authorized representative. Requests for such approval must be made in writing and include a description of the nature and extent of the services to be provided, the name, address and professional experience of the proposed subcontractor, and any other information requested by the SVP. Any final agreement or contract with an approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make any claim of payment against the City or to file or claim any lien or encumbrance against any City property arising out of the performance or non-performance of the contract.

B. Because the Contractor's represented professional qualifications are a consideration to the City in entering into this Agreement, the SVP shall have the right to reject any proposed outside subcontractor deemed by him, in his sole discretion, to be unqualified or unsuitable for any reason to perform the proposed services, and the SVP shall have the right to limit the number of outside subcontractors, or to limit the percentage of Work to be performed by them, all in his sole and absolute discretion.

C. The Contractor shall not retain any subcontractor to perform work under this Agreement if the Contractor is aware, after a reasonable written inquiry has been made, that the subcontractor is connected with the sale or promotion of equipment or material which is or may be used on work related to or following on from this Agreement, or that any other conflict of interest exists.

10. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT:

A. The Agreement is subject to Article 17.5 of Title 8, Colorado Revised Statutes, and Den. Rev. Mun. Code 20-90 and the Contractor is liable for any violations as provided in said statute and ordinance.

B. The Contractor certifies that:

(1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.

(2) It will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

C. The Contractor also agrees and represents that:

(1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(2) It shall not enter into a contract with a subcontractor or subconsultant that fails to certify to the Contractor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

(3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in the E-Verify Program.

(4) It is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement, and it has complied with all federal requirements regarding the use of the E-Verify program, including, by way of example, requirements related to employee notification and preservation of employee rights.

(5) If it obtains actual knowledge that a subcontractor or subconsultant performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such subcontractor and the City within three days. The Contractor will also then terminate such subcontractor or subconsultant if within three days after such notice the subcontractor or subconsultant does not stop employing or contracting with the illegal alien, unless during such three day period the subcontractor or subconsultant provides information to establish that the subcontractor or subconsultant has not knowingly employed or contracted with an illegal alien.

(6) It will comply with any reasonable request made in the course of an investigation by the Colorado Department of Labor and Employment under authority of § 8-17.5-102(5), C.R.S. or the City Auditor under authority of Den. Rev. Mun. Code 20-90.3.

11. NO DISCRIMINATION IN EMPLOYMENT:

In connection with the performance of work under this Agreement, the Contractor agrees not to fail or refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation, terms, conditions or privileges of employment against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

12. DSBO GOALS:

The Contractor may be subject to the City's ordinance, DRMC Chapter 28, Article III (MBE/WBE Ordinance) which prohibits discrimination in the awarding of contracts and subcontracts and directs the DSBO Director to establish goals for MBE and WBE participation in the preconstruction and construction of City-owned facilities. The goal for this Agreement is: **ZERO PERCENT (0%)**. If it is determined that project goals apply, such project goals must be met with certified MBE and WBE participants or by demonstrating good faith efforts under the MBE/WBE Ordinance. The Contractor must comply with the terms and conditions of the MBE/WBE Ordinance in soliciting and contracting with its subcontractors in administering the performance of the work hereunder. It shall be an ongoing, affirmative obligation of the Contractor to maintain, at a minimum, compliance with the originally achieved level of MBE/WBE participation upon which this Agreement was awarded, for the duration of this Agreement, unless the City initiates a material alteration to the scope of work.

13. PREVAILING WAGES:

Employees of the Contractor or its subcontractors may be subject to the payment of prevailing wages pursuant to D.R.M.C. 20-76, depending upon the nature of the Work. By executing this Agreement, the Contractor covenants that it is familiar with this Code Section and is prepared to pay or cause to be paid prevailing wages, if any, applicable to the work conducted by the Contractor's or its subcontractor's employees. The schedule of prevailing wage is periodically updated and Contractor is responsible for payment of then current prevailing wage. The Contractor may obtain a current schedule of prevailing wage rates at any time from the City Auditor's Office.

14. PROMPT PAY:

The Contractor is subject to D.R.M.C. Section 20-112 wherein the Contractor is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after receipt of any payment from City. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Section 20-107 through 20-118).

15. CITY REVIEW OF PROCEDURES:

The Contractor agrees that, upon request of the SVP, at any time during the term of the Agreement or three years thereafter, it will make full disclosure to the City of the means, methods, and procedures used in performance of services hereunder.

16. COORDINATION OF SERVICES:

The Contractor agrees to perform its work under this Agreement in accordance with the operational requirements of DEN, and all work and movement of personnel or equipment on areas included within the DEN site shall be subject to the regulations and restrictions established by the City or its authorized agents.

17. INSURANCE:

A. The Contractor shall obtain and keep in force during the entire term of this Agreement, including any warranty periods, all of the minimum insurance coverage forms and amounts set forth in **Exhibit D**, which is incorporated into this Agreement by this reference. The Contractor shall submit to the City fully completed and executed certificates of insurance (ACORD form or equivalent approved by the City) which specifies the issuing company or companies, policy numbers and policy periods for each required form of coverage. The certificates for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf, and must be submitted to the City at the time the Contractor signs this Agreement.

B. All certificates and any required endorsements must be received and approved by the City before any work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project, including any warranty periods. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All subcontractors' work shall also be subject to the minimum requirements identified in **Exhibit D**. All subcontractors' certificates and endorsements must be received and approved by the Contractor before work commences. The City reserves the right to request copies of these certificates at any time.

C. All certificates required by this Agreement shall be sent directly to Denver International Airport, Risk Management, Airport Office Building, Room 8810, 8500 Pena Boulevard, Denver, Colorado 80249. The City Project/Agreement number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

D. The City's acceptance of any submitted insurance certificate is subject to the approval of the City's Risk Management Administrator. All coverage requirements specified in the certificate shall be enforced unless waived or otherwise modified in writing by the City's Risk Management Administrator.

E. The Contractor shall comply with all conditions and requirements set forth in the insurance certificate for each required form of coverage during all periods in which coverage is in effect.

F. The insurance coverage forms specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor under the terms of this Agreement, including the Indemnification provisions herein. The Contractor shall maintain, at its own expense, any additional kinds and amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

18. DEFENSE AND INDEMNIFICATION:

A. Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement (“Claims”), unless such Claims have been specifically determined by the trier of fact to be the sole negligence or willful misconduct of the City. This indemnity shall be interpreted in the broadest possible manner to indemnify City for any acts or omissions of Contractor or its subcontractors either passive or active, irrespective of fault, including City’s concurrent negligence whether active or passive, except for the sole negligence or willful misconduct of City.

B. Contractor’s duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor’s duty to defend and indemnify City shall arise even if City is the only party sued by claimant and/or claimant alleges that City’s negligence or willful misconduct was the sole cause of claimant’s damages.

C. Contractor will defend any and all Claims which may be brought or threatened against City and will pay on behalf of City any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of City shall be in addition to any other legal remedies available to City and shall not be considered City’s exclusive remedy.

D. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City’s protection.

E. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

19. COLORADO GOVERNMENTAL IMMUNITY ACT:

The parties hereto understand and agree that the City and County of Denver, its officers, officials and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the City and County of Denver, its officers, officials and employees.

20. INTELLECTUAL PROPERTY INDEMNIFICATION AND LIMITATION OF LIABILITY:

Contractor shall (i) defend City against any third party claim that the Work, or materials provided by Contractor to City infringe a patent, copyright or other intellectual property right, and

(ii) pay the resulting costs and damages finally awarded against City by a court of competent jurisdiction or the amounts stated in a written settlement signed by Contractor. The foregoing obligations are subject to the following: the City (a) notifies the Contractor promptly in writing of such claim, (b) grants the Contractor sole control over the defense and settlement thereof subject to the final approval of the City Attorney, and (c) reasonably cooperates in response to request for assistance. Should such a claim be made, or in the Contractor's opinion be likely to be made, the Contractor may, at its option and expense, (1) procure for the City the right to make continued use thereof, or (2) replace or modify such so that it becomes non-infringing. If the preceding two options are commercially unreasonable, then Contractor shall refund the portion of any fee for the affected Work. The Contractor shall have no indemnification obligation to the extent that the infringement arises out of or relates to: (a) the use or combination of the subject Work and/or materials with third party products or services, (b) use for a purpose or in a manner for which the subject Work and/or materials were not designed in accordance with Contractor's standard documentation; (c) any modification to the subject Work and/or materials made by anyone other than the Contractor or its authorized representatives, if the infringement claim could have been avoided by using the unaltered version of the Work and/or materials, (d) any modifications to the subject Work and/or materials made by the Contractor pursuant to the City's specific instructions, or (e) any technology owned or licensed by the indemnitee from third parties. THIS SECTION STATES THE INDEMNITEE'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNITOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

21. INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP OF HARDWARE AND SOFTWARE:

A. Ownership: The City and Contractor intend that all property rights to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, music, sketches, plans, drawings, prints, photographs, specifications, software, data, products, ideas, inventions, and any other work or recorded information created by the Contractor and paid for by the City pursuant to this Agreement, in preliminary or final forms and on any media (collectively, "Materials"), shall belong to the City. The Contractor shall disclose all such items to the City. To the extent permitted by the U.S. Copyright Act, 17 USC § 101, et seq., the Materials are a "work made for hire" and all ownership of copyright in the Materials shall vest in the City at the time the Materials are created. To the extent that the Materials are not a "work made for hire," the Contractor hereby sells, assigns and transfers all right, title and interest in and to the Materials to the City, including the right to secure copyright, patent, trademark, and other intellectual property rights throughout the world and to have and to hold such copyright, patent, trademark and other intellectual property rights in perpetuity. Upon the City's written concurrence that the hardware and software are satisfactorily installed and payment to the Contractor by City under the terms of this Agreement, title to the hardware shall automatically pass to the City.

B. License Grant: Subject to the terms and conditions of this Agreement, Contractor grants City the licenses set forth in the exhibits hereto.

C. Reservation of Rights: Contractor reserves all rights not expressly granted to City in this Agreement. Except as expressly stated, nothing herein shall be construed to: (1) directly

or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Work or materials provided hereunder. Notwithstanding anything to the contrary herein, City acknowledges that Contractor has the right to use any City provided materials solely for the benefit of City in connection with the Work performed hereunder for City.

22. OWNERSHIP OF WORK PRODUCT:

Except as otherwise set forth at paragraph 21, above, all plans, drawings, reports, other submittals, and other documents submitted to the City or its authorized agents by the Contractor shall become and are the property of the City, and the City may, without restriction, make use of such documents and underlying concepts as it sees fit. The Contractor shall not be liable for any damage which may result from the City's use of such documents for purposes other than those described in this Agreement.

23. COMPLIANCE WITH PATENT, TRADEMARK, COPYRIGHT AND SOFTWARE LICENSING LAWS:

A. The Contractor agrees that all work performed under this Agreement shall comply with all applicable patent, trademark, copyright and software licensing laws, rules, regulations and codes of the United States. The Contractor will not utilize any protected patent, trademark or copyright in performance of its work unless it has obtained proper permission and all releases and other necessary documents. If the Contractor prepares any design documents which specify any material, equipment, process or procedure which is protected, the Contractor shall disclose such patents, trademarks and copyrights in the construction drawings or specifications.

B. The Contractor further agrees to release, indemnify and save harmless the City, its officers, agents and employees, pursuant to Paragraph 18, "Defense and Indemnification," and Paragraph 20, "Intellectual Property Indemnification and Limitation of Liability," from any and all claims, damages, suits, costs, expenses, liabilities, actions or proceedings of any kind or nature whatsoever, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of work under this Agreement which violates or infringes upon any patent, trademark, copyright or software license protected by law, except in cases where the Contractor's personnel are working under the direction of City personnel and do not have direct knowledge or control of information regarding patents, trademarks, copyrights and software licensing.

24. SOFTWARE SOURCE CODE ESCROW:

If required by **Exhibit A, B or C** Contractor and City will execute a Software Source Code Escrow agreement for the software more fully described in **Exhibit A, B or C**. Such agreement shall be supplementary to this Agreement and to any software license agreement between City and Contractor, pursuant to 11 United States Bankruptcy Code, Section 365(n) (11 U.S.C. §365(n)).

25. DAMAGES LIMITATIONS:

The Contractor's total liability for damages resulting from any claims arising under this agreement shall be limited as follows:

A. For any claims which arise from or relate to Implementation, Managed Services, or Additional Services as described at paragraph 2B., above, for which the Maximum Contract Liability has been allocated as set forth in 4.D.(i) a., above, Contractor's liability will not exceed damages up to three times (3x) the Implementation Maximum Contract Liability, as defined in section 4. D. (i) a. above.

B. For any claims which arise from or relate to Managed Services, as well as any "Additional Services" as described at paragraph 2B, above, for which the Maximum Contract Liability has been allocated as set forth in 4.D.(i) b., above, Contractor's liability will not exceed damages up to three times (3x) the Managed Services Maximum Contract Liability, as defined in section 4. D. (i) b. above.

C. Any damages arising from the following are not subject to a cap on the amount of damages:

(i) Contractor's indemnification obligations set forth in paragraph 18, "Defense and Indemnification".

(ii) Payments referred to in section 20. "Intellectual Property Indemnification and Limitation of Liability".

(iii) Damages for bodily injury (including death) and damage to real property and tangible personal property for which Contractor is legally liable.

26. ADVERTISING AND PUBLIC DISCLOSURES:

The Contractor shall not include any reference to this Agreement or to work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the CEO. Any oral presentation or written materials related to DEN shall include only presentation materials, work product, and technical data which have been accepted by the City, and designs and renderings, if any, which have been accepted by the City. The CEO shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the Contractor's use of this contract and its component parts in GSA form 254 or 255 presentations, or the transmittal of any information to officials of the City, including without limitation, the Mayor, the CEO, any member or members of City Council, and the Auditor.

27. COLORADO OPEN RECORDS ACT:

The Contractor acknowledges that the City is subject to the provisions of the Colorado Open Records Act, Colorado Revised Statutes §24-72-201 et seq., and the Contractor agrees that it will fully cooperate with the City in the event of a request or lawsuit arising under such act for the disclosure of any materials or information which the Contractor asserts is confidential and exempt from disclosure. Any other provision of this Agreement notwithstanding, including exhibits, attachments and other documents incorporated into this Agreement by reference, all materials, records and information provided by the Contractor to the City shall be considered confidential by the City only to the extent provided in the Open Records Act, and the Contractor agrees that any disclosure of information by the City consistent with the provisions of the Open Records Act shall result in no liability of the City.

28. DATA CONFIDENTIALITY:

A. For the purpose of this Agreement, confidential information means any confidential or proprietary information, including information not generally known to the public, and the terms of this Agreement.

B. The disclosing Party agrees to make known to the receiving Party, and the receiving Party agrees to receive Confidential Information solely for the purposes of this Agreement. All Confidential Information delivered pursuant to this Agreement:

(i) shall not be distributed, disclosed, or disseminated in any way or form by the receiving Party to anyone except its own employees, corporate partners, affiliates and alliance partners who have a need to know said Confidential Information;

(ii) shall be treated by the receiving Party with the same degree of care to avoid disclosure to any third Party as is used with respect to the receiving Party's own information of like importance which is to be kept confidential.

C. These obligations shall not apply, however, to any information which:

(i) is already in the public domain or becomes available to the public through no breach of this Agreement by the receiving Party; or

(ii) was in the receiving Party's possession prior to receipt from the disclosing Party; or

(iii) is received by the receiving Party independently from a third Party free to disclose such information; or

(iv) is subsequently independently developed by the receiving Party as proven by its written records; or

(v) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow the disclosing Party to seek protective or other court orders.

D. Upon the request from the disclosing Party, the receiving Party shall return to the disclosing Party all Confidential Information, or if directed by the disclosing Party, shall destroy such Confidential Information.

29. EXAMINATION OF RECORDS:

A. The Contractor agrees that the City's duly authorized representatives, including but not limited to the City's Auditor, shall, no more than one (1) time per calendar year until the expiration of three (3) years after the final payment under this Agreement, upon thirty (30) days' prior written notice, have access to and the right to examine, at Contractor's headquarters during normal business hours, any directly pertinent books, documents, papers and records of the Contractor involving this Agreement.

B. In connection with any services performed hereunder on items of work toward which federal funds may be received under the Airport and Airway Development Act of 1970, as amended, the City, the Federal Aviation Administration, the Comptroller General of the United States, and any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to a specific grant program for the purpose of making audit, examination, excerpts and transcriptions. The Contractor further agrees that such records will contain information concerning the personnel, hours and specific tasks performed, along with the applicable federal project number.

30. INFORMATION FURNISHED BY CITY:

The City will furnish to the Contractor available information concerning DEN and any such other matters that may be necessary or useful in connection with the work to be performed by the Contractor under this Contract. The Contractor shall be responsible for the verification of the information provided to the Contractor.

31. TERMINATION:

A. The City has the right to terminate this Agreement without cause on thirty (30) days written notice to the Contractor, and with cause on ten (10) days written notice to the Contractor. However, nothing herein shall be construed as giving the Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the CEO.

B. If the Contractor is discharged before all the services contemplated hereunder have been completed, or if the Contractor's services are for any reason terminated, stopped or discontinued because of the inability of the Contractor to provide service under this Agreement, the Contractor shall be paid only for those services satisfactorily performed prior to the time of termination.

C. If this Agreement is terminated, the City shall take possession of all materials, equipment, tools and facilities owned by the City which the Contractor is using by whatever method it deems expedient, and the Contractor shall deliver to the City all drafts or other documents it has completed or partially completed under this Agreement, together with all other items, materials and documents which have been paid for by the City, and these documents and materials shall be the property of the City.

D. Upon termination of this Agreement by the City, the Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except as follows: if the termination is for the convenience of the City the Contractor shall be entitled to reimbursement for the reasonable cost of the Work to the date of termination, including multiplier, and reasonable costs of orderly termination, provided request for such reimbursement is made no later than six (6) months from the effective date of termination. The Contractor shall not be entitled to loss of anticipated profits or any other consequential damages as a result of any such termination for convenience, and in no event shall the total sums paid exceed the Contract Amount.

32. RIGHTS AND REMEDIES NOT WAIVED:

In no event shall any payment by the City hereunder constitute or be construed to be a waiver by the City of any breach of covenant or default which may then exist on the part of the Contractor, and the making of any such payment when any such breach or default shall exist shall not impair or prejudice any right or remedy available to the City with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of this Agreement shall be deemed or taken to be a waiver of any other breach.

33. SURVIVAL OF CERTAIN CONTRACT PROVISIONS:

The parties understand and agree that all terms and conditions of this Agreement, including any warranty provision, which by reasonable implication contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein.

34. NOTICES:

Notwithstanding any other provision of this Agreement, notices concerning termination of this Agreement, notices of alleged or actual violations of the terms of this Agreement, and other notices of similar importance shall be made as follows:

by Contractor to: CEO of Aviation
Denver International Airport
8500 Peña Boulevard, 9th Floor
Denver, Colorado 80249-6340

And by City to: Allstream
18110 SE 34th Street
Vancouver, WA 98683
Attention: Department of Law & Policy

Said notices shall be delivered personally during normal business hours to the appropriate office above or by prepaid U.S. certified mail, return receipt requested. Mailed notices shall be deemed effective upon deposit with the U.S. Postal Service. Either party may from time to time designate substitute addresses or persons where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification thereof.

35. NO THIRD PARTY BENEFICIARIES:

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the City and the Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of the City and the Contractor that any person other than the City or the Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

36. ASSIGNMENT:

The Contractor shall not assign, pledge or transfer its duties and rights under this Agreement, in whole or in part, without first obtaining the written consent of the CEO, which shall not be unreasonably withheld, delayed, or conditioned; provided, however, that each Party shall have the right, without the other Party's consent, but with prior written notice to the other Party, to assign or otherwise transfer this Agreement in whole or in part to any affiliate of such Party, or to any entity which purchases all or substantially all of the assets of such Party; provided that the assigning Party shall not be released from its obligations hereunder arising prior to such assignment unless same are expressly assumed in writing by the assignee. Any assignee or transferee shall be subject to all of the provisions of this Agreement applicable to its respective assignor as of and after such assignment or transfer. For clarity, a change of control of a Party will not be a violation of this Article 36. **In the event that Contractor assigns or otherwise transfers its rights or obligations to any entity that is debarred from participation in any contract of the United States Government or the City and County of Denver, such assignment or transfer shall, at the option of the CEO, automatically terminate this Agreement and all rights of the Contractor hereunder.** Any attempt by the Contractor to assign or transfer its rights hereunder without such prior written consent shall, at the option of the CEO, automatically terminate this Agreement and all rights of the Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of the CEO.

37. CONFLICT OF INTEREST:

The Contractor agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees will not engage in any transaction, activity or conduct which would result in a conflict of interest. The Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions or work of the Contractor by placing the Contractor's own interests, or the interest of any party with whom the Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement if such a conflict exists, after it has given the Contractor written notice which describes such conflict. The Contractor shall have thirty days after the notice is received in which to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

38. GOVERNING LAW; BOND ORDINANCES; VENUE; DISPUTES:

A. This Agreement is made under and shall be governed by the laws of Colorado. Each and every term, provision or condition herein is subject to the provisions of Colorado law, the Charter of the City and County of Denver, and the ordinances and regulations enacted pursuant thereto. Venue for any action arising hereunder shall be in the City and County of Denver, Colorado.

B. This Agreement is in all respects subject and subordinate to any and all City bond ordinances applicable to the Denver Municipal Airport System and to any other bond ordinances which amend, supplement, or replace such bond ordinances.

C. All disputes between the City and Contractor regarding this Agreement shall be resolved by administrative hearing pursuant to the procedure established by D.R.M.C. § 5-17.

39. COMPLIANCE WITH ALL LAWS AND REGULATIONS:

All of the work performed under this Agreement by the Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Colorado, the charter, ordinances and rules and regulations of the City and County of Denver, and all Denver International Airport Rules and Regulations.

40. FEDERAL PROVISIONS:

This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System, including DEN. The provisions of the attached Appendix: Required Federal Contract Provisions are incorporated herein by reference.

41. AIRPORT SECURITY / SENSITIVE SECURITY INFORMATION:

A. It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

B. The Contractor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

D. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

E. Contractor acknowledges that, in the course of performing its work under this Agreement, Contractor may be given access to Sensitive Security Information ("SSI"), as that material is described in federal regulations, 49 C.F.R. part 1520. Contractor specifically agrees to comply with all requirements of the applicable federal regulations and DEN Standard Policy and Procedure 6003. Contractor understands any questions it may have regarding its obligations with respect to SSI must be referred to the SVP or the SVP's designated representative

42. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:

The Contractor and Contractor's agents shall cooperate and comply with the provisions of the City and County of Denver Executive Order No. 94 and Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City's barring the Contractor and Contractor's agents from City facilities or participating in City operations.

43. CITY SMOKING POLICY:

Contractor acknowledges that smoking is not permitted in Airport buildings and facilities except for designated Airport Smoking Concessions, and so agrees that it will prohibit smoking by its employees and the public in indoor areas and within 15 feet of entryways of the Airport Premises, except as may otherwise be permitted by the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209. Contractor and its officers, agents, and employees shall cooperate and comply with the provisions of the Denver Revised Municipal Code, §§ 24-301 to 317 et. seq., the Colorado Clean Indoor Air Act, C.R.S. §§ 25-14-201 to 209, City's Executive Order No. 99 dated December 1, 1993, and Executive Order No. 13 dated July 31, 2002.

44. PARAGRAPH HEADINGS:

The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

45. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:

This Agreement consists of Sections 1 through 52 which precede the signature page, and the following attachments which are incorporated herein and made a part hereof by reference (the "Contract Documents"):

Appendix: Required Federal Contract Provisions
Sections 1 through 51 hereof
Exhibit A – Implementation Scope of Work
Attachment A1 - Glossary
Attachment A2 - Requirements and Specifications
Attachment A3 - Solution Diagram
Attachment A4 - Bill of Materials / Pricing
Attachment A5- Mitel Training Maps
Attachment A6 - Active Directory Requirements
Attachment A7 - Mitel Mass Notification (MMN)
Attachment A8- Project Management Checklist
Exhibit B - Managed Service Scope of Work
Exhibit C1 – Allstream Master Service Agreement
Exhibit C2 – Virtual Private LAN Service ("VPLS") Exhibit
Exhibit D – Certificate of Insurance

In the event of an irreconcilable conflict between a provision of Sections 1 through 52 and any of the listed attachments or between provisions of any attachments, such that it is impossible to give effect to both, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Appendix: Required Federal Contract Provisions
Sections 1 through 52 hereof
Exhibit A – Implementation Scope of Work
Attachment A1 - Glossary
Attachment A2 - Requirements and Specifications
Attachment A3 - Solution Diagram
Attachment A4 - Bill of Materials / Pricing
Attachment A5- Mitel Training Maps
Attachment A6 - Active Directory Requirements
Attachment A7 - Mitel Mass Notification (MMN)
Attachment A8- Project Management Checklist
Exhibit B - Managed Service Scope of Work
Exhibit C1 – Allstream Master Service Agreement
Exhibit C2 – Virtual Private LAN Service (“VPLS”) Exhibit
Exhibit D – Certificate of Insurance

46. AGREEMENT AS COMPLETE INTEGRATION; AMENDMENTS:

This Agreement is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendatory or other agreement properly executed by the parties. This Agreement and any amendments shall be binding upon the parties, their successors and assigns.

47. INUREMENT:

The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

48. FORCE MAJEURE:

Neither party shall be liable for any failure to perform any of its obligations hereunder due to or caused by, in whole or in part, fire, strikes, lockouts, unusual delay by common carriers, unavoidable casualties, war, riots, acts of terrorism, acts of civil or military authority, acts of God, judicial action, or any other causes beyond the control of the parties. Both parties shall have the duty to take reasonable actions to mitigate or prevent further delays or losses resulting from such causes.

49. SEVERABILITY; ENTIRE AGREEMENT:

If any part, portion or provision of this Agreement shall be found or declared null, void, or unenforceable for any reason whatsoever by any court of competent jurisdiction or any governmental agency having applicable authority, only such part, portion, or provision shall be affected thereby and all other parts, portions and provisions of this Agreement shall remain in full force and effect. The Contract Documents form the entire agreement between the parties and are fully binding on the parties. No oral representations or other agreements have been made except as specifically stated in the Contract Documents.

50. COUNTERPARTS OF THIS AGREEMENT:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

51. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:

Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

52. CITY EXECUTION OF AGREEMENT:

This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been approved by City Council, if so required by law, and fully executed by all signatories of the City and County of Denver.

[SIGNATURE PAGE FOLLOWS]

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

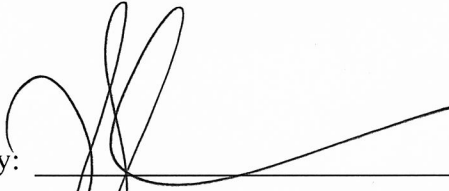
By _____

By _____



Contract Control Number: PLANE-201523312-00

Contractor Name: Allstream Business US, Inc.

By:  _____

Name: MICHAEL STROPLE
(please print)

Title: MANAGING DIRECTOR
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

Federal laws and regulations require that recipients of federal assistance (Sponsors) include specific contract provisions in certain contracts, requests for proposals, or invitations to bid.

Certain provisions must be included in all sponsor contracts, regardless of whether or not the contracts are federally-funded. This requirement was established when a sponsor accepted the Airport Improvement Program (AIP) grant assurances.

As used in these Contract Provisions, “Sponsor” means The City and County of Denver, Department of Aviation, and “Contractor” or “Consultant” means the Party of the Second Part as set forth in Contract Number PLANE201523312

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [*contractor / consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*contractor / consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

APPENDIX

Federal Aviation Administration Required Contract Provisions

ALL CONTRACTS – NON-AIP FUNDED

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.



Denver International Airport

Exhibit A – Implementation Scope of Work

Contract Number: 201523312 – Unified Communications Platform

August 2017





Exhibit A

IMPLEMENTATION SCOPE OF WORK

THIS SCOPE OF WORK ("SOW") is entered into this _____ day of _____, 2017 ("Effective Date"), by and between the Denver International Airport ("Buyer" or "DEN") and Allstream Business US, Inc. by and through its wholly owned subsidiaries ("Allstream"), successor to Electric Lightwave Holdings, Inc., ("Company"). Reference is hereby made to that certain fully executed Project Services Agreement Contract Number: 201523312 – Unified Communications Platform, between DEN and Company, dated and effective as of _____ (the "Agreement"), which this SOW is subject to and made a material and enforceable part of. Capitalized words or terms not specifically defined herein shall have the same respective meanings which are ascribed to such words or terms in the Agreement. In the event of a conflict between the terms and conditions of this SOW #1 and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control, except and to the extent that the Parties specifically express their intent herein for a particular provision to supersede a contrary provision in the Agreement.

1. Background

DEN's current Avaya Voice platform is a legacy solution that provides critical voice communications capabilities across the DEN Campus.

Supporting over 3,500 end-user stations and over 2,000 users the legacy solution provides services to:

- DEN Operations & Staff
- TSA, Tenants and Airlines via Technologies Tenant Services

The core platform is the Avaya Communications Manager 5.2 telephone system with distributed infrastructure and components to more than 14 primary locations campus-wide. The last major upgrade of voice infrastructure was 2011. Key components become unsupported by manufacturer in 2016. These key components include:

- Core system software - Communications Manger 5.2
- 10 facility locations of Carrier Cabinets
- Single (6 locations with A/B cabinets)
- Multi (4 locations)
- 5 ARFF locations and 1 Lab for G350 Gateways
- Blast Conferencing Solution
- Call Recording

Modern telephony solutions have evolved from simple digital and analog services into Unified Communication & Collaboration based solutions that provide additional capabilities to address workplace trends and changes in technology. Examples of these new services include and are defined or described as follows:

- Voice (VoIP and Analog)



- Conferencing (audio, web and video)
- Unified Messaging (Voicemail to email)
- Unified Communications (Instant Messaging/Chat and Presence)
- Mobility (Twinning and Cell Applications to control office extension)
- Mass Notification (with multimedia delivery)
- Contact Center (Reporting, Audio and Screen Recording)
- Speech Analytics (Real time and historical)

In order to meet the changes in technology, satisfy existing requirements and meet the growing demand for new services, a major overhaul of the existing solution was necessary. With the evolution of telephony technologies today, the decision was made to publish an RFP to solicit and identify a suitable replacement solution, including costs from Unified Communication providers and their partners who are in the top tier of today's market place.

2. Project Description

Company has been selected via a formal RFP solicitation to implement the replacement solution for Denver International Airport's legacy voice platform. The new solution will include technologies and capabilities of a new Mitel VoIP solution in partnership with Mitel Corporation, as further described and defined in this SOW ("Project").

3. Definitions

Unless defined below, capitalized terms used in this shall have the meaning given them in Attachment A1, "Glossary."

"Acceptance Criteria," is defined in Section 6.2(b).

"Company," shall have the meaning given it in the introductory paragraph.

"Company Project Manager," shall mean the Company's designated individual leading the Project for the Company.

"Company Project Team," shall mean the employees, contractors, agents of Company assigned, associated with, or contributing to, the Project.

"Completion Date," is defined in Section 6.1.

"DEN Project Manager," shall mean DEN's designated individual leading the Project for DEN.

"DEN Project Team," shall mean the employees, contractors, agents of DEN assigned, associated with, or contributing to, the Project.

"Final Acceptance," shall mean acceptance of all Deliverables identified in the BoM (listed in Column B of that document).



“Implementation,” means the time period, and all actions taken therein, between execution of this Exhibit A and Final Acceptance.

“Joint Project Team,” means the Company Project Team and Denver Project Team combined.

“Project” shall have the meaning given it in Section 2, “Project Description.”

“Service(s),” unless specifically detailed, shall mean all of the services and products provided by Company to DEN.

“Total Agreement Price,” is defined in Attachment A4, “Bill of Materials,” and referenced in Section 7, “Compensation.”

4. Company and DEN Responsibilities

General Project Requirements

The table below describes the general project responsibilities of both parties, which are not specifically associated with an individual site. This is intended as a framework which the Joint Project Team will build detail into as the project gets underway; all additions and changes will be by mutual agreement between Company and DEN as part of the general Project management.

General Responsibilities Matrix

Tasks	Company	DEN	Comments
Designate a Company Project Manager	X		
Designate a DEN Project Manager		X	
Manage the Company Project Team	X		
Manage the DEN Project Team		X	
Establish Project communications protocol and maintain communications log as required	X		
Conduct internal weekly Project review meeting and submit weekly status reports	X		
Conduct weekly Project update calls	X		
Participate in weekly Project update calls		X	
Conduct monthly Project reviews	X		
Participate in monthly Project reviews		X	
Report Project progress as compared to Project schedule	X		
Update Project schedule monthly	X		
Manage and control the flow of Products and equipment from Company to meet the Project schedule	X		
Review change orders with Company Project Manager and provide approval		X	



Tasks	Company	DEN	Comments
Review and approve submitted design documents within two weeks or respond with revisions		X	
Provide written approval for Acceptance and Final Acceptance		X	
Provide timely responses to issues and questions		X	
Designate deployment team	X		
Provide access to all buildings and sites, including temporary ID badges for Company Project Team		X	
Provide parking permits for Company Project Team for any restricted parking areas		X	
Provide adequate road access for delivery vehicles		X	
Arrange for temporary parking to off-load equipment at all buildings and sites		X	
Clean up site and remove all installation debris		X	
Remove any hazardous material found on site		X	
Ensure all sites are functional for new equipment		X	

4.1 Company Responsibilities

- Comply with DEN Airport Security Policies, Procedures and Requirements for employee badging, airfield access, and liability insurance at all times;
- Perform the Services in material conformance with the Checklist set forth in Attachment A8-Project Management Checklist;
- Provide and deliver the Services in material conformance with the Acceptance Criteria;
- Install each Service as a “dual service” for each application phase. With dual service, DEN’s existing service and our new solution/Service will be running concurrently. At each phase, Company’s plan will incorporate a minimum of one full week of dual service before discontinuance of the existing service. While the Project may be completed in Phases, Phases may be worked concurrently;
- Order, deliver, unpack, assemble, configure, test, place all hardware and software, and conduct training as required in the provisioning of the Services;
- Orders, configures and manages telecom services needed to deliver Services, which generally includes:
 - Space and power in Company’s Portland, OR datacenter
 - Space and power in Company’s Salt Lake City, UT datacenter
 - 10 G wavelength as a dedicated link between above datacenters
 - 100 SIP trunks to each datacenter with SIP pooling for load balancing and failover
 - 500M VPLS (Layer 2) connectivity from DEN to Portland, OR datacenter
 - 500M VPLS (Layer 2) connectivity on a physically diverse route to the Salt Lake City datacenter
- Perform all necessary system and station programming, including any 3rd party solutions;



- Ensure equipment deliveries are staged to prevent DEN from having to provide warehousing facilities for the equipment;
- Successfully complete DEN Security Badging requirements for each member of the Company Project team;
- Appoint the Company Project Manager and a lead technician, who will be supported by a team varying in size from 2 to 10 others at any one time;
- Throughout the implementation process, maintain ultimate Project transparency with the DEN Project Team and with DEN end users of the Services.

4.2 DEN Responsibilities

In order for Company to perform the tasks and obligations set forth in Section 3.1 above, DEN shall perform the following tasks, which the parties acknowledge and agree are required in order to facilitate Company's provision of the Services and performance of Company's obligations:

- Provide Company with access and escorts as needed to gain access to perform the Services;
- Agrees to provide necessary "Letters of Agency/Authorization" to allow Company to act on behalf of DEN with current telecommunications provider CenturyLink, for PRI, SIP and DID allocations.
- Provide the IP network, including power over Ethernet switches, all cabling, 110V AC power, and rack space in the appropriate locations for all the physical equipment;
- User configuration of AD per the requirements provided in Attachment A6 – Active Directory Requirements.
- Discuss the use of BGP for public IP routing with Company as part of the technical design discussion for additional uses of the gateways for teleworkers and other web proxy services;
- Provide a room of sufficient size for configuration and testing of the equipment;
- Provide venues sufficient for Company to conduct in-person training sessions;
- Assist with the logistics for training sessions including scheduling (in consultation with Company) and sending the invitations to end users;
- Modify physical punch down connections and wiring as needed for connection of the call recording solutions;
- Perform physical connections and punch downs as needed to connect Services to DEN's existing infrastructure;
- Provide DEN Project Manager as the single point of contact to manage all DEN responsibilities and interface with Company Project Manager;
- Perform all work, programming and professional services needed on the existing Avaya solution to ensure proper call routing and other functionality during the transition to this new environment;
- Provide Company a list of who is authorized to request changes, who is authorized to sign change forms and who is authorized to sign delivery and acceptance forms.



5. Assumptions

The performance by the parties hereto of their obligations set forth in this SOW, including performance and delivery of the Services, is contingent upon the following mutual assumptions being accurate. In the event these assumptions are not accurate, the parties acknowledge and agree that the performance and delivery of obligations under this SOW may be materially impacted.

- This solution will be predominantly provisioned in Allstream’s Datacenters and requires ongoing monthly and annual charges as detailed in section 7.4 to perform as designed;
- All 96 Analog lines to be recorded terminate at a single phone closet and are wired to 110 punch down blocks;
- The parties will mutually agree upon a detailed project plan following the execution of this SOW. It is expected that this plan be completed under the “Task 1” phase below and within 30 days from the date of contract.

6. Phases and Deliverables

6.1 Schedule

Parties agree to the following Phases and Deliverables. Payment under this SoW and the BoM is not dependent on meeting the Deliverables below; this Section, “Schedule,” is intended to set timing for each Phase of the Project. Delivery or Deliverables, review, acceptance, and payment for a Deliverable is address under Section 6.2, “Review Period; Acceptance.”

Phase		Description of Phases and Deliverable for each Phase	Completed within this number of weeks following execution of the Agreement and this SOW (“Completion Date”)
1	Planning	<p>Planning takes place after the contract is finalized. Company holds a joint DEN / Company kick off meeting with both project teams, including integration partners. The SOW is reviewed with everyone. A project schedule with milestones and deliverables is reviewed. Roles and responsibilities are discussed. Orders for carrier network and services are submitted. A data network assessment is conducted. Preparation for the design phase begins.</p> <p><i>Deliverable: Project plan and schedule</i></p>	2 weeks



Phase	Description of Phases and Deliverable for each Phase	Completed within this number of weeks following execution of the Agreement and this SOW ("Completion Date")
2	<p>This phase includes all discovery between Company and DEN to assess network criteria to include IP number schema, DNS entries, DHCP settings, AD entries, Layer 2 switch settings and other technical details and coordination efforts to ensure a smooth installation for the new system. System parameters for voice features are configured during this phase. End user configurations and Call/Contact Center Configurations are captured in their existing state.</p> <p><i>Deliverable – final design document</i></p>	4-8 weeks
3	<p>Hardware and software is ordered, delivered and installed by Company. Tasks completed are listed in Exhibit 9 Project Management Checklist activities.</p> <p><i>Deliverable: Notice of core installation complete</i></p>	6-14 weeks
4	<p>Testing takes place during and following design and during design freeze of user profile programming. Equipment must be installed in its final location (on-site at DEN or in the Company Datacenter) before proceeding with testing. The following elements of the DEN installation will be tested:</p> <ul style="list-style-type: none"> • All System Features – as programmed • All Applications – as purchased and programmed • Optional Devices – as purchased and programmed • Network Services – before and upon cut-over • Telephone Sets and Peripheral Devices – upon cut-over • Security – after all programming is complete • All activities in Exhibit 9 under pre-cut testing and also includes E911 calls and security testing <p><i>Deliverable: Testing plan for all system components and testing results for all activities listed in Exhibit 9 under pre-cut testing are complete.</i></p>	10-28 weeks
5	<p>User Training is complete prior to cut-over. System Administrator Overview – within two weeks after cut-over</p> <p><i>Deliverable: End user and administrator training plans and schedule.</i></p>	12-32 weeks
6	<p>On date mutually established with DEN. Task details included in Exhibit 9 and incorporates Support Services Performed as part of this Phase.</p> <p><i>Deliverable: DEN acceptance for each defined Phase.</i></p>	14-35 weeks



Phase		Description of Phases and Deliverable for each Phase	Completed within this number of weeks following execution of the Agreement and this SOW ("Completion Date")
7	Final Acceptance	<p>Company and DEN agree that the solution meets requirements as defined in Section 5.2 below and meets the project goals as stated in the SOW. Final timeline allows for the 10 week DEN holiday quiet period.</p> <p><i>Deliverable: Final Acceptance from DEN for Project.</i></p>	49 weeks

6.2 Review Period; Acceptance

- a. Company shall deliver the Deliverable to DEN as set forth in Column B of the Estimate Payment Schedule tab of the BoM.
- b. Company and DEN shall mutually agree to craft acceptance criteria ("Acceptance Criteria"), in accordance with industry standards, and aligned with the Deliverables set forth in Column B of the BoM.
- c. DEN shall review the Deliverable in the period prescribed in the Acceptance Criteria, but in no event longer than five (5) business days (the "Review Period") to determine whether the Deliverable is in compliance the Acceptance Criteria. If no time is set forth in the Acceptance Criteria for review, the Review Period is five (5) business days.
- d. Following Company's notice that the Deliverable is ready for review in accordance with the Acceptance Criteria, DEN shall have the Review Period to accept or reject the Deliverable. If Acceptable, DEN shall provide notice of acceptance ("Acceptance Notice"). If the Deliverable is not accepted or rejected within such period, the Deliverable shall be deemed accepted. If, in DEN's reasonable judgment (which shall not substantially differ from industry standards) the Deliverable is not in compliance with the Acceptance Criteria, then DEN shall, within the Review Period, send to Company a non-conformance notice ("Non-Conformance Notice").
- e. Upon receipt of the Non-Conformance Notice, Company shall use its best efforts to either correct the conformance, and redeliver the applicable Deliverable to DEN or provide a clear plan to correct the conformance within three (3) days (the "Correction Period"), unless otherwise mutually agreed.
- f. The Review Period and subsequent redelivery is to be repeated with respect to such redelivered Deliverable until such redelivered Deliverable is accepted or deemed accepted by DEN. Company is solely responsible for all costs related to the correction and redelivery of the non-complying Deliverable.
- g. Company is responsible for ensuring that Services satisfy the requirements set forth in the Acceptance Criteria. Where required functionality, as set forth in the RFP, necessitates customization to the Mitel suite (Hardware and Software), Company and or Mitel will bear the costs for unforeseen expenses related to said customization in order to provide the functional solution at no additional cost to DEN.



7. Compensation

7.1 Payment Terms

The Total Agreement Price, as set forth in the Estimate Payment Schedule tab of the BoM, for the Services shall be paid by DEN to Company as follows:

Thirty percent (30%) of the Total Agreement Price shall be due at the time of the signing of the Agreement by DEN and Company and is non-refundable.

Sixty percent (60%) of the Total Agreement Price shall be paid out over the duration of the Phases upon Acceptance of the Deliverable and in the amounts set forth for each Phase as outlined in the BoM (in Column B, on the Estimate Payment Schedule tab).

Ten percent (10%) of the Total Agreement Price, plus any remaining unpaid portion of the Total Agreement Price, for all Services to be provided under the terms of the SOW shall be due upon Final Acceptance.

Monthly fees related to the Professional Services (Customer Service Advocate) provided in support of the Services and the staff intended to stay on for a predetermined time frame post-acceptance of the Services, shall be added to the Managed Services monthly recurring fee payment as outlined in the BoM (and not included as part of the Total Agreement Price), "Detail for Monthly Payments" and Exhibit B - Managed Services Scope of Work.

7.2 Payment Dates

The Payment(s) associated with Acceptance shall be due thirty (30) days following the date of receipt of the Company's invoice by DEN Accounts Payable. Any other items will be billed based on the actuals consumed in the delivery of that Phase or other work agreed to between the Parties. Invoices will be sent as set forth in Agreement.

7.3 Other Amounts

Any other amounts due the Company hereunder shall be due thirty (30) days following the date of receipt of Company's invoice by DEN Accounts Payable.

Late Payments / Prompt Pay Ordinance

All amounts past due over thirty (30) days shall accrue interest from their due date at the rate of one and one-half percent (1-1/2%) per month (or such lesser rate as may be the maximum permissible rate under applicable law). The Company is subject to D.R.M.C. Section 20-112 wherein the Company is to pay its subcontractors in a timely fashion. A payment is timely if it is mailed to the subcontractor no later than seven days after the receipt of any payment from the DEN. Any late payments are subject to a late payment penalty as provided for in the prompt pay ordinance (Denver Revised Municipal Code, Section 20-1107 through 20-118).



The annual resource detailed in section 3.2 of Attachment A2 - Requirements and Specification, (“Customer Service Advocate” or “CSA”) will be billed monthly in arrears with net 30 terms. The CSA will be billed at a monthly rate of \$17,500, assuming a minimum of 12 month term. The monthly rate is consistent and the CSA will have up to 2 weeks of time off during the year, in addition to standard holidays. Standard holidays shall be set by Company, but are generally: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and the day after Thanksgiving Day, Christmas Eve and Christmas Day. Months where time off is taken will be billed at the consistent \$17,500 rate. This CSAs is not included in the project payment schedule, and are expected to start in month 7 of the project.

7.4 Fees

The BoM lists all the Services that Company intends to provide for this Project. There are some training courses, referred to on the Mitel training maps, and available at zero cost from Mitel, that are not listed on the BoM.

Core UC Fees – One time	
	Total
Hardware and Software – Infrastructure, Licensing and Datacenter stacks (includes first year of hardware warranty and software assurance) (the Services)	\$1,773,244.69
Pro Services implementation	\$611,015.34
Total Budget for Project	\$2,384,260.03

Core UC Fees – Annual fees	
	Total
Customer Service Advocate- CSA (planned for 1 year only)	\$210,000.00
Hardware Warranty (Annual Fee, fixed first 3 years)	\$85,332.16
Software Assurance (Annual Fee, fixed first 3 years)	\$117,655.68
VM to text for 1000 users (Annual Fee, fixed first 5 years)	\$23,350
Total Budget for Project (per year excluding CSA)	\$226,337.84



7.5 Contract Term Fixed Discounts

Pricing is fixed for the duration of the Implementation; adding or removing parts will be at the price listed in the BoM until DEN's Acceptance of all Deliverables. If, during the Implementation, DEN wishes to add parts that are not included in this SOW, the pricing will be determined using the table below titled: "Fixed Discount Percentages before Final Acceptance." However if the pricing is already listed in the BoM, the BoM pricing will prevail.

Fixed Discount Percentages before Final Acceptance	
Part	% Discount off Mitel's List Price
Software	55%
Hardware (Mitel)	55%
Hardware (3 rd party but with Mitel part number)	5%
SWAS	24%
Mitel Training Classes	0%

After Final Acceptance, the Hardware warranty and Software Assurance are fixed for the first 3 years of the contract. Years 4 and beyond are subject to change but at a fixed discount as shown in the table below. The Company also agrees to provide additional parts at the following fixed discount for 5 years from the date of Final Acceptance.

Fixed Discount Percentages following Final Acceptance	
Part	% Discount off Mitel's List Price
Software	43%
Hardware (Mitel)	43%
Hardware (3 rd party but with Mitel part number)	5%
SWAS	24%
Mitel Training Classes	0%

7.6 Additional Professional Services

The Company agrees to provide additional Professional Services at the request of the Buyer for the first three years of the contract term at the following hourly rates:

Schedule of Cost for Additional Professional Services	
	Per Unit
Professional services - Technician per hour	\$100.25
Professional services - Project Manager per hour	\$100.25
Professional services - Trainer per hour	\$100.25
Professional services - Senior Technician per hour	\$133.67
Professional services - Architect level per hour	\$197.16



7.7 Managed Services Fees:

Fees associated with the Managed Services provided in the separate Managed Services Scope of Work for the term of the Agreement are agreed to as follows:

Monthly Recurring fees	
	Total
Connectivity ¹	\$12,140.00
Managed Service Fees	\$61,000.00
Total Budget for Project (per month)	\$78,140.00

¹ Usage based charges, such as Long Distance calling, is not included in this total and will be billed to DEN monthly in arrears, reflecting actual usage

7.8 Expenses

As currently described Company does not anticipate any expenses that will be billed back to DEN. If the scope changes there may be travel and accommodation expenses, but those will be disclosed and agreed in writing prior to incurring the expense.

8. Change Control

Changes in this SOW require a written request from DEN's assigned authorizers. Company will respond with acceptance or rejection in writing within 7 days. Requests must be sent to the Company Project Manager. A modified change control process can be implemented during the project, only if mutually agreed to by Company and DEN.

Changes with an impact of less than \$10,000 can be authorized by email. Changes with an impact above \$10,000 in a single change requires a formal Company change document signed by both DEN and Company. Each month all email approved changes will be consolidated into a single formal Company change document and will be presented to DEN for signature. This signed consolidation form serves as a 'true up' to the contract totals.

9. Additional & Supporting Documentation

Attached to this SOW are following documents, incorporated as part of the SOW as Attachments and the related Managed Service as Exhibit B

- Exhibit A – Implementation Scope of Work
- Attachment A1 - Glossary
- Attachment A2 - Requirements and Specifications
- Attachment A3 - Solution Diagram
- Attachment A4 - Bill of Materials / Pricing
- Attachment A5- Mitel Training Maps
- Attachment A6 - Active Directory Requirements
- Attachment A7 - Mitel Mass Notification (MMN)



Attachment A8- Project Management Checklist

- Exhibit B - Managed Service Scope of Work
- Exhibit C1 – Allstream Master Service Agreement
- Exhibit C2 – Virtual Private LAN Service (“VPLS”) Exhibit
- Exhibit D – Certificate of Insurance

10. Acceptance and Signature

Accepted and Agreed as of the __ day of _____, 201__.

Denver International Airport:

Signature: _____

Name: _____

Title: _____

Organization: _____

Signature: _____

Name: _____

Title: _____

Organization: _____

Allstream Business US, Inc.

Signature: _____

Name: _____

Title: _____

Organization: _____



SOW Attachment A1 - Glossary

AA	– Auto Attendant
ACD	– Automated Call Distribution
AD	– Active Directory
AOB	– Airport Office Building
ASU	– Analog Service Unit (Mitel chassis for analog cards)
AWV	– Audio, Web, Video
BAFO	– Best and Final Offer
BGP	– Border Gateway Protocol
BoM	– Bill of Materials
CC	– Contact Center
CIM	– Copper Interface Module
CO	– Central Office
COR	– Class of Restriction
COS	– Class of Service
DC	– Data Center
DEN	– Denver International Airport
DISA	– Direct Inward System Access
DLM	– Designated License Manager
DMZ	– Demilitarized Zone
DNS	– Domain Name Server
DSP	– Digital Signal Processor
EL	– Electric Lightwave
ETM	– Embedded Trunk Module
EVE	– Enterprise Virtual Environment
HA	– High Availability
HW	– Hardware (see EL SOW Exhibit 2 – Bill of Materials)
HWW	– Hardware Warranty (see EL SOW Exhibit 2 – Bill of Materials)
I&M	– Installation and Maintenance (see Training in EL SOW Exhibit 2 – Bill of Materials)
IVR	– Interactive Voice Response
LL	– Leader Led (see Training in BoM)
LOA	– Letter of Agency
LS	– Loop Start
MBG	– Mitel Border Gateway
MDF	– Main Distribution Frame
MiCC	– Mitel Contact Center
MiVB	– Mitel Voice Business
MiVCR	– Mitel Voice Call Recorder
MiVSR	– Mitel Voice Screen Recording
MMN	– Mitel Mass Notification
MXe	– Mitel's MXe model controller
NMS	– Network Management System
ONS	– On Premise Station
PRI	– Primary Rate Interface



- PS – Professional Services (see EL SOW Exhibit 2 – Bill of Materials)
- QoS – Quality of Service
- RAD – Recorded Announcement Device
- RAID – Redundant Array of Independent Disks
- RLL – Remote Leader Led (see Training in EL SOW Exhibit 2 – Bill of Materials)
- RFP – Request for Proposal
- SD – Solution Diagram
- SDS – System Data Synchronization
- SMDR – Station Message Detail Recording
- SNMP – Simple Network Management Protocol
- SOW – Scope of Work
- SQL – Structured Query Language (used to communicate with a database)
- SRC – Secure Recording Connector
- SS – Self Study (see Training in EL SOW Exhibit 2 – Bill of Materials)
- SW – Software (see EL SOW Exhibit 2 – Bill of Materials)
- SWAS – Software Assurance
- UC – Unified Communications
- UCC – Unified Communications and Collaboration
- UM – Unified Messaging
- UPS – Uninterruptible Power Supply
- VM – Virtual Machine
- vMiVB – Virtual MiVoice Business
- VQM – Video Quality Monitoring



SOW Attachment 2 - Requirements and Specifications to Exhibit A, “Implementation Scope of Work”

Acronyms are defined in Attachment A1 to Exhibit A.

1. Solution

1.1 Unified Communications leveraging VMware failover and physical controllers’ resiliency for a highly available solution

- i. 1,767 New Mitel IP desk/wall phones and associated licensing;
- ii. 100 New Mitel Conference phones and associated licensing;
- iii. 1,895 analog extensions for DEN provided analog phones, distributed as shown in SOW Exhibit 1: Solution Diagram.

1.2 IVR

- i. Two virtual IVR servers which can also leverage VMware for failover, provide a highly available solution delivering:
 - ii. Primary Auto Attendant for Contact Center
 - iii. Maintain and update caller with their position in queue
 - iv. Provide caller option for call-back when their position in queue is reached

1.3 Contact Center

- i. Configured for up to 150 agents, of which up to 50 can be Multimedia agents
- ii. Redundant IVR
- iii. Salesforce.com integration for up to 150 users

1.4 Call and Screen Recording

- i. Call Recording for up to 48 concurrent conversations that include an IP phone
- ii. Call Recording for up to 100 analog lines/trunks
- iii. Screen recording for up to 300 workstations/PCs

1.5 Mitel mass next generation notification solution for CrashNet, FireNet, TrainNet and BriefNet

1.6 Integration with DEN provided 3rd party text-to-speech and Harris/ Dispatch Works technical solutions

1.7 SIP trunks and related transport, Long Distance and DIDs

- o Option for Company to provide diverse connectivity over CenturyLink facilities, 200 SIP trunks, 10,000 DIDs and Long Distance. Include existing PRI’s and anticipated conversion to SIP.



2. Design

2.1 VMware Environment

The proposed solution will leverage a combination of solution specific software and hardware provided by Company and virtual servers deployed within Company's datacenters. Please see SOW Attachment A3 – Solution Diagram.

The VMware environment consists of two physical Data Centers ("DC"). A single managed VMware Cluster built with shared storage, redundant network paths and VMware High Availability ("HA") features will be made available for the Mitel solution to leverage. The VMs shown as "Primary" on SOW Attachment A3 – Solution Diagram are intended to run primarily on hosts in that physical DC. Similarly, those shown as "Secondary" are intended to run in the physical DC as depicted on the Solution Diagram. In both cases, movement between DCs for maintenance and uptime are assumed by and will be managed by the Company's managed service team.

2.2 Microsoft Active Directory (AD) Integration

User deployment and management, wherever possible, will be done via integration to DEN's Microsoft AD domain(s). The integration will be established to the virtual MiCollab instance running in the Primary DC and will leverage Single Point Provisioning and SDS features to push user provisioning to all appropriate cluster nodes. That specific MiCollab server will host both NuPoint UM and MiCollab Client servers to take advantage of UCC licensing. Company will be responsible for the configuration of the Mitel software to meet Mitel engineering guidelines to ensure the Mitel software can sync with DEN's AD domains. DEN will be responsible for the user configuration of AD per the requirements provided in SOW Attachment A6 - Active Directory Requirements.

2.3 Licensing

UCC and Mitel Contact Center (MiCC) license bundles are included in the BoM and as such their parts will be distributed amongst the underlying applications. The UCC licensing will include a Group License Manager, which Company will join to the included DLM. The DLM will support the sharing of appropriate licenses by all MiVoice Business (MiVB) cluster nodes. The IP User Controller (discussed next) will serve as the DLM.



2.4 IP User Controller

A virtual MiVoice Business (vMiVB) instance will be deployed and serve as the Primary IP User controller for the Cluster. The vMiVB will run in the Primary Data Center and will support all IP Users. Each IP User will also be programmed to be resilient to one of the local gateways appropriate to its geographical location within the airport. The design is to provide a locally survivable deployment model. UCC Entry, Standard and Premium licensing are included for all users per the BoM. During the implementation planning phase, DEN and Company will jointly determine if all users will be deployed as HotDesk users or if all users will be deployed as non-HotDesk users. The decision will be applied system-wide and will apply to all users.

2.5 Analog Gateways

Per the SOW Attachment A3 - Solution Diagram, analog MiVB gateways have been strategically placed throughout the airport to support analog station needs and local survivability for resilient IP phones and other physical resources where needed. All analog gateways are built with the same physical hardware configuration with the exception of those that also include PRI cards and/or an additional CIM card to support analog density.

The Solution Diagram provides the count of analog ports, paging ports and T.38 resources included with each gateway.

Additionally, each gateway includes a minimum of the following list of standardized hardware regardless of the Solution Diagram specifications:

- An MXe III Expanded controller
- Redundant power supplies
- A RAID kit
- A DSP II card and licensing for (4)T.38 FAX sessions
- Attached ASU(s) and ONS card(s) to support analog station counts

Ports included with the Main Analog Board are not calculated for use in the design, other than paging ports, such that they are available for use where needed.

Some of the LS trunk ports in the analog gateways will be used to facilitate trunk survivability from the AOB analog gateways (as ONS ports) to outlying analog gateways (as LS ports) This design detail will be finalized during the planning phase.

All MXe III-based MiVB include an embedded VM license so that those resources can be used for RAD where needed.



2.6 Contact Center Configurations

2.6.1 ACD User Controllers

Two ACD User controllers will be deployed as vMiVB instances, for resiliency, with one to run primarily in the Primary DC and the other in the Secondary DC. ACD Skill Groups will also be defined and resilient in this pair of controllers with ACD Paths residing on the Queuing gateways in the Airport Office Building (AOB) where the PRIs terminate. All ACD Users must be HotDesk users in order to be resilient.

2.6.2 ACD Queuing, MiContact Center (MiCC), ACD, IVR and Business Reporter

Company will support the design of up to ten contact centers as part of the implementation. Management and Reporting will utilize a single virtualized instance of MiCC. MiVoice Call Recording and Screen Capture is required for all Contact Centers. Each Contact Center will be resilient within the MiVoice Business Platform. DEN will leverage IVR in all contact centers, primarily for basic attendant tree functionality, queue messaging with updated "Position In Queue and Call Backs." Company will be responsible for the installation and programming of all announcements or auto attendants within the IVR. DEN will provide all recordings, either through a .wav file or some other format. Company will use a conversion tool as necessary to assist DEN with file formatting. DEN will be responsible for all new recorded announcements, IVR or auto attendant recordings. Training will be provided for 30 agents, 5 supervisors, and 2 administrators, representing DEN's current contact center population.

In support of this solution, four MiCC Virtual Servers are included in the BoM. They include:

- A primary Contact Center (CC) server for ACD
- A primary IVR server with 16 ports
- A redundant IVR server with 16 ports (Primary and Redundant servers are in an Active-Active configuration)
- A MiVoice Business Reporter server for Call Detail Recording with licensing for all stations

2.6.3 ACD Licensing

ACD Licensing is included for 150 agents of which 50 can be multi-media agents.

2.6.4 Integration with Salesforce.com

Every contact center agent license is bundled with the integration license necessary to integrate with Salesforce.com. DEN will have 150 licenses that can be used by any IP phone user at the Airport.

Company will offer DEN a fully pre-engineered solution, the Mitel MiVoice Integration for Salesforce, a browser-based application that provides computer telephony and productivity features for users of MiVoice Business and the Salesforce Customer Relationship Management (CRM) solution. These include:

- Inbound features (such as screen-pop and answer call)
- Mid-call features (such as transfer, conference, hold and retrieve call, and logging of call notes)
- Outbound features (such as search for contacts and Click-to-dial)



2.6.5 Call Recording with Secure Recording Connectors (SRC)

There will be two MiVoice Call Recording servers. The first will be a physical server Company will source directly from Mitel with 96 analog station taps. That server will be placed in the AOB where it can tap the analog stations delivered from the AOB analog gateways to the Dispatch Works system. The MiVCR software for the second server will be included with the MiCC Agent licenses and will be deployed in the Primary DC to be used for IP phone station taps throughout the airport. Forty eight simultaneous recording ports is the agreed upon sized capacity, replacing a current capability of 32 simultaneous call recordings.

The two MiVCR servers and the three MiVSR servers (see section 2.6.6 below) will all be deployed to share one SQL database. Architecturally, the virtual MiVCR server in the Primary DC will become the SQL Master. DEN will host (including the provision of SQL licensing) and maintain the SQL database.

The details relative to storage lengths and archival procedures will be finalized during the implementation planning phase, and will be in compliance with DEN's storage and retention policies. Actual recordings will be local to the call recording servers and as such strategies can vary between the physical and virtual servers and their corresponding storage. A MiVCR Archive System License will allow for a secondary SQL database for archival purposes.

Two virtual Mitel Border Gateways (MBG) are included for Secure Recording Connector use. These will need to be deployed with one in each DC, both in LAN mode and clustered for call recording resiliency. SRC licenses will come from the MiCC Agent license bundle along with the recording port licenses. The systems to be SRC-integrated include the primary IP User controller and the two resilient ACD User controllers.

2.6.6 Screen Recording

Screen Recording captures the user's PC screen(s) for the duration of a recorded phone call, providing a more complete picture when recordings are reviewed after the event. This visual capture provides information that allows DEN to improve staff performance.

Licensing for three virtual MiVoice Screen Recording (MiVSR) servers is included to support 300 workstations – each server supports 100. As with Call Recording, records of the recordings will be unified in a single SQL database. DEN will host (including the provision of SQL licensing) and maintain the SQL database.

2.7 Performance Analytics

Mitel Performance Analytics is a suite of management tools that will be deployed as a VM in the Primary Datacenter. That solution is intended to simplify management of DEN's large MiVB cluster, with the reports sent automatically to DEN's internal helpdesk. Other key benefits are:

- Centralized access to all appropriate cluster nodes
- Network Management System (NMS) features via SNMP including alarm and alert management
- 24/7 performance and availability monitoring



- Centralized Video Quality Monitoring (VQM) information and administration
- Detailed graphical reporting

2.8 Migration Approach

2.8.1 PRIs including Tie Lines between the Company provided Mitel and DEN's Legacy Avaya Platform

DEN currently has eight PRIs from CenturyLink delivered to their Avaya system. These eight PRIs are delivered from two different Central Offices (CO) as shown in the Exhibit A, Attachment A3: Solution Diagram in groupings of six and two. The design includes hardware to allow eight T1 tie lines between the Mitel PRI trunking gateways and the Avaya systems.

The cutover plan will be a phased migration of departments and/or geographical groupings, so that inter switch dialing or station to station calling and trunk access will need to be provided between the Avaya and Mitel systems for an extended period of time.

The timing of when the CO PRIs will be moved from the Avaya to the Mitel will be determined during the implementation planning phase. Movement of PRIs and support for dialing between and through either system regardless of where PRIs are terminated is included. Information from CenturyLink on the current trunk group/rollover configuration is being acquired by DEN and will need to be considered in planning the movement of the PRIs.

Additionally, it is recommended that some PRI services be kept long term to support legacy applications where DEN requires performance outside of that achieved with SIP trunks.

2.8.2 Dialing plan

Company will work with DEN during the implementation planning phase to help determine the most appropriate plan with 4, 5, 7 and 10 digit options all being considered.

During the implementation phase, users will be migrated from the Avaya to the Mitel system in a phased approach. Until the migration of all users is complete, users on both systems have the need to dial back and forth between the Avaya and Mitel with an end-user experience as close to a single system as possible. To facilitate this, the Mitel and Avaya systems will be tied together as described in the PRI Tie-Line section above.

Regardless of the number of digits 4, 5, 7 or 10 decided upon, Company will take all reasonable steps to minimize the impact of the transition to end users.

2.8.3 Pooled SIP Trunking

SIP trunking from Company is being provided as a part of the overall solution. This is based on delivery of 200 SIP trunks pooled from the two COs as shown in the SOW Attachment A3 - Solution Diagram for path diversity and failover support. Licensing has been included to support these 200 SIP trunks and the pooled failover design. When appropriate DIDs will be ported from the PRIs to the SIP service.



If DEN elects to use a supplemental carrier other than Company for the SIP trunks, on premise at DEN, Company will provide professional services to configure the Mitel to accept the SIP trunks, and test once connected. Trouble shooting of the SIP trunk connectivity will be provided if the services procured are on the Mitel SIP CoE list, but only for functionality the Mitel confirms as compatible. Trouble shooting of known issues with that providers SIP trunks, or with non-approved SIP trunks is not included in this SoW and will be billed as additional ProServices at the BoM pricing. If DEN elects to use Company's SIP trunking all configuration, testing and trouble-shooting ProServices relating to the SIP trunking is included.

SIP trunks will be delivered to the trunking gateway in the secondary data center and a dedicated virtual MiVB trunk gateway in the primary data center

2.8.4 Public Mitel Border Gateways (MBGs)

Two virtual MBGs are included to provide SIP Proxy services for 200 SIP trunks. These are to be deployed in DMZ mode and in similar DMZ security zones within the airport's EVE. The MBGs will run primarily in the primary data center and secondary data center as shown in the SOW Attachment A3 - Solution Diagram and will be clustered together. The airport uses BGP for public IP routing and discussions have begun relative to providing multiple public IP's in that environment for the MBGs. During the implementation planning phase Company and DEN will agree what services the MBGs will provide including support for Teleworkers and other Web Proxy.

2.8.5 MiCollab – Nupoint UM, MiCollab Client, Audio Web Video Conferencing (AWV)

The primary data center will host the primary virtual MiCollab server. This server will run NuPoint UM, the MiCollab Client application and AWV conferencing. It will also be the point of AD / Single Point Provisioning / SDS integration.

The secondary data center will host a secondary MiCollab server running Nupoint UM specifically as a secondary Auto Attendant (AA) for redundancy purposes. As such, plans will need to be developed to allow for the manual replication of AA info to this system. And, Alternative Hunt Group routing will need to be put in place in the MiVB systems to allow for failover from the primary NuPoint to the secondary.

2.8.6 Mitel Streamline – Analog to IP Migration

DEN will migrate analog stations to IP where it makes sense. Streamline switches are included as a solution where cabling is an issue.

2.8.7 Integration with 3rd party provider – Mutare Speech-to-Text services

Company will, under the professional services included in the BoM, integrate the Mitel voicemail to Mutare Speech-to-Text service. Licenses are included to upgrade DEN's existing Mutare to the latest version and provide VM to text for up to 1,000 users.



2.8.8 Integration with Harris and Dispatch Works

The current scope of this project includes recording on the analog trunks coming into the Dispatch Works.

Company is aware of DEN's intent to update their Harris solution and remove the Dispatch Works solution from the legacy PBX which will require integration with the Mitel solution. Company will provide support for the redesign at additional cost, with both Professional Services and licensing rates as defined in the SOW and the accompanying BoM.

Depending on the integration requirements of the new solution chosen by DEN, Company will quote the cost once the final design is determined. Company anticipates a redesign to include Professional Services fees of between 16 hours and 80 hours. Hourly rates are provided in the "Fees" section (Section 7.3).

2.8.9 Development / Test Environment

Hardware and software will be installed for an independent test environment or "sandbox".. The test environment will be used to test all new deployments before going live and for changes in configurations.

2.8.10 Spares

A hot spare analog gateway has been included and configured such that it could be put in place of any failed gateway without any hardware reconfiguration. The plan is that this gateway be used wherever maximum uptime is served by its use. Beyond this, spare parts to fix physical hardware failure(s) have also been included. To provide greater protection, Company will maintain a local supply of spares in the Denver Metro area for at least 5 years after implementation.

2.8.11 Blast Conferencing Solution Replacement

The Mass Notification Platform will be deployed utilizing 2 Servers (Virtual Machines), to allow for MMN's native High Availability feature to perform an immediate Failover in the event of an outage of the Primary Server. The Servers will require two Network Interface Connections to be provided by Company in the Datacenter, one to the production network, the other as a dedicated connection between the two servers for keep-alive (heartbeats). The dedicated connection between the two servers requires 1Gb/s higher throughput and less than 0.5 ms latency. In the event of a heartbeat failure, the Standby Server will take over operation of the MMN platform.

SIP trunk connections from the MMN Server into the MiVoice Infrastructure will be set up in a redundant configuration. A DNS entry with the IP addresses of the nominated Gateways will allow communications to be maintained in the event of a single Gateway outage. Two Gateways are specified to support this functionality and additional MiVoice Business Trunking Licenses have been included to support this functionality.

2.8.12 Mitel Mass Notification (MMN) Deployment

The Mass Notification platform will primarily be utilized for Conference Resources associated with Emergency Services at the airport. This solution has ability to deliver notifications via store and forward, or operate as a two-way conference/ paging announcement, or a combination of both.



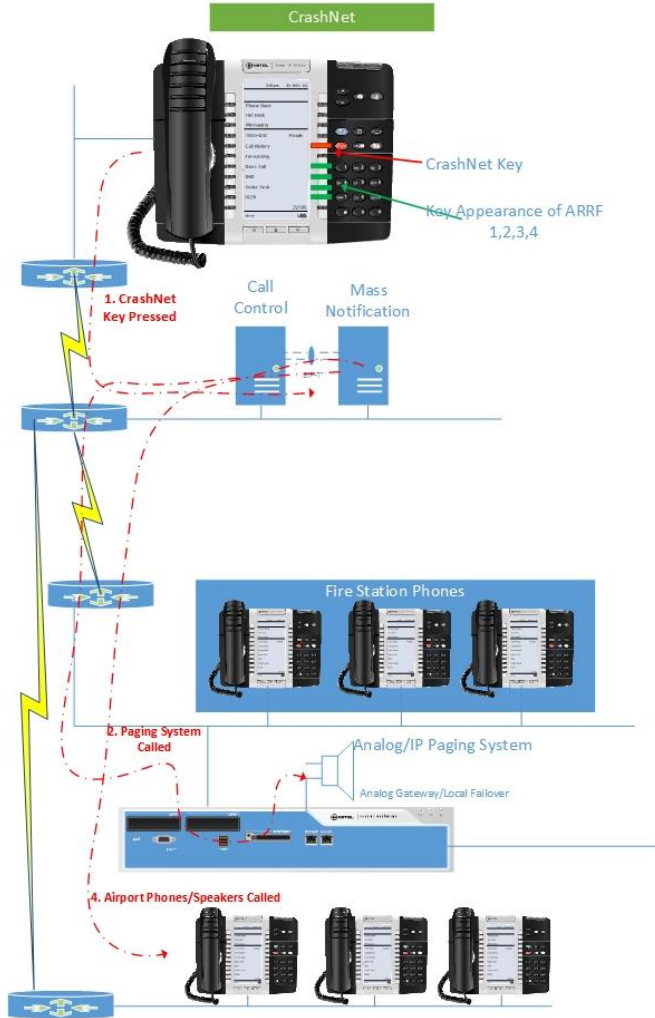
In addition, the MMN deployment will require product enhancement to provide the control over whether the attendees join muted or unmuted and whether there is a recording played to the joining parties. These product enhancements will be made at Mitel's expense after the final design is agreed to and signed off by both parties.

These emergency services are referred to as CrashNet, TrainNet, FireNet and BriefNet and are designed as follows:

2.8.12.1 CrashNet Notification

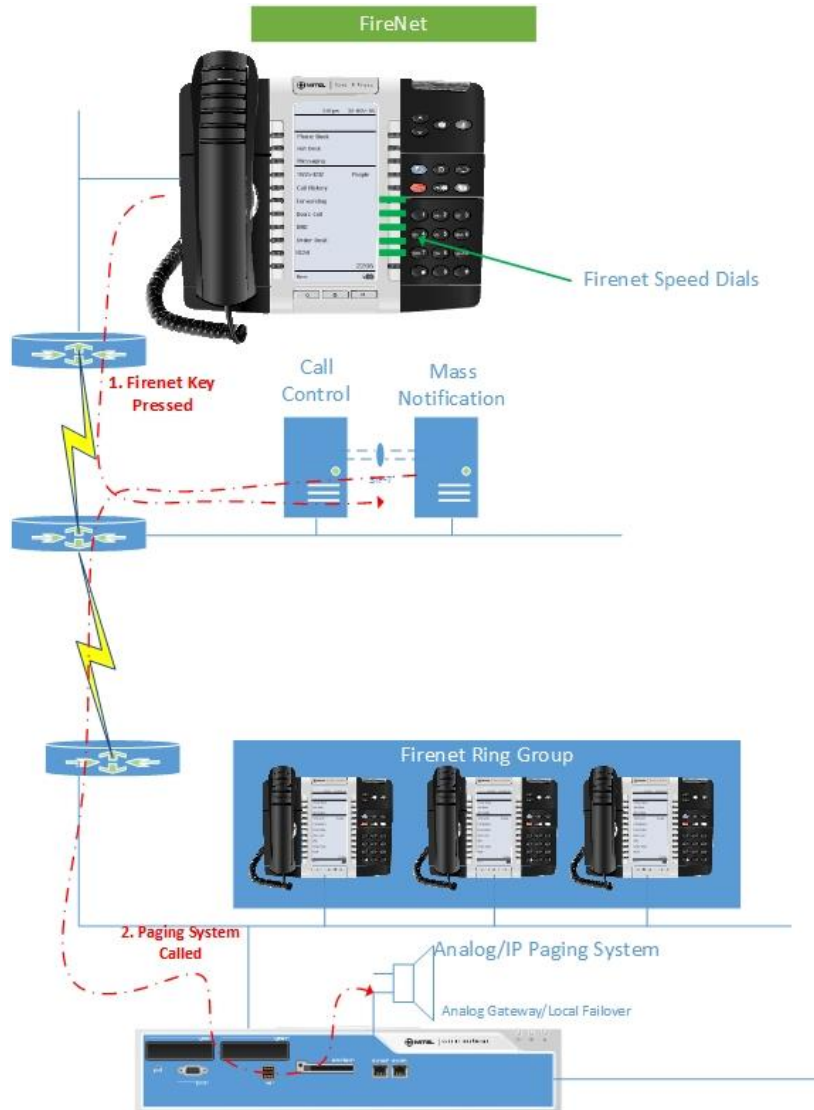
CrashNet notification is initialized by a user pressing a speed-dial key on an 'Emergency' phone in locations that require the ability to launch a CrashNet notification. The MMN server will dial an individual phone number per DEN fire station. This phone number will appear as a Key Appearance on multiple phones at each fire station. Please note that appearances of both IP and Analog keys will appear on DEN's IP phones. Fire station shift personnel will answer one phone per fire station and listen to information presented. Key Appearance will also be programmed on the phone in FAA Tower to provide indication that all stations have joined.

Also as part of the same notification, paging systems (as extensions) at each fire station will be connected to the conference, so all personnel can hear the information from the FAA Tower.



2.8.12.2 FireNet Notification (Similar to CrashNet)

With FireNet, individual Speed Dials will be used to dial smaller groups of the CrashNet Key Appearance Groups (individual Fire stations). No Key Appearance Monitoring required on Initiating Phone.



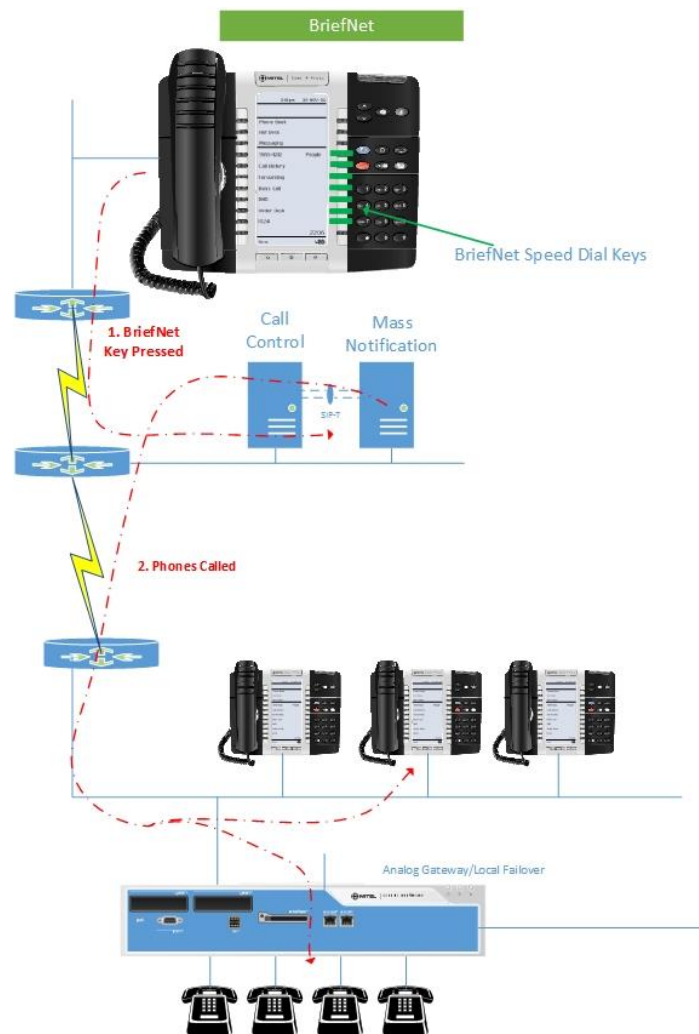
2.8.12.3 BriefNet Notification

BriefNet is functionality utilized for general notifications around the airport for weather updates and the like.

This is broken into the various Concourses/Airlines for notification. This will utilize the Paging utility of the MMN platform, calling the various numbers as required. The Notifier will press a Speed Dial key on their phone which will dial into the MMN. The Speed Dial will contain option 3 (record message) and the Paging Extension Group to out-dial. The Initiator will immediately be called by the MMN platform. When they answer the phone, they will be asked to record their message and then press 1 to confirm and press 1 to send.

The MMN platform is capable of notification via group text, but at this time it is outside the scope of this project. We have specified pricing for this service in the BoM, in the section called “Pricing for Potential Future Adds.”

Also in a similar manner to Crashnet and BriefNet, general notifications will be provided live, via a conference call. The Initiator can press a speed-dial key on the phone, which will call all the members phones and initiating the conference.





2.8.12.4 TrainNet Notification

TrainNet Notification is covered under the other scenarios (Crash/Brief/Fire) above.

3. Maintenance and Support

Company will supply Tier II and deeper support for DEN users for the duration of the maintenance agreement. DEN staff will supply end users Tier I support. Company will provide full time on premise personnel (a customer service representative) for a period of at least 1 year, with DEN having the option to extend at the BoM rates. The Company provided on premise resources can act as DEN's Tier 1 support if appropriate.

3.1 Software Upgrades

Provided DEN remains current on Mitel SWAS, all dot and full releases of software are available to DEN to upgrade to at no additional software cost. Professional services to implement the upgrades are included in the Exhibit B- Managed Service Scope of Work.

3.2 1 year Customer Service Advocate

Company will provide DEN an on-site CSA for 1 year. The intent is to provide a bridge between the implementation team being on site during the implementation and the post install, ongoing Company managed service contract.

The Customer Service Advocate will assist with end-user questions, general training and resolution of real-world day-to-day needs that impact the user perception and consequently DEN's overall satisfaction with the outcomes of the project.

The CSA will be on-site at a DEN provided location for 40 hours per week, predominantly during regular business hours. The CSA is intended to augment Company's implementation team and DEN's technical and project management teams. Their assignment of roles does not imply that they are sufficient to complete the entire volume of work for that role. Rather they are skilled and trained resources, available for 40 hours a week to assist DEN in operating the new UC solution.

Company recommends a minimum overlap of 2 or 3 months with the implementation phase to ensure complete immersion of this full-time resource before the Company implementation team is complete.



4. Training

Approximately one week prior to scheduled training per each installation phase, Company will prepare the training materials and present those materials to DEN for approval. We have included training maps (see SOW Attachment A5- Mitel Training Maps) that outline the path DEN will take toward eventual certification for each Mitel product. All new trainees will follow the "New Trainee" paths per product to certification (represented by a gold badge in the maps).

4.1 End user training

In person, live instructor lead training classes will be offered at each phase of the implementation. Classes will be scheduled in collaboration with DEN with the objective of reaching 80%+ of end users. Supporting documentation and video of the live training will be made available, along with more in-depth train-the-trainer sessions to allow DEN to cover the other users and address follow-up questions.

Prior to cutover, training is structured to accommodate DEN's end user schedules and completed by Company staff using live telephones programmed in a real world environment for end users. Training is arranged by type of VoIP device, by business function and by specific user communities with special attention given to etiquette, how best each employee can adopt the change (through comparison with the older system). Adoption training not only concerns the new telephone system but also the environment for new applications.

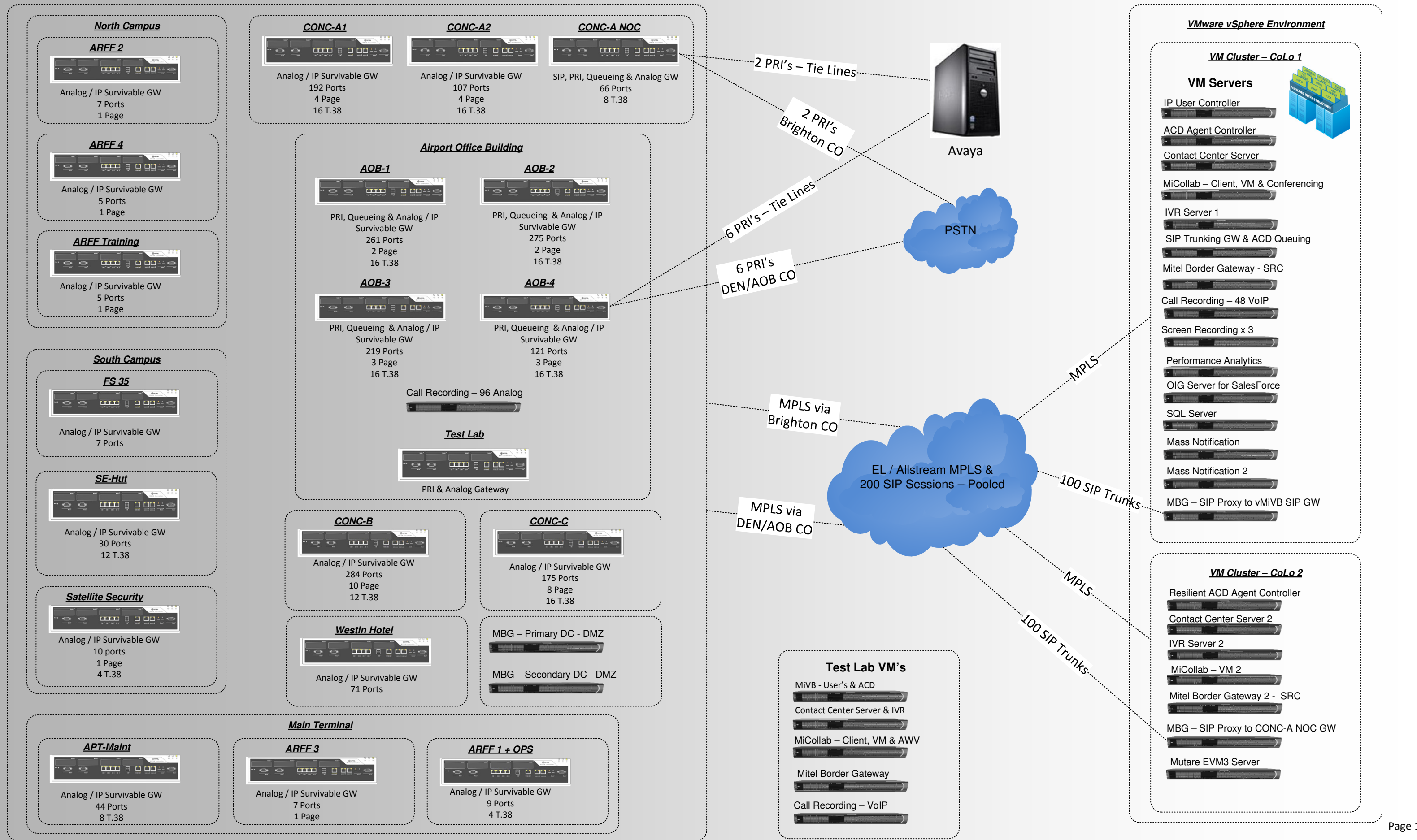
4.2 System Administration and Contact Center Supervisor training

Specific Mitel instructor led classes are included in the BoM to provide the specific training needed for system administration and Contact Center supervisors. These are also shown highlighted in purple in the training maps in SOW Attachment A5- Mitel Training Maps.

System Administration training takes place immediately following and for approximately two weeks after installation of any specific application. DEN and Company will jointly develop the system administration training schedule to include provisioning the IVR.

4.3 Over-the-Shoulder training

As Allstream deploys the solution, it expects and encourages DEN's staff to observe and learn as we go. Over-the-shoulder-training is the ideal augment to the formal training programs included to get DEN's internal resources up to speed on the new solution. Company will provide hands on, over-the-shoulder training to DEN technical staff during the implementation. This will be augmented by topic specific in-person training as needed to ensure a working knowledge of administrating the system. Company has budgeted up to 20 hours of professional service time at no additional charge to DEN. If DEN wishes the training to extend beyond 20 hours of topic specific training for the team that will be administering the system, additional blocks of professional service hours will be charged.





Denver International Airport - Bill of Materials - 4.17.17

Currency USD
 Partner Electric Lightwave
 Quote Ref 182434-1475216586

vMiVB - Users w/ MiCollab Client - NOC/DC

Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Business - Core Hardware and Software						
50006271	PWR CRD C13 10A 125V - NA Plug	2	25.00	50.00	11.15	22.30
54004981	MiVoice Business License -App Connection	438	0.00	0.00	0.00	0.00
54005064	MiVoice Business License -IDS Connection	1	1,500.00	1,500.00	669.06	669.06
54005330	Enterprise License Group	1	1,000.00	1,000.00	446.04	446.04
54005748	MiVoice Business Virtual for Enterprise	1	1,495.00	1,495.00	666.83	666.83
MiVoice Business - Solution Licenses						
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30
54004400	MiVoice Bus License - HTML Apps x50	34	0.00	0.00	0.00	0.00
Desktop Devices						
50005712	Cordless Headset & Module Bundle NA DECT	50	470.00	23,500.00	209.64	10,481.94
50005914	PKM KIT - 12 KEY (for 85xx/53xx Phones)	102	265.00	27,030.00	118.20	12,056.46
50006441	Bluetooth Handset/Module Bundle	50	250.00	12,500.00	111.51	5,575.50
50006476	5330E IP PHONE	1100	400.00	440,000.00	178.42	196,257.60
50006580	MiV ConferencePhone(UC360 CollabPt InRm)	100	1,195.00	119,500.00	533.02	53,301.78
50006591	MiV Video Phone (UC360 Collab Pt Ext)	2	1,695.00	3,390.00	756.04	1,512.08
50006634	5320e IP Phone (Backlit)	611	330.00	201,630.00	147.19	89,935.05
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	100	8.00	800.00	3.57	356.83
51011571	5304 IP PHONE	56	170.00	9,520.00	75.83	4,246.30
51016170	LIVE CONTENT SUITE (5320/30/40/60)	1	0.00	0.00	0.00	0.00
51301151	Gb 802.3at Pwr Adptr Unvrsl 90-264Vdc C8	100	120.00	12,000.00	53.52	5,352.48
52002829	Panasonic SP305 Camera Bundle - NA	2	1,195.00	2,390.00	1,129.28	2,258.55
	1 x 51301282 Multi-Port GigE PoE Switch					
	1 x 51302278 HDMI Cable 25 Feet (FRU)					
	1 x 51302437 Panasonic HD Network Camera SP305(NA)					
	1 x 51302439 Panasonic Universal Camera Mount; PUM8					
	1 x 51302440 Fuji Lens, 3 Mega Pixel Vari Focal Lens					
54004891	MiVoice Bus License - HTML Apps x5	3	0.00	0.00	0.00	0.00
User Licenses						
54004975	MiVoice Bus License - Enterprise User	150	175.00	26,250.00	78.06	11,708.55
54006540	UCCv4.0 Entry User for MiVoice Bus x50	30	9,350.00	280,500.00	4,170.47	125,114.22
54006542	UCCv4.0 STND User for MiVoice Bus x1	25	325.00	8,125.00	144.96	3,624.08
54006543	UCCv4.0 STND User for MiVoice Bus x50	3	13,800.00	41,400.00	6,155.35	18,466.06
54006545	UCCv4.0 PREM User for MiVoice Bus x1	175	395.00	69,125.00	176.19	30,832.52
54006696	MiCb AWV Platform Web/Audio Lic x1	38	500.00	19,000.00	223.02	8,474.76
54006698	MiCb AWV Platform Web/Audio Lic x50	8	16,669.00	133,352.00	7,435.04	59,480.33
MiCollab, MiCollab Client						
54005442	MiCollab Virtual Appliance	1	995.00	995.00	443.81	443.81
	Includes: .MBG Base.UC Mobile Base.UC Base, NuPoint Base.MCD App Connection Lic (6).					
54005611	MiCollab NPUM MiVBus Mailbox Licensesx50	5	1,500.00	7,500.00	669.06	3,345.30
54006699	siCb AWV Platform HD Codec License	438	60.00	26,280.00	26.76	11,721.93
NuPoint Unified Messaging						
54001622	NPUM IP Integration (max 4 connections)	3	1,800.00	5,400.00	802.87	2,408.62
54001627	NPUM Record A Call	1	0.00	0.00	0.00	0.00
54006839	Mitel Performance Analytics Plus User x1	6000	6.00	36,000.00	2.68	16,057.44



Software Assurance and Support

54005197	Stnd S/W Assur MiVoice Business User	150	9.00	1,350.00	6.80	1,020.60
54005222	Stnd S/W Assurance MiCollab Base	1	100.00	100.00	75.60	75.60
54005223	Stnd S/W Assurance MiCollab UM Mailbox	250	3.50	875.00	2.65	661.50
54005229	Stnd S/W Assur MiCollab AWV Audio Port	438	33.00	14,454.00	24.95	10,927.22
54005230	Stnd S/W Assur MiCollab AWV Web Port	438	17.00	7,446.00	12.85	5,629.18
54005419	Stnd S/W Assur Designated License Mgr	1	0.00	0.00	0.00	0.00
54005657	Prem S/W Assurance MiVoice Bus User	150	3.00	450.00	2.27	340.20
54005669	Prem SW Assur MiCOLLAB Base w/Monitor	1	30.00	30.00	22.68	22.68
54005673	Prem S/W Assur MiCollab UM Mailbox	250	1.00	250.00	0.76	189.00
54005678	Prem S/W Assur MiCollab AWV Audio Port	438	10.00	4,380.00	7.56	3,311.28
54005679	Prem S/W Assur MiCollab AWV Web Port	438	5.00	2,190.00	3.78	1,655.64
54005689	Prem S/W Assur Designated License Mgr	1	0.00	0.00	0.00	0.00
54005755	Stnd S/W Assur MiVoice Bus Virtual Base	1	125.00	125.00	94.50	94.50
54005756	Prem SW Assur vMiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73
54005992	Std S/W Assurance UCC Entry	1500	10.00	15,000.00	7.56	11,340.00
54005993	Std S/W Assurance UCC Stnd	175	19.00	3,325.00	14.36	2,513.70
54005994	Std S/W Assurance UCC Prem	175	27.00	4,725.00	20.41	3,572.10
54005995	Prem S/W Assurance UCC Entry	1500	3.00	4,500.00	2.27	3,402.00
54005996	Prem S/W Assurance UCC Stnd	175	6.00	1,050.00	4.54	793.80
54005997	Prem S/W Assurance UCC Prem	175	9.00	1,575.00	6.80	1,190.70
Mitel OEM Partner Products and Services						
50006622	Audio Y-Cable for RevoLabs Extn Mic Syst	102	40.00	4,080.00	37.80	3,855.60
51302468	RevoLabs HD Microphone, Directional (NA)	102	360.00	36,720.00	340.20	34,700.40
51302471	RevoLabs HD Dual Chnl Syst (w/o Mic)(NA)	102	605.00	61,710.00	571.73	58,315.95
Sub Total				1,674,655.00		818,479.08

vMiVB - SIP Trunking

Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Business - Core Hardware and Software						
54005748	MiVoice Business Virtual for Enterprise	1	1,495.00	1,495.00	666.83	666.83
MiVoice Business - Solution Licenses						
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30
54005401	MiVoice Business SIP Trunks x50	4	4,000.00	16,000.00	1,784.16	7,136.64
Software Assurance and Support						
54005755	Stnd S/W Assur MiVoice Bus Virtual Base	1	125.00	125.00	94.50	94.50
54005756	Prem SW Assur vMiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73
Sub Total				17,708.00		7,949.00

vMiVB - ACD Controller

Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Business - Core Hardware and Software						
54005748	MiVoice Business Virtual for Enterprise	1	1,495.00	1,495.00	666.83	666.83
MiVoice Business - Solution Licenses						
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30
User Licenses						
54004975	MiVoice Bus License - Enterprise User	75	175.00	13,125.00	78.06	5,854.28
MiCollab, MiCollab Client						
54005442	MiCollab Virtual Appliance	1	995.00	995.00	443.81	443.81
Includes: .MBG Base.UC Mobile Base.UC Base, NuPoint Base.MCD App Connection Lic (6).						
54006839	Mitel Performance Analytics Plus User x1	225	6.00	1,350.00	2.68	602.15
Software Assurance and Support						
54005197	Stnd S/W Assur MiVoice Business User	75	9.00	675.00	6.80	510.30
54005222	Stnd S/W Assurance MiCollab Base	1	100.00	100.00	75.60	75.60
54005657	Prem S/W Assurance MiVoice Bus User	75	3.00	225.00	2.27	170.10
54005669	Prem SW Assur MiCOLLAB Base w/Monitor	1	30.00	30.00	22.68	22.68
54005755	Stnd S/W Assur MiVoice Bus Virtual Base	1	125.00	125.00	94.50	94.50
54005756	Prem SW Assur vMiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73
Sub Total				18,208.00		8,491.28



vMiVB - ACD Controller - Resilient						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Business - Core Hardware and Software						
54005748	MiVoice Business Virtual for Enterprise	1	1,495.00	1,495.00	666.83	666.83
MiVoice Business - Solution Licenses						
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30
User Licenses						
54004975	MiVoice Bus License - Enterprise User	75	175.00	13,125.00	78.06	5,854.28
MiCollab, MiCollab Client						
54005442	MiCollab Virtual Appliance	1	995.00	995.00	443.81	443.81
	Includes:.MBG Base.UC Mobile Base.UC Base, NuPoint Base.MCD App Connection Lic (6).					
54006839	Mitel Performance Analytics Plus User x1	225	6.00	1,350.00	2.68	602.15
Software Assurance and Support						
54005197	Stnd S/W Assur MiVoice Business User	75	9.00	675.00	6.80	510.30
54005222	Stnd S/W Assurance MiCollab Base	1	100.00	100.00	75.60	75.60
54005657	Prem S/W Assurance MiVoice Bus User	75	3.00	225.00	2.27	170.10
54005669	Prem SW Assur MiCOLLAB Base w/Monitor	1	30.00	30.00	22.68	22.68
54005755	Stnd S/W Assur MiVoice Bus Virtual Base	1	125.00	125.00	94.50	94.50
54005756	Prem SW Assur vMiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73
Sub Total				18,208.00		8,491.28

MiCollab - VM #2						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiCollab, MiCollab Client						
54004961	MiCollab NPUM Misc App Port	48	400.00	19,200.00	178.42	8,563.97
54005442	MiCollab Virtual Appliance	1	995.00	995.00	443.81	443.81
	Includes:.MBG Base.UC Mobile Base.UC Base, NuPoint Base.MCD App Connection Lic (6).					
NuPoint Unified Messaging						
54001622	NPUM IP Integration (max 4 connections)	3	1,800.00	5,400.00	802.87	2,408.62
54001627	NPUM Record A Call	1	0.00	0.00	0.00	0.00
Software Assurance and Support						
54005222	Stnd S/W Assurance MiCollab Base	1	100.00	100.00	75.60	75.60
54005669	Prem SW Assur MiCOLLAB Base w/Monitor	1	30.00	30.00	22.68	22.68
Sub Total				25,725.00		11,514.67

MiVoice Border Gateway for SIP Proxy #1						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Border Gateway						
54004491	SIP TRUNKING CHANNEL PROXY	200	50.00	10,000.00	22.30	4,460.40
54005339	MiVoice Border Gateway Virtual	1	250.00	250.00	111.51	111.51
Software Assurance and Support						
54005219	Standard S/W Assur MBG SIP Connect	200	6.00	1,200.00	4.54	907.20
54005220	Standard S/W Assurance MBG Base	1	25.00	25.00	18.90	18.90
54005666	Prem S/W Assur MBG SIP Connect	200	2.00	400.00	1.51	302.40
54005668	Prem SW Assur MiV MBG Base w/Monitor	1	8.00	8.00	6.05	6.05
Sub Total				11,883.00		5,806.46

MiVoice Border Gateway for SIP Proxy #2						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Border Gateway						
54004491	SIP TRUNKING CHANNEL PROXY	200	50.00	10,000.00	22.30	4,460.40
54005339	MiVoice Border Gateway Virtual	1	250.00	250.00	111.51	111.51
Software Assurance and Support						
54005219	Standard S/W Assur MBG SIP Connect	200	6.00	1,200.00	4.54	907.20
54005220	Standard S/W Assurance MBG Base	1	25.00	25.00	18.90	18.90
54005666	Prem S/W Assur MBG SIP Connect	200	2.00	400.00	1.51	302.40
54005668	Prem SW Assur MiV MBG Base w/Monitor	1	8.00	8.00	6.05	6.05
Sub Total				11,883.00		5,806.46



FS 35							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	1	700.00	700.00	312.23	312.23	
50005731	24 port ONSp card	1	860.00	860.00	383.59	383.59	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	7	75.00	525.00	33.45	234.17	
54003522	MiVoice Business License -T38 Channel x4	1	550.00	550.00	245.32	245.32	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	7	4.00	28.00	3.02	21.17	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	7	1.00	7.00	0.76	5.29	
Sub Total					15,396.00	6,928.61	



ARFF #1 + OPS							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	1	700.00	700.00	312.23	312.23	
50005731	24 port ONSp card	1	860.00	860.00	383.59	383.59	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	9	75.00	675.00	33.45	301.08	
54003522	MiVoice Business License -T38 Channel x4	1	550.00	550.00	245.32	245.32	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	9	4.00	36.00	3.02	27.22	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	9	1.00	9.00	0.76	6.80	
Sub Total					15,556.00	7,003.07	



ARFF #2							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	1	700.00	700.00	312.23	312.23	
50005731	24 port ONSp card	1	860.00	860.00	383.59	383.59	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	7	75.00	525.00	33.45	234.17	
54003522	MiVoice Business License -T38 Channel x4	1	550.00	550.00	245.32	245.32	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	7	4.00	28.00	3.02	21.17	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	7	1.00	7.00	0.76	5.29	
Sub Total					15,396.00	6,928.61	



ARFF #3							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	1	700.00	700.00	312.23	312.23	
50005731	24 port ONSp card	1	860.00	860.00	383.59	383.59	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	7	75.00	525.00	33.45	234.17	
54003522	MiVoice Business License -T38 Channel x4	1	550.00	550.00	245.32	245.32	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	7	4.00	28.00	3.02	21.17	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	7	1.00	7.00	0.76	5.29	
Sub Total					15,396.00	6,928.61	



ARFF #4							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	1	700.00	700.00	312.23	312.23	
50005731	24 port ONSp card	1	860.00	860.00	383.59	383.59	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	5	75.00	375.00	33.45	167.27	
54003522	MiVoice Business License -T38 Channel x4	1	550.00	550.00	245.32	245.32	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	5	4.00	20.00	3.02	15.12	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	5	1.00	5.00	0.76	3.78	
Sub Total					15,236.00	6,854.14	



ARFF Training							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	1	700.00	700.00	312.23	312.23	
50005731	24 port ONSp card	1	860.00	860.00	383.59	383.59	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	5	75.00	375.00	33.45	167.27	
54003522	MiVoice Business License -T38 Channel x4	1	550.00	550.00	245.32	245.32	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	5	4.00	20.00	3.02	15.12	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	5	1.00	5.00	0.76	3.78	
Sub Total					15,236.00	6,854.14	



Satellite Security							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	1	700.00	700.00	312.23	312.23	
50005731	24 port ONSp card	1	860.00	860.00	383.59	383.59	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	10	75.00	750.00	33.45	334.53	
54003522	MiVoice Business License -T38 Channel x4	1	550.00	550.00	245.32	245.32	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	10	4.00	40.00	3.02	30.24	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	10	1.00	10.00	0.76	7.56	
Sub Total					15,636.00	7,040.30	



APT - Maint							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	1	700.00	700.00	312.23	312.23	
50005731	24 port ONSp card	2	860.00	1,720.00	383.59	767.19	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	44	75.00	3,300.00	33.45	1,471.93	
54003522	MiVoice Business License -T38 Channel x4	2	550.00	1,100.00	245.32	490.64	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	44	4.00	176.00	3.02	133.06	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	44	1.00	44.00	0.76	33.26	
Sub Total				19,766.00		8,935.14	



SE - Hut							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	1	700.00	700.00	312.23	312.23	
50005731	24 port ONSp card	2	860.00	1,720.00	383.59	767.19	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	30	75.00	2,250.00	33.45	1,003.59	
54003522	MiVoice Business License -T38 Channel x4	3	550.00	1,650.00	245.32	735.97	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	30	4.00	120.00	3.02	90.72	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	30	1.00	30.00	0.76	22.68	
Sub Total					19,196.00	8,659.20	



CONC - A - NOC							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50003560	DUAL T1/E1 TRUNK MMC	2	1,500.00	3,000.00	669.06	1,338.12	
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	2	700.00	1,400.00	312.23	624.46	
50005731	24 port ONSp card	3	860.00	2,580.00	383.59	1,150.78	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	4	25.00	100.00	11.15	44.60	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	66	75.00	4,950.00	33.45	2,207.90	
54003522	MiVoice Business License -T38 Channel x4	2	550.00	1,100.00	245.32	490.64	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54000303	MiVoice Business License - Digital Link	3	1,500.00	4,500.00	669.06	2,007.18	
54005401	MiVoice Business SIP Trunks x50	4	4,000.00	16,000.00	1,784.16	7,136.64	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	66	4.00	264.00	3.02	199.58	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	66	1.00	66.00	0.76	49.90	
Sub Total				46,611.00		20,943.18	



CONC - A #1							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50001754	5485 IP PAGING UNIT	3	685.00	2,055.00	305.54	916.61	
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	4	700.00	2,800.00	312.23	1,248.91	
50005731	24 port ONSp card	8	860.00	6,880.00	383.59	3,068.76	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	6	25.00	150.00	11.15	66.91	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	192	75.00	14,400.00	33.45	6,422.98	
54003522	MiVoice Business License -T38 Channel x4	4	550.00	2,200.00	245.32	981.29	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
Desktop Devices							
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ{	3	40.00	120.00	17.84	53.52	
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	3	8.00	24.00	3.57	10.70	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	192	4.00	768.00	3.02	580.61	
54005654	Prem SW Assur MIVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	192	1.00	192.00	0.76	145.15	
Sub Total				42,240.00		19,188.82	



CONC - A #2							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50001754	5485 IP PAGING UNIT	3	685.00	2,055.00	305.54	916.61	
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	3	700.00	2,100.00	312.23	936.68	
50005731	24 port ONSp card	5	860.00	4,300.00	383.59	1,917.97	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	5	25.00	125.00	11.15	55.76	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	107	75.00	8,025.00	33.45	3,579.47	
54003522	MiVoice Business License -T38 Channel x4	4	550.00	2,200.00	245.32	981.29	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
Desktop Devices							
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ{	3	40.00	120.00	17.84	53.52	
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	3	8.00	24.00	3.57	10.70	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	107	4.00	428.00	3.02	323.57	
54005654	Prem SW Assur MIVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	107	1.00	107.00	0.76	80.89	
Sub Total				32,135.00		14,549.85	



CONC - B							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50001754	5485 IP PAGING UNIT	9	685.00	6,165.00	305.54	2,749.84	
50004451	QUAD CIM	1	750.00	750.00	334.53	334.53	
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	6	700.00	4,200.00	312.23	1,873.37	
50005731	24 port ONSp card	12	860.00	10,320.00	383.59	4,603.13	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	8	25.00	200.00	11.15	89.21	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	284	75.00	21,300.00	33.45	9,500.65	
54003522	MiVoice Business License -T38 Channel x4	3	550.00	1,650.00	245.32	735.97	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
Desktop Devices							
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ{	9	40.00	360.00	17.84	160.57	
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	9	8.00	72.00	3.57	32.11	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	284	4.00	1,136.00	3.02	858.82	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	284	1.00	284.00	0.76	214.70	
Sub Total				59,088.00		26,846.28	



CONC - C							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50001754	5485 IP PAGING UNIT	7	685.00	4,795.00	305.54	2,138.76	
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	4	700.00	2,800.00	312.23	1,248.91	
50005731	24 port ONSp card	8	860.00	6,880.00	383.59	3,068.76	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	6	25.00	150.00	11.15	66.91	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	175	75.00	13,125.00	33.45	5,854.28	
54003522	MiVoice Business License -T38 Channel x4	4	550.00	2,200.00	245.32	981.29	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
Desktop Devices							
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ{	7	40.00	280.00	17.84	124.89	
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	7	8.00	56.00	3.57	24.98	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	175	4.00	700.00	3.02	529.20	
54005654	Prem SW Assur MIVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	175	1.00	175.00	0.76	132.30	
Sub Total				43,812.00		19,863.64	



AOB #1							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50001754	5485 IP PAGING UNIT	1	685.00	685.00	305.54	305.54	
50003560	DUAL T1/E1 TRUNK MMC	2	1,500.00	3,000.00	669.06	1,338.12	
50004451	QUAD CIM	1	750.00	750.00	334.53	334.53	
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	6	700.00	4,200.00	312.23	1,873.37	
50005731	24 port ONSp card	11	860.00	9,460.00	383.59	4,219.54	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	8	25.00	200.00	11.15	89.21	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	261	75.00	19,575.00	33.45	8,731.23	
54003522	MiVoice Business License -T38 Channel x4	4	550.00	2,200.00	245.32	981.29	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54000303	MiVoice Business License - Digital Link	2	1,500.00	3,000.00	669.06	1,338.12	
Desktop Devices							
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ{	1	40.00	40.00	17.84	17.84	
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1	8.00	8.00	3.57	3.57	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	261	4.00	1,044.00	3.02	789.26	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	261	1.00	261.00	0.76	197.32	
Sub Total				57,074.00		25,912.31	



AOB #2							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50001754	5485 IP PAGING UNIT	1	685.00	685.00	305.54	305.54	
50003560	DUAL T1/E1 TRUNK MMC	2	1,500.00	3,000.00	669.06	1,338.12	
50004451	QUAD CIM	1	750.00	750.00	334.53	334.53	
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	6	700.00	4,200.00	312.23	1,873.37	
50005731	24 port ONSp card	12	860.00	10,320.00	383.59	4,603.13	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	8	25.00	200.00	11.15	89.21	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	275	75.00	20,625.00	33.45	9,199.58	
54003522	MiVoice Business License -T38 Channel x4	4	550.00	2,200.00	245.32	981.29	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54000303	MiVoice Business License - Digital Link	2	1,500.00	3,000.00	669.06	1,338.12	
Desktop Devices							
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ{	1	40.00	40.00	17.84	17.84	
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	1	8.00	8.00	3.57	3.57	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	275	4.00	1,100.00	3.02	831.60	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	275	1.00	275.00	0.76	207.90	
Sub Total				59,054.00		26,817.17	



AOB #3							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50001754	5485 IP PAGING UNIT	2	685.00	1,370.00	305.54	611.07	
50003560	DUAL T1/E1 TRUNK MMC	2	1,500.00	3,000.00	669.06	1,338.12	
50004451	QUAD CIM	1	750.00	750.00	334.53	334.53	
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	5	700.00	3,500.00	312.23	1,561.14	
50005731	24 port ONSp card	10	860.00	8,600.00	383.59	3,835.94	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	7	25.00	175.00	11.15	78.06	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	219	75.00	16,425.00	33.45	7,326.21	
54003522	MiVoice Business License -T38 Channel x4	4	550.00	2,200.00	245.32	981.29	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54000303	MiVoice Business License - Digital Link	2	1,500.00	3,000.00	669.06	1,338.12	
Desktop Devices							
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ{	2	40.00	80.00	17.84	35.68	
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	2	8.00	16.00	3.57	7.14	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	219	4.00	876.00	3.02	662.26	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	219	1.00	219.00	0.76	165.56	
Sub Total					52,862.00	23,968.50	



AOB #4							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50001754	5485 IP PAGING UNIT	2	685.00	1,370.00	305.54	611.07	
50003560	DUAL T1/E1 TRUNK MMC	2	1,500.00	3,000.00	669.06	1,338.12	
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02	
50005105	ASU II	3	700.00	2,100.00	312.23	936.68	
50005731	24 port ONSp card	6	860.00	5,160.00	383.59	2,301.57	
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25	
50006271	PWR CRD C13 10A 125V - NA Plug	5	25.00	125.00	11.15	55.76	
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08	
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21	
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12	
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59	
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR						
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL						
54002701	MiVoice Business License - Analog Ext	121	75.00	9,075.00	33.45	4,047.81	
54003522	MiVoice Business License -T38 Channel x4	4	550.00	2,200.00	245.32	981.29	
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12	
	1 x 54000303 MiVoice Business License - Digital Link						
	1 x 54000497 MiVoice Business XNET						
	1 x 54000540 MiVoice Business IP Networking						
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION						
	1 x 54001130 MCD VOICEMAIL NETWORKING						
	1 x 54001490 MiVoice Business Tenanting						
	1 x 54002949 MiVoice Business Remote Management						
	16 x 54004975 MiVoice Bus License - Enterprise User						
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54000303	MiVoice Business License - Digital Link	2	1,500.00	3,000.00	669.06	1,338.12	
Desktop Devices							
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ{	2	40.00	80.00	17.84	35.68	
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	2	8.00	16.00	3.57	7.14	
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46	
Software Assurance and Support							
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50	
54005196	Stnd S/W Assur MiVoice Business Analog	121	4.00	484.00	3.02	365.90	
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73	
54005655	Prem S/W Assur MiVoice Bus Analog	121	1.00	121.00	0.76	91.48	
Sub Total				39,382.00		17,804.00	

MiCC v8.x - ACD, MiVoice Call Recording & MiVoice Business Reporter							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiContact Center Solutions							
52002931	Contact Center Agent x1	145	770.00	111,650.00	343.45	49,800.37	
52002935	Contact Center Starter Pack	1	5,720.00	5,720.00	2,551.35	2,551.35	
54006789	MultiMedia Agent License x1	50	495.00	24,750.00	220.79	11,039.49	
54006793	WG/CC System Administrator x1	3	850.00	2,550.00	379.13	1,137.40	
54006799	MiVoice Business Reporter Extension x50	81	300.00	24,300.00	133.81	10,838.77	
52002937	MiVoice Call Recording w SRC License x1	43	400.00	17,200.00	178.42	7,671.89	
54006191	MiVoice Quality Mgt Concurrent User Lic	3	1,000.00	3,000.00	446.04	1,338.12	
54006180	MiVoice Call Rcrd MiTAI Single Licensex1	1	0.00	0.00	0.00	0.00	
54006806	CC Virtual Server	1	2,800.00	2,800.00	1,248.91	1,248.91	
54006807	MiVoice Business Reporter Virtual Server	1	2,800.00	2,800.00	1,248.91	1,248.91	
Software Assurance and Support							
54006934	CC Premium 24/7 Software Assurance	25080	1.00	25,080.00	0.76	18,960.48	
54006287	Prem S/W Assur CallRecordingBase+30	1	420.00	420.00	317.52	317.52	
54006291	Prem S/W Assur CallRecordingLic	18	40.00	720.00	30.24	544.32	
Sub Total				220,990.00		106,697.53	



MiCC v8.x - IVR & Redundant IVR						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiContact Center Solutions						
54006785	Routing Remote/Redundant Starter Pack	1	3,500.00	3,500.00	1,561.14	1,561.14
54006786	Contact Center IVR Routing Port x1	11	1,250.00	13,750.00	557.55	6,133.05
54006787	Contact Center IVR Redun Port x1	16	625.00	10,000.00	278.78	4,460.40
54006795	Contact Center IVR Starter Pack	1	7,000.00	7,000.00	3,122.28	3,122.28
54006805	CC IVR Routing Virtual Server	1	2,800.00	2,800.00	1,248.91	1,248.91
54006806	CC Virtual Server	1	2,800.00	2,800.00	1,248.91	1,248.91
Software Assurance and Support						
54006934	CC Premium 24/7 Software Assurance	6072	1.00	6,072.00	0.76	4,590.43
Sub Total				45,922.00		22,365.13

MiVoice Call Recording						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiContact Center Solutions						
52002937	MiVoice Call Recording w SRC License x1	95	400.00	38,000.00	178.42	16,949.52
Call Recording Solutions						
50006658	MiVoice Call Rcrd Anlg Brd RJ21 PCIe x24	4	5,400.00	21,600.00	2,408.62	9,634.46
52002851	MiVoice Call Rcrd Enterprise Server x1	1	21,470.00	21,470.00	9,576.48	9,576.48
54006173	MiVoice Screen Recording Base Pack x1	3	200.00	600.00	89.21	267.62
54006174	MiVoice Screen Recording License X1	297	200.00	59,400.00	89.21	26,494.78
54006180	MiVoice Call Rcrd MiTAI Single Licensex1	1	0.00	0.00	0.00	0.00
54006569	MiVoice Call Rcrd Archive Sys License x1	1	500.00	500.00	223.02	223.02
Software Assurance and Support						
54006287	Prem S/W Assur CallRecordingBase+30	1	420.00	420.00	317.52	317.52
54006291	Prem S/W Assur CallRecordingLic	66	40.00	2,640.00	30.24	1,995.84
54006297	Prem S/W Assur ScreenRecordingBase+30	3	210.00	630.00	158.76	476.28
54006301	Prem S/W Assur ScreenRecordingLic	210	20.00	4,200.00	15.12	3,175.20
Professional Services						
53003653	1CallRecording Rmt Installation Service	4	1,125.00	4,500.00	1,063.13	4,252.50
53003677	Call Rec Implement Add Hrs	8	285.00	2,280.00	269.33	2,154.60
Extended Warranty						
50006656PW1	PrmHWSupp CallRcrd AnalogBrd x24 1yr	0	409.50	3,276.00	325.00	0.00
Sub Total				159,516.00		75,517.82

MiVoice Border Gateway for (2) SRC's						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Border Gateway						
54005339	MiVoice Border Gateway Virtual	2	250.00	500.00	111.51	223.02
Software Assurance and Support						
54005220	Standard S/W Assurance MBG Base	2	25.00	50.00	18.90	37.80
54005668	Prem SW Assur MiV MBG Base w/Monitor	2	8.00	16.00	6.05	12.10
Sub Total				566.00		272.92

MiVoice Border Gateway - (2) Physical Public-facing Servers						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Border Gateway						
54004571	Mitel Border Gateway base Software for Industry Standard	2	250.00	500.00	111.51	223.02
Software Assurance and Support						
54005220	Standard S/W Assurance MBG Base	2	25.00	50.00	18.90	37.80
54005668	Prem SW Assur MiV MBG Base w/Monitor	2	8.00	16.00	6.05	12.10
Sub Total				566.00		272.92



Mitel Mass Notification w/ HA						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Business - Solution Licenses						
54005401	MiVoice Business SIP Trunks x50	4	4,000.00	16,000.00	1,784.16	7,136.64
Mitel Mass Notification (MMN)						
51100098	MMN PLTFRM STND	1	22,000.00	22,000.00	20,790.00	20,790.00
51100101	MMN ST PHN VOICE	75	15.00	1,125.00	8.51	637.88
51100153	MMN PORT CONFERENCE	80	120.00	9,600.00	68.04	5,443.20
51100156	MMN PORT AUDIO QTY 100+	100	60.00	6,000.00	34.02	3,402.00
51100170	MMN DRCT S/W SPRT GOLD	5691.667	1.25	7,099.94	1.21	6,886.92
51100176	RMT SFW INSTALL SERVICE	1	897.75	897.75	868.90	868.90
51100178	Remote Config Support [day, L1 Tech]	2	1,556.10	3,112.21	1,506.10	3,012.20
51100180	MMN PRJ MNGMNT DAY	1	957.57	957.57	926.80	926.80
51100178	Configuration [day, L1 Tech]	2	1,556.10	3,112.21	1,506.10	3,012.20
OEM - Distributor Equipment						
51100189	MMN CST BNDL S/W	6140	1.16	7,122.40	1.20	7,349.89
Sub Total				77,027.07		59,466.62

Datacenter & DEN MBG Hardware						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
	HPE ProLiant DL360 Gen9 - VMware Host	6			1945.32	11671.92
	HPE DL360 Gen9 E5-2683v4 FIO Kit	6			2299.12	13794.72
	Intel Xeon E5-2683V4	6			2322.32	13933.92
	DDR4 - 16 GB - DIMM 288-pin - 2400 MHz / PC4-19200 - R	24			299.28	7182.72
	HPE FlexFabric 556FLR-SFP+	6			490.68	2944.08
	HP DL360 Gen9 SFF Embed SATA Cable	6			46.4	278.4
	HP 1U SFF Easy Install Rail Kit	6			78.88	473.28
	8GB microSD EM Flash Media Kit	6			62.64	375.84
	800W FS Plat Ht Plg Pwr Sup Kt	12			280.72	3368.64
	HP DL360 Gen9 SFF DVD-ROM/USB Kit	6			77.72	466.32
	HPE 4-Hour 24x7 Proactive Care Service - 1 Yr. - Years 4 & 5	6			2013.76	12082.56
	SFP+ transceiver module - 8Gb Fibre Channel (Short Wave)	1			324.8	324.8
	Network cable - LC multi-mode (M) to LC multi-mode (M) -	2			76.56	153.12
	HPE Modular Smart Array 2040 SAN Dual Controller SFF Str	2			8851.96	17703.92
	Hard drive - 900 GB - 2.5" SFF - SAS 12Gb/s - 10000 rpm - fr	52			584.64	30401.28
	ADTRAN NetVanta 1550-24P	4			1022.6328	4090.5312
	Adtran Direct attach cable - SFP+ to SFP+ - 3.3 ft	11			174.522	1919.742
	SFP+ transceiver module - 10 GigE - 10GBase-SR - LC multi-	8			484.764	3878.112
	SFP+ transceiver module - 10 GigE - 10GBase-LR - LC single-	4			1459.164	5836.656
	Microsoft Windows Server 2012 R2 Standard	5			810.84	4054.2
	Microsoft Office 365	5			114.84	574.2
	Microsoft Office 365 SWA - 1 Yr. - Years 2 thru 5	5			114.84	574.2
	VMware vCenter Server Standard Edition for vSphere	2			5563.36	11126.72
	vCenter Server SWA - 1 Yr. - Years 2 thru 5	2			1106.64	2213.28
	VMware vCenter Site Recovery Manager Standard	1			4644.64	4644.64
	vCenter SRM SWA - 1 Yr. - Years 2 thru 5	1			915.24	915.24
	VMware vSphere with Operations Mgmt Enterprise Plus Ac	2			23187.24	46374.48
	vCenter SWA - 1 Yr. - Years 2 thru 5	2			5684	11368
	HPE ProLiant DL360 Gen9 E5-2620V3 - MBG	2			2380.32	4760.64
	HP 300GB 12G SAS 10K 2.5in SC ENT HDD	4			189.08	756.32
	800W FS Plat Ht Plg Pwr Sup Kt	4			280.72	1122.88
	HP DL360 Gen9 SFF DVD-ROM/USB Kit	2			77.72	155.44
	HPE Foundation Care 24x7 Service - 1 Yr. - Years 4 & 5	2			928	1856
	Datacenter server and VM build proservices	1			49827.08	49827.08
						271,203.88

Mutare						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
1101	Upgrade Existing DEN EVM to current Release	1			1,500.00	1,500.00
1103A	EVM 3 Annual User Subscription Including Speech to Text	1000			22.00	22,000.00
5000A	1 Year 8x5 Customer Support Agreement	1			1,350.00	1,350.00
4003	Mutare Remote install and config	1			1,000.00	1,000.00
	Proservices - Mitel/Mutare configuration	1			20,000.00	20,000.00
						45,850.00

MiVB MXe III for Testing						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Business - Core Hardware and Software						
50003560	DUAL T1/E1 TRUNK MMC	1	1,500.00	1,500.00	669.06	669.06
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02
50005105	ASU II	1	700.00	700.00	312.228	312.23
50005731	24 port ONSp card	1	860.00	860.00	383.5944	383.59
50005751	DSP II MMC	1	1,200.00	1,200.00	535.248	535.25



50006271	PWR CRD C13 10A 125V - NA Plug	3	25.00	75.00	11.15	33.45
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR					
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL					
54002701	MiVoice Business License - Analog Ext	12	75.00	900.00	33.45	401.44
54003522	MiVoice Business License -T38 Channel x4	1	550.00	550.00	245.32	245.32
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12
	1 x 54000303 MiVoice Business License - Digital Link					
	1 x 54000497 MiVoice Business XNET					
	1 x 54000540 MiVoice Business IP Networking					
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION					
	1 x 54001130 MCD VOICEMAIL NETWORKING					
	1 x 54001490 MiVoice Business Tenanting					
	1 x 54002949 MiVoice Business Remote Management					
	16 x 54004975 MiVoice Bus License - Enterprise User					
MiVoice Business - Solution Licenses						
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30
54000303	MiVoice Business License - Digital Link	1	1,500.00	1,500.00	669.06	669.06
54005400	MiVoice Business SIP Trunks x10	1	900.00	900.00	401.44	401.44
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46
Software Assurance and Support						
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50
54005196	Stnd S/W Assur MiVoice Business Analog	12	4.00	48.00	3.02	36.29
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73
54005655	Prem S/W Assur MiVoice Bus Analog	12	1.00	12.00	0.76	9.07
Sub Total				19,696.00		8,854.33



vMiVB for Testing							
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended	
MiVoice Business - Core Hardware and Software							
50006271	PWR CRD C13 10A 125V - NA Plug	2	25.00	50.00	11.15	22.30	
54005330	Enterprise License Group	1	1,000.00	1,000.00	446.04	446.04	
54005748	MiVoice Business Virtual for Enterprise	1	1,495.00	1,495.00	666.83	666.83	
MiVoice Business - Solution Licenses							
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30	
54005400	MiVoice Business SIP Trunks x10	1	900.00	900.00	401.44	401.44	
Desktop Devices							
50005711	CORDLESS HANDSET WITH MODULE NA	1	365.00	365.00	162.80	162.80	
50005712	Cordless Headset & Module Bundle NA DECT	1	470.00	470.00	209.64	209.64	
50005914	PKM KIT - 12 KEY (for 85xx/53xx Phones)	1	265.00	265.00	118.20	118.20	
50006441	Bluetooth Handset/Module Bundle	1	250.00	250.00	111.51	111.51	
50006476	5330E IP PHONE	5	400.00	2,000.00	178.42	892.08	
50006591	MiV Video Phone (UC360 Collab Pt Ext)	2	1,695.00	3,390.00	756.04	1,512.08	
50006634	5320e IP Phone (Backlit)	5	330.00	1,650.00	147.19	735.97	
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	2	8.00	16.00	3.57	7.14	
51011571	5304 IP PHONE	5	170.00	850.00	75.83	379.13	
51015131	48VDC ETHNT PWR ADPT 100-240V 802.3af	2	40.00	80.00	17.84	35.68	
51016170	LIVE CONTENT SUITE (5320/30/40/60)	1	0.00	0.00	0.00	0.00	
52002829	Panasonic SP305 Camera Bundle - NA 1 x 51301282 Multi-Port GigE PoE Switch 1 x 51302278 HDMI Cable 25 Feet (FRU) 1 x 51302437 Panasonic HD Network Camera SP305(NA) 1 x 51302439 Panasonic Universal Camera Mount; PUM8 1 x 51302440 Fuji Lens, 3 Mega Pixel Vari Focal Lens	2	1,195.00	2,390.00	1,129.28	2,258.55	
54004891	MiVoice Bus License - HTML Apps x5	1	0.00	0.00	0.00	0.00	
User Licenses							
54004975	MiVoice Bus License - Enterprise User	7	175.00	1,225.00	78.06	546.40	
54005953	Skype for Business Plug-in 1 User	10	0.00	0.00	0.00	0.00	
54006539	UCCv4.0 Entry User for MiVoice Bus x1	4	225.00	900.00	100.36	401.44	
54006542	UCCv4.0 STND User for MiVoice Bus x1	3	325.00	975.00	144.96	434.89	
54006545	UCCv4.0 PREM User for MiVoice Bus x1	3	395.00	1,185.00	176.19	528.56	
MiCollab, MiCollab Client							
54005442	MiCollab Virtual Appliance Includes: .MBG Base. UC Mobile Base. UC Base, NuPoint Base. MCD App Connection Lic (6).	1	995.00	995.00	443.81	443.81	
54005610	MiCollab NPUM MiVBus Mailbox Licensesx10	2	350.00	700.00	156.11	312.23	
NuPoint Unified Messaging							
54001622	NPUM IP Integration (max 4 connections)	1	1,800.00	1,800.00	802.87	802.87	
54001627	NPUM Record A Call	1	0.00	0.00	0.00	0.00	
MiVoice Border Gateway							
54004491	SIP TRUNKING CHANNEL PROXY	10	50.00	500.00	22.30	223.02	
54005339	MiVoice Border Gateway Virtual	1	250.00	250.00	111.51	111.51	
54006839	Mitel Performance Analytics Plus User x1	51	6.00	306.00	2.68	136.49	



Software Assurance and Support

54005197	Stnd S/W Assur MiVoice Business User	7	10.00	70.00	7.56	52.92
54005219	Standard S/W Assur MBG SIP Connect	10	6.00	60.00	4.54	45.36
54005220	Standard S/W Assurance MBG Base	1	25.00	25.00	18.90	18.90
54005222	Stnd S/W Assurance MiCollab Base	1	100.00	100.00	75.60	75.60
54005223	Stnd S/W Assurance MiCollab UM Mailbox	20	3.50	70.00	2.65	52.92
54005419	Stnd S/W Assur Designated License Mgr	1	0.00	0.00	0.00	0.00
54005657	Prem S/W Assurance MiVoice Bus User	7	3.00	21.00	2.27	15.88
54005666	Prem S/W Assur MBG SIP Connect	10	2.00	20.00	1.51	15.12
54005668	Prem SW Assur MiV MBG Base w/Monitor	1	8.00	8.00	6.05	6.05
54005669	Prem SW Assur MiCOLLAB Base w/Monitor	1	30.00	30.00	22.68	22.68
54005673	Prem S/W Assur MiCollab UM Mailbox	20	1.00	20.00	0.76	15.12
54005689	Prem S/W Assur Designated License Mgr	1	0.00	0.00	0.00	0.00
54005755	Stnd S/W Assur MiVoice Bus Virtual Base	1	125.00	125.00	94.50	94.50
54005756	Prem SW Assur vMiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73
54005992	Std S/W Assurance UCC Entry	4	10.00	40.00	7.56	30.24
54005993	Std S/W Assurance UCC Stnd	3	19.00	57.00	14.36	43.09
54005994	Std S/W Assurance UCC Prem	3	27.00	81.00	20.41	61.24
54005995	Prem S/W Assurance UCC Entry	4	3.00	12.00	2.27	9.07
54005996	Prem S/W Assurance UCC Stnd	3	6.00	18.00	4.54	13.61
54005997	Prem S/W Assurance UCC Prem	3	9.00	27.00	6.80	20.41
Mitel OEM Partner Products and Services						
50006622	Audio Y-Cable for RevoLabs Extn Mic Syst	1	40.00	40.00	37.80	37.80
51302468	RevoLabs HD Microphone, Directional (NA)	2	360.00	720.00	340.20	680.40
51302471	RevoLabs HD Dual Chnl Syst (w/o Mic)(NA)	1	605.00	605.00	571.73	571.73
Sub Total				26,244.00		13,834.26

MiCC v8.x for Testing

Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiContact Center Solutions						
52002931	Contact Center Agent x1	5	770.00	3,850.00	343.45	1,717.25
52002935	Contact Center Starter Pack	1	5,720.00	5,720.00	2,551.35	2,551.35
54006786	Contact Center IVR Routing Port x1	5	1,250.00	6,250.00	557.55	2,787.75
54006789	MultiMedia Agent License x1	5	495.00	2,475.00	220.79	1,103.95
54006191	MiVoice Quality Mgt Concurrent User Lic	1	1,000.00	1,000.00	446.04	446.04
54006180	MiVoice Call Rcrd MiTAI Single License x1	1	0.00	0.00	0.00	0.00
54006806	CC Virtual Server	1	2,800.00	2,800.00	1,248.91	1,248.91
Software Assurance and Support						
54006934	CC Premium 24/7 Software Assurance	3060	1.00	3,060.00	0.76	2,313.36
Sub Total				25,155.00		12,168.61



Training						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
53003452	MiCC Supervising Your CC RLL	6	1,799.00	10,794.00	1,700.96	10,205.77
53003455	MiCC Administering Your CC RLL	6	1,799.00	10,794.00	1,700.96	10,205.77
53003458	MiCC MultiMedia Contact Centre RLL	3	999.00	2,997.00	945.06	2,835.19
53003460	MiCC Business Reporter RLL	6	1,799.00	10,794.00	1,700.96	10,205.77
53003462	MiCC Creating Flexible Reports RLL - see also MiCC Call Acc	6	999.00	5,994.00	945.06	5,670.37
53003329	StreamLine Tech Training SS	3	279.00	837.00	175.77	527.31
53003666	Quality Management Administration RLL	3	849.00	5,397.00	699.00	5,102.89
Sub Total				47,607.00		44,753.06

Mitel Streamline (Phybridge)						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
Mitel StreamLine						
50006593	StreamLine Unit - 24 port	5	2,620.00	13,100.00	1,981.98	9,909.90
50006644	StreamLine Dongle II - 6 Pack	5	460.00	2,300.00	413.28	2,066.40
OEM - Distributor Equipment						
907.2676-002	PHYBRIDGE PHYADAPTER	1	166.65	166.65	136.48	136.48
Sub Total				15,566.65		12,112.78

Westin Hotel						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Business - Core Hardware and Software						
50005084	MXe AC POWER SUPPLY	1	500.00	500.00	223.02	223.02
50005105	ASU II	2	700.00	1,400.00	312.23	624.46
50005731	24 port ONSp card	3	860.00	2,580.00	383.59	1,150.78
50005751	DSP II MMC	1	1,200.00	1,200.00	535.25	535.25
50006271	PWR CRD C13 10A 125V - NA Plug	4	25.00	100.00	11.15	44.60
50006431	MXe III Raid Sub-System	1	2,000.00	2,000.00	892.08	892.08
50006489	3300 MXeIII SATA HDD 2pk (Cntr-Server)	1	200.00	200.00	89.21	89.21
50006731	3300 MXe III w/ 1GB RAM Controller	1	3,000.00	3,000.00	1,338.12	1,338.12
52002581	3300 MXe III Expansion Kit	1	2,250.00	2,250.00	1,003.59	1,003.59
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR					
	1 x 50006730 Processor Card-3300 MXe III 1G RAM CNTRL					
54002701	MiVoice Business License - Analog Ext	71	75.00	5,325.00	33.45	2,375.16
54003522	MiVoice Business License -T38 Channel x4	1	550.00	550.00	245.32	245.32
54004973	MiVoice Business Enterprise S/W for 3300	1	3,000.00	3,000.00	1,338.12	1,338.12
	1 x 54000303 MiVoice Business License - Digital Link					
	1 x 54000497 MiVoice Business XNET					
	1 x 54000540 MiVoice Business IP Networking					
	1 x 54000860 (AMC)3300 ADVANCED VOICEMAIL OPTION					
	1 x 54001130 MCD VOICEMAIL NETWORKING					
	1 x 54001490 MiVoice Business Tenanting					
	1 x 54002949 MiVoice Business Remote Management					
	16 x 54004975 MiVoice Bus License - Enterprise User					
MiVoice Business - Solution Licenses						
54000297	MCD Mailbox license	1	50.00	50.00	22.30	22.30
54006839	Mitel Performance Analytics Plus User x1	48	6.00	288.00	2.68	128.46
Software Assurance and Support						
54005195	Stnd S/W Assur MiVoice Bus Base	1	125.00	125.00	94.50	94.50
54005196	Stnd S/W Assur MiVoice Business Analog	71	4.00	284.00	3.02	214.70
54005654	Prem SW Assur MiVBUS Base w/Monitor	1	38.00	38.00	28.73	28.73
54005655	Prem S/W Assur MiVoice Bus Analog	71	1.00	71.00	0.76	53.68
Sub Total				22,961.00		10,402.08

Spare Parts						
Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
MiVoice Business - Core Hardware and Software						
50001754	5485 IP PAGING UNIT	1	685.00	685.00	305.54	305.54
50003560	DUAL T1/E1 TRUNK MMC	3	1,500.00	4,500.00	669.06	2,007.18
50004451	QUAD CIM	2	750.00	1,500.00	334.53	669.06
50005084	MXe AC POWER SUPPLY	2	500.00	1,000.00	223.02	446.04
50005105	ASU II	2	700.00	1,400.00	312.23	624.46
50005184	ANALOG MAIN BRD III	1	600.00	600.00	267.62	267.62
50005683	MXe Fans FRU	1	100.00	100.00	44.60	44.60
50005731	24 port ONSp card	4	860.00	3,440.00	383.59	1,534.38
50005751	DSP II MMC	2	1,200.00	2,400.00	535.25	1,070.50



50005761	3300 Mx e RACK MOUNT BRACKETS	1	100.00	100.00	44.60	44.60
50006271	PWR CRD C13 10A 125V - NA Plug	1	25.00	25.00	11.15	11.15
50006431	Mx e III Raid Sub-System	2	2,000.00	4,000.00	892.08	1,784.16
50006489	3300 Mx e III SATA HDD 2pk (Cntr-Server)	2	200.00	400.00	89.21	178.42
50006727	Mx e III & CX/i II , 1GB RAM Mod Upgrade	1	300.00	300.00	133.81	133.81
50006731	3300 Mx e III w/ 1GB RAM Controller	2	3,000.00	6,000.00	1,338.12	2,676.24
52002581	3300 Mx e III Expansion Kit	2	2,250.00	4,500.00	1,003.59	2,007.18
	1 x 50001247 3300 - 128 CH. ECHO CANCELLOR					
	1 x 50006730 Processor Card-3300 Mx e III 1G RAM CNTRL					

Desktop Devices

50005230	5300 SERIES WIDEBAND HANDSET (25 PA	1	500.00	500.00	223.02	223.02
50005300	24VDC IP PWR ADPT 100-240V 50-60HZ{	2	40.00	80.00	17.84	35.68
50005712	Cordless Headset & Module Bundle NA DECT	2	470.00	940.00	209.64	419.28
50005914	PKM KIT - 12 KEY (for 85xx/53xx Phones)	1	265.00	265.00	118.20	118.20
50006476	5330E IP PHONE	1	400.00	400.00	178.42	178.42
50006580	MiV ConferencePhone(UC360 CollabPt InRm)	1	1,195.00	1,195.00	533.02	533.02
50006634	5320e IP Phone (Backlit)	1	330.00	330.00	147.19	147.19
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	4	8.00	32.00	3.57	14.27
51011571	5304 IP PHONE	1	170.00	170.00	75.83	75.83
51015131	48VDC ETHNT PWR ADPT 100-240V 802.3af	1	40.00	40.00	17.84	17.84
51301151	Gb 802.3at Pwr Adptr Unvrsl 90-264Vdc C8	1	120.00	120.00	53.52	53.52
51302676	Universal Power Adapter+4 Plug	1	90.00	90.00	85.05	85.05
51302677	Revolabs Mic Battery Unvsl	1	40.00	40.00	37.80	37.80
9132-800-208-NA	HANDSET CORD 3.0M 25PK DARK GREY	1	110.00	110.00	49.06	49.06

Mitel StreamLine

50006593	StreamLine Unit - 24 port	1	2,620.00	2,620.00	2,145.78	2,145.78
50006601	StreamLine Power Supply	1	530.00	530.00	434.07	434.07

Mitel OEM Partner Products and Services

50006622	Audio Y-Cable for RevoLabs Extn Mic Syst	1	40.00	40.00	37.80	37.80
51302468	RevoLabs HD Microphone, Directional (NA)	1	360.00	360.00	340.20	340.20
51302471	RevoLabs HD Dual Chnl Syst (w/o Mic)(NA)	1	605.00	605.00	571.73	571.73

Sub Total

			39,417.00	19,322.71		
Total			3,058,575.72	1,831,658.43		

Total

Additional charges, not included above

Implementation Proservices	481,208.00
1 Year Hardware Warranty	71,393.60
	552,601.60

Subtotals by type

Hardware	794,959.80
Software	775,297.05
Software Assurance	117,655.68
Hardware Warranty	85,332.16
Professional services	611,015.34

Grand Total

2,384,260.03

Pricing for Potential Future adds

Part	Description	Qty	List	Ext. List	Sale Unit	Sale Extended
54006651	MiV Conf. Phone to Video Phone Upgd Lic	0	750.00	0.00	334.53	0.00
54006724	MiV Salesforce Integr Adv a la Carte x1	0	215.00	0.00	95.90	0.00
54006332	STD SWAS-MiVoice SFDC	0	15.00	0.00	11.34	0.00
	Professional services - Technican per hour	0	150.00	0.00	100.25	0.00
	Professional services - Project Manager per hour	0	150.00	0.00	100.25	0.00
	Professional services - Trainer per hour	0	150.00	0.00	100.25	0.00
	Professional services - Senior Technician per hour	0	200.00	0.00	133.67	0.00
	Professional services - Architect level per hour	0	295.00	0.00	197.16	0.00
50006767	6920 IP Phone	0	295.00	0.00	170.98	0.00
50006769	6930 IP Phone	0	410.00	0.00	237.64	0.00
50006770	6940 IP Phone	0	550.00	0.00	318.78	0.00
50006763	69xx Bluetooth Handset	0	150.00	0.00	117.18	0.00
50006874	M695 PKM	0	200.00	0.00	156.24	0.00
51304977	WLAN Adapter (NA)	0	225.00	0.00	212.63	0.00
51005172	PWR CRD C7 2.5A 125V-NA PLUG NON POLRIZD	0	8.00	0.00	4.64	0.00
	Per messaging recipient (SMS and/or Email)					



51100113	MMN EMAIL ADD QTY 0+	0	4.00	0.00	1.80	0.00
51100114	MMN EMAIL ADD QTY 250+	0	3.40	0.00	1.53	0.00
51100115	MMN EMAIL ADD QTY 500+	0	2.70	0.00	1.22	0.00
51100116	MMN EMAIL ADD QTY 1K+	0	2.10	0.00	0.95	0.00
51100117	MMN EMAIL ADD QTY 2K+	0	1.60	0.00	0.72	0.00
51100118	MMN EMAIL ADD QTY 5K+	0	1.10	0.00	0.50	0.00
51100119	MMN EMAIL ADD QTY 10K+	0	0.70	0.00	0.32	0.00
51100120	MMN EMAIL ADD QTY 25K+	0	0.50	0.00	0.23	0.00
		0				
51101567	SMS Service & Keyword Annual Fee* (this + bundle below)	0	1615.00	0.00	726.75	0.00
51101568	SMS MSG Bundle Starter 3k msgs*	0	997.50	0.00	448.88	0.00
51101569	SMS MSG Bundle Starter 10k msgs*	0	1615.00	0.00	726.75	0.00
51101570	SMS MSG Bundle Starter 50k msgs*	0	4750.00	0.00	2,137.50	0.00
51101571	SMS MSG Bundle Starter 100k msgs*	0	7600.00	0.00	3,420.00	0.00
	Training - full certification package for 1 (add qty 1 of 14 items below)					
53003032	MiVB Core I&M LL	0	2,195.00	0.00	1,382.85	0.00
53003339	MiVB NCR I&M RLL	0	2,295.00	0.00	1,445.85	0.00
53003114	MCD for ISS Server I&M Self-Study	0	279.00	0.00	175.77	0.00
53003357	MCD Standalone ACD I&M Remote	0	1,299.00	0.00	815.91	0.00
53003116	MiCollab I&M SS	0	495.00	0.00	311.85	0.00
53002974	NuPoint Unified Mess I&M LL	0	2,195.00	0.00	1,382.85	0.00
53003090	MITEL BORDER GATEWAY I&M SS	0	695.00	0.00	437.85	0.00
53003450	MiCC Installation & Maintenance RLL	0	2,295.00	0.00	1,445.85	0.00
53003458	MiCC MultiMedia Contact Centre RLL	0	999.00	0.00	945.06	0.00
53003460	MiCC Business Reporter RLL	0	1,799.00	0.00	1,700.96	0.00
53003462	MiCC Creating Flexible Reports RLL - see also MiCC Call Acc	0	999.00	0.00	945.06	0.00
53003031	Mitel Perf Analytics I+M SS	0	1,495.00	0.00	941.85	0.00
53003329	StreamLine Tech Training SS	0	279.00	0.00	175.77	0.00
53003676	MiVCallRecording - Using Quality Management RLL	0	1,799.00	0.00	1,700.96	0.00
54005381	MiCCClient Licnse - Federation Adv Server	0	0.00	0.00	0.00	0.00



Acceptance and Signature

Accepted and Agreed as of the ___ day of _____, 2017.

Denver International Airport:

Signature: _____

Name and Title: _____

Organization: _____

Signature: _____

Name and Title: _____

Organization: _____

Electric Lightwave Holdings, Inc.

Signature: _____

Name and Title: _____

Organization: _____





























































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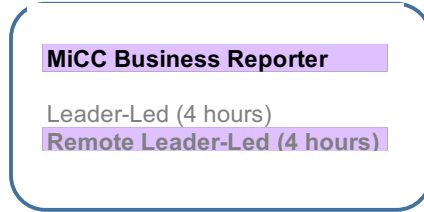
SOW Attachment A5
Mitel Learning Maps for New Trainees

MiContact Center End User 7.0 Training Courses Learning Map
("MiCC End User")



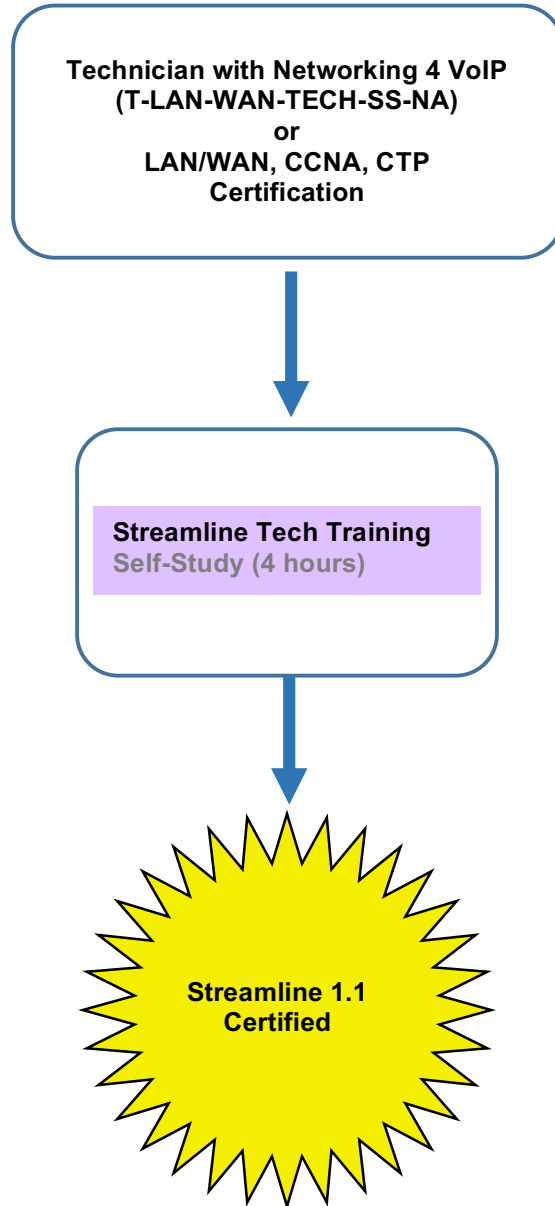


**MiContact Center
Call Accounting**





Streamline Certification Learning Map ("Strmln")





SOW Attachment A6 - Active Directory Requirements

Configure Active Directory Authentication

DEN can configure Active Directory Authentication to allow your MiCollab IDS users to use their directory server credentials (domain name and password) to log into the following MiCollab end-user interfaces:

- End User Portal
- Audio, Web and Video Conferencing accounts
- MiCollab Client to MiCollab Audio, Web and Video Conferencing collaboration launch (authenticated by MiCollab Audio, Web and Video Conferencing)
- Thick Windows desktop client
- Web client
- All currently supported MiCollab Client mobile clients.

In order for this configuration to operate properly, the following conditions apply:

- IDS Integration must be configured (enabled) on MiCollab.
- Synchronization is required for authentication in MiVoice Business integrations.
- DEN should not enable **Authentication only** in MiVoice Business integrations.
- The Mitel Certificate Authority (CA) must be installed on directory server.
- Periodic synchronizations must be enabled.
- Active Directory authentication is only supported across a single directory service domain.
- The MiCollab domain must be distinguishable from the directory server domain.
- Active Directory authentication is only supported for MiCollab user interfaces; it's not supported for administration interfaces (for example, MiCollab server manager). Also, it is not supported for MiVoice Business user interfaces (for example the MiVoice Business Desktop Programming Tool).
- If Active Directory authentication is configured, users cannot log in with their MiCollab user names and passwords. They must use their directory server credentials.
- Users of the MiCollab End User portal or MiCollab Clients (Desktop Client, Web Client, PC Client, Mobile Client and the Web portal page) cannot change their Active Directory (AD) password. See Change Password Restrictions.
- If connectivity to the directory server is lost, then users will not be able to log into the MiCollab clients. The user credentials are not cached in MiCollab.
- Active Directory v3 authentication is supported.
- If a user does not enter a directory server domain, the system attempts to log the user into the interface using the MiCollab domain.
- To support Active Directory authentication, a MiCollab user must have his or her IDS Manageable option enabled and must be paired with an entry in the directory server. These users will have their password options in the MiCollab applications disabled.
- If you disable the IDS manageable option for a user, Active Directory authentication will cease to function for that user. You must reset the user's password from the USP application. Then send a Welcome E-mail to the user to inform him or her of the password change.



Note: If MiCollab Audio, Web and Video Conferencing has previously been configured to use LDAP and is now using MiCollab IDS Users and Services, you must first delete the users from MiCollab Audio, Web and Video Conferencing and create new users under MiCollab Users and Services.

Configuration Steps for Active Directory Authentication

1. Install the Mitel Certificate Authority (CA) on the directory server.
2. Reboot the directory server.
3. If you are configuring authentication for a MiVoice 5000 integration:
 - Log into the MiVoice 5000 Management Portal (MMP) or the MiVoice 5000 Manager.
 - Access the **Telephony Service > Subscribers > Terminals and Applications > MiCollab > Connections** menu.
 - Check the **Windows Login for Authentication** box.
4. Log into the MiCollab server manager.
5. Under **Configuration**, under **Integrated Directory Service**, click **Edit** next to the domain. The IDS Connection page opens for the directory server.
 - If a secondary directory server is configured for the domain, authentication requests are automatically directed to the secondary server if the primary is unavailable.
 - Secure authentication requests are required as part of the IDS connection. Set the **Connection Method** to either TLS or SSL. The **Connection Method** cannot be Unsecured.
 - You can only enable Active Directory Authentication on a single domain. Before you can select a different domain, you must first disable the currently selected domain.
7. Check the **Enable authentication** box. Do not check the **Enable authentication** box for MiVoice 5000 and Generic LDAP integrations.
8. Click **Save**. Active Directory authentication does not take effect until after the next periodic synchronization occurs.
9. Click **Sync**.
10. After the synchronization is complete, verify that you can log into a user's End User portal using the user's directory service credentials.
11. The system sends a Welcome Email to all users that you have configured for Active Directory Authentication. The Welcome Email informs the users that they must use their directory server credentials to log into their application interfaces.

Disabling Active Directory Authentication

If you disable Active Directory authentication, users will no longer be able to log into their MiCollab user interfaces using their directory server credentials (domain name and password). You must set a MiCollab temporary replacement password to allow them to log into the MiCollab user interfaces. A user's directory service domain password is not affected by this replacement password.



1. Log into the MiCollab server manager.
2. Under **Configuration**, under **Integrated Directory Service**.
3. Click **Edit** for the desired domain.
4. Clear the **Enable authentication** option.
5. Click **Save**. You are prompted to enter a replacement password for the users.
6. Enter and confirm the password and then click **Save**. A Welcome E-mail which includes the replacement password is sent to the select users.
7. After initial login with this temporary replacement password, users are prompted to change it.

Change Password Restriction

Users of the MiCollab End User portal or MiCollab Clients (Desktop Client, Web Client, PC Client, Mobile Client and the Web portal page) cannot change their Active Directory (AD) password.

There are some situations where an AD password change is enforced by the AD server. Whenever this is the case, users cannot fulfill the request of changing the password from the MiCollab Clients; therefore, they cannot login until they change their password from an Active Directory terminal (for example, from their Windows PC). After their login and password is changed, users are once again able to login via the MiCollab End User portal or MiCollab Client.

The following activities trigger a password change which cannot be automatically resolved from the MiCollab Clients:

- A password lifetime policy which requires the password to be changed within a predefined interval. This is only an issue for the user if the password expires before it is changed on another Active Directory terminals. Windows normally warns a user several days before the password needs to change.
- A new user is created on the AD server and the "User must change password at next logon" is set (see screen below). In this case the user must first log into a terminal which allows a password change.

The admin resets the password on the AD server and the "User must change password at next logon" option is enabled.

SAML for authentication is not supported.



SOW Attachment A7 - Mitel Mass Notification

MMN Base-pack

The MMN Standard Platform provides the core software and functionality of the MMN system for medium to large deployment sizes. Delivered on an installation DVD or VM ISO file (license keys shipped separately), the MMN software functionality includes:

- MMN Notification System and operating system
- Contact and group management system
- Saved broadcast templates
- Scheduled broadcasts including advanced scheduling
- Live and historic reporting
- Map-based paging and configuration interfaces
- Dial-in initiation capability for phone-access
- Full administration and management interfaces
- Find-Me calling feature
- CSV Import Engine

The Standard Platform installs onto a dedicated server or Virtual VMware or HyperV environment, provides an installer that includes the operating system (Linux-based), is highly scalable, and provides a base for required contacts and delivery medium feature capability. The platform is available in select languages with the additional purchase of appropriate language packs. The standard platform scales to the following maximum contact and port licenses:

- 300 SIP audio ports
- 10,000 voice seats
- 1,000 paging device and/or BlazePoint seats
- 30,000 email/SMS seats
- 5,000 PC alerts and/or HTML phone seats
- Unlimited Conference ports
- 15 Campaign Dialing ports

Each MMN "Phone Voice" seat license allows one numeric phone number to be stored in the MMN system for use as either Voice Calling and/or a Set Paging endpoint (see descriptions of each feature below). A "phone number" is any number that MMN is configured to be able to reach for Voice Dialing or Set Paging (mobile phone, landline, PBX set, or other similar device).



Additional Licensing

Voice Dialing

Via a SIP Audio port connection, MMN “rings” the target PSTN or internal phone with an interactive IVR and audio message. Recipients interact with MMN via DTMF (pressing digits). Voice messages are saved for re-use in accordance with Exhibit B, “Managed Services Scope of Work.” Features of Voice Dialing include:

- Standard, or Customized greeting messages. The Greeting Message is the first audio heard by the recipient, and is used to identify the organization and system as appropriate. Separate Emergency and Standard priority greeting messages can be recorded.
- Delivery Confirmation. Recipients are able to acknowledge the receipt of the message when prompted by pressing a digit directly on their phone.
- Opt-in Conference. With available Conference Ports and the feature selected, recipients are able to join a conference immediately via pressing a key.
- Voicemail delivery. MMN will auto-detect and deliver the voice message to the voicemail system when possible. NOTE: No voicemail delivery system is able to accurately detect all voicemail systems.

Phone/Set Paging

Via a SIP Audio port connection and feature availability on the PBX and/or target device, MMN “pages” the target internal phone with the intended audio message. Device support includes select SIP, Digital, and Analog devices where available (configuration must support the set-page or auto-answer feature).

Audio messages “paged” across a selection of Phones/Sets, IP speakers, and/or analog devices are played simultaneously (group size may be limited by available infrastructure). Recipients are not able to confirm or acknowledge hearing the page. Failures to connect to the device/group will be reported. Voice messages are saved for re-use when not a “live page”.

One Phone Voice seat license is required per number. Phone numbers are manually entered or imported into the system. Duplicate numbers each require a unique Phone Voice license. SIP Audio ports are required per concurrent line or device to be called/paged. Additional third-party licenses may be required and are not included (such as PBX SIP Trunk or SIP Device licenses). A person (contact) can be associated with multiple phone numbers.

EMAIL/SMS Addresses

Each MMN “Email Address” seat license allows one email address to be stored in the MMN system for use in email alerts. The number of Email seat licenses determines how many total email addresses can be stored in the MMN system to receive emails.

No ports are required for this feature. One Email Address seat license is required per address, duplicate email addresses each require a unique Email Address seat license. Email addresses are manually entered or imported into the system. Authenticated connectivity to a 3rd party SMTP server is required for email notification.



Phone HTML

Each MMN “Phone HTML” seat license allows one HTML- or XML-capable phone device registration on the MMN system for pushing alerts to the displays of and receiving user acknowledgement from select phones.

Recipients are able to acknowledge receiving the message directly from the phone via soft key. No SIP ports are required for this feature. If insufficient licenses are available on MMN, devices will successfully register on a first-come, first-served basis.

Each MMN “Desktop Client” seat license allows one Mitel Desktop Client (see detail below) registration on the MMN system. The number of Desktop Client seat licenses determines the total number Desktop Clients that can be registered to the MMN system at any time to receive notifications.

MMN Desktop Client

The MMN Desktop Client is a Mitel software application for installation onto a network-connected workstation or laptop that is able to receive notifications from the MMN system. The client will display a top-most alert window on notification, and release this alert when either a) The alert is acknowledged by the computer user, b) The alert is released by the MMN administrator, or c) The connection to MMN (i.e.: network connection) is lost.

Key features include:

- **MSI Installer.** Windows client available as a MSI-installer package that can be run manually or automatically (via 3rd party network management tool, not included).
- **Alert Size Selection.** Either full-screen or popup notification sizes. Pop-up alerts cover approximately 70% of the target screen.
- **Locking Alerts.** Administrators can enable the client to temporarily lock the recipient’s desktop with message displayed by disabling the mouse and keyboard. Used for critical notifications and to enforce evacuations.
- **Smart Grouping.** Desktop client groups configured to auto-include registered clients based on network or computer information.
- **Auto-include.** Clients connecting to MMN that qualify for an alert already in progress will be notified immediately upon connection to MMN.

No ports are required for this feature. If insufficient licenses are available on MMN clients will successfully register on a first-come, first-served basis. A MMN-branded Desktop Client MSI installer is included with purchase of Desktop Client seats; Customizations of the Desktop client (including network localization, branding, or functional modifications) are available as an additional service.

Paging Device

Each MMN “Paging Device” seat license allows one SIP-based paging endpoint registration to the MMN system for paging the connected device or system. Example SIP-based paging endpoints include third-party IP speakers, SIP-to-Analog audio gateways, SIP IP speakers registering as a generic SIP endpoint, or other such devices that register directly with MMN These devices do not included 3rd party paging systems connected via another device (such as a legacy paging system connected to a PBX at extension x8001; this device would require a Phone Voice seat).



If using SIP IP Speakers, this license is not required. Instead, please use a MMN Management Seat license for each device.

SIP Audio Ports, one per concurrent caller performing voice recording or live paging, are required for this feature. Paging Devices SIP-register with MMN directly, do not use MMN SIP Ports directly, and do not require licenses on 3rd party systems in typical configurations. Additional third-party licenses may be required and are not included (such as the Mitel HTML Toolkit license for Mitel 53xx phones). If insufficient licenses are available on MMN devices will successfully register on a first-come, first-served basis.

Conference Port

Each "Conference" Port license corresponds to one concurrent conference participant and associated audio connection on MMN Each Conference Port. Conference mixing is done on the MMN server, and does not rely on a 3rd party conference server. The number of available Conference Ports determines the maximum number of simultaneous voice dialing recipients that can be participating in conferences on the system at any given time.

Features include:

- Dial-out conferencing
- Reservation-less
- Unlimited number of conference rooms

Auto Dialer

Each "Auto Dialer" license corresponds to one concurrent, automated call made through the MMN Auto Dialer as well as email or SMS text engine. The Auto Dialer engine enables MMN to personalize each message sent to a contact recipient with customized information including their name, date, amounts, and other customizable information embedded (drawn from an external table or data source).

Tasks can be scheduled for automated sending. Voice messages are translated from text using text-to-speech. The number of Dialing Ports is equal to the number of simultaneous automated phone calls that can be made through MMN at any given time. Each Campaign Port includes one Text-to-Speech Translator (to use Text-to-Speech for general purpose broadcasts, please see the feature MMN Text-to-Speech Engine).

Text-to-Speech

The MMN Text to Speech (TTS) license enables the MMN Text-to-Speech Engine for general purpose paging or voice-dialing broadcasts (allows users to directly translate text into a voice messages with MMN natural sounding voice). This Text-to-Speech Engine comes with one TTS voice personality but others are available.

SMS

The MMN SMS enables the MMN platform to perform notifications via SMS. This is a subscription based service and includes a licensing component for the number of messages to be sent during a 12 month period.



SOW Attachment A8 – Project Management Checklist

Some elements of the following checklist are optional depending on the level of service purchased. Company and DEN will work together to confirm which options are applicable prior to starting each phase of the implementation. Each applicable task must then be checked (✓) as completed and verified by Company's lead project manager. The Company Project Manager is ultimately responsible for creating and maintaining the master project schedule, including all critical milestone dates associated with the project.

1. Planning

- Company completes the pre-installation VoIP site survey with DEN's assistance
- Company completes the data network assessment
- Company orders all miscellaneous installation materials
- Company leads and conducts the initial Denver International Airport team meeting
 - Company project planning meeting held between Company sales, engineering and DEN
 - Company finalizes the Scope of Work for DEN installation
 - Company assigns the full project management team to DEN
 - Company introduces the full project team to DEN
 - Company holds a joint DEN / Company team meeting. Equipment and integration partners attend. Company reviews the master plan with DEN, including dates, deliverables, roles and responsibilities finalized
 - Company reviews the schedule of equipment and services with DEN
 - Company reviews the critical implementation milestone activity with DEN
 - Company contacts DEN with the expected delivery dates for all equipment
 - DEN identifies and makes available the storage area at the Airport for equipment delivery
 - DEN issues all SIP and network services orders
 - DEN reviews all SIP and network services orders with Company project team
 - DEN sends all applicable floor plans to the Company project team lead
 - Company presents the design process and design expectations to DEN
 - DEN and Company obtain IP addresses for controller and IP sets
 - Company reviews Layer 2 switch settings with DEN
 - Company reviews station and voice mailbox design forms and their requirements with DEN
 - Company and DEN secure a mutually agreeable cut-over date
 - Company and DEN determine a system "embargo" date for DEN change orders
 - Company and DEN confirm training schedule



Carrier and Network Services Confirmed

- Network service audit and verification (must be performed prior to DEN network services order)
 - Company verifies and confirms existing services and circuits are accurate according to DEN documentation provided
 - Company and DEN determine order requirements by indicating type and quantity of services
 - DEN submits the order to Company
 - Company places orders internally and with other network service providers
- Main Distribution Frame (MDF) layout for Mitel system is scheduled for installation
- New cable (station, house, riser closets) installation is scheduled based on configuration
- Some of the Loop Start (LS) trunk ports in the analog gateways will be used to facilitate trunk survivability from the Airport Office Building (AOB) analog gateways (as ONS ports) to outlying analog gateways (as LS ports),

2. Design

- Company follows up internally and with other Network Service Provider(s) order(s) submitted
- Company completes two copies of the DEN-provided floor plans, identifying locations of all telephones and peripheral devices
- DEN signs off on floor plans
- Company reviews the Station Information and Voice Mailbox Design Forms as completed by DEN
- DEN signs off on Station Information and Voice Mailbox Design Forms as complete and accurate
- Company performs DEN Data Entry on MIVB and voice messaging system according to the information documented on the Station Information and Voice Mail Box Design Form
- Company prepares telephone designation labels, where applicable
- DEN identifies and provides Company detail of all interfaces and peripherals supported in each legacy gateway; e.g. LS trunks, paging, analog stations, contact relays, loud bells, etc.

3. Installation & Configuration

Equipment Delivery

- Company and DEN identify equipment inventory and discrepancies
- DEN signs off on the Notification of Equipment Delivery Form
- DEN stores equipment in a safe and secure location

Optional Hardware (if hardware is provided and install option purchased)

- Company installs and fastens equipment racks and shelves
- Company installs inline power units



- Company installs power bar(s)
- Company installs patch panel(s) for miscellaneous equipment

Mitel Virtual MiVBs (VMiVBs) – Hub Configuration

- Company powers and installs MIVB or VMIVB
- Company applies software update or upgrade (if applicable)
- Company enables dimension and feature options based on configuration
- Company and DEN create authorization profiles
- Company applies resiliency methodologies
- Company tests connectivity and QoS
- Company reviews security with DEN security team
- Company applies system software and enters configuration
- DEN and Company change system passwords
- Company sets the correct time and date

Mitel MIVB Gateways – Spoke Configuration

- Company installs and powers gateway
- Company applies software update or upgrade (if applicable)
- Company enables dimension and feature options based on configuration
- Company and DEN create authorization profiles
- Company applies system software and enters configuration
- DEN and Company change system passwords
- Company and DEN configure the resiliency settings

Network Services

- Company installs embedded trunk modules (ETMs)
- Company installs fiber patch cables
- Company installs and labels cables for the ETMs
- Company applies power to ETMs

Analog Services

- Company installs the ASU
- Company installs the CIM cable
- Company applies power to ASU

Enterprise Voice Messaging

- Company installs the system in traditional or VMware environment



- Company applies the software and options
- Company creates and programs the user profiles including all auto attendant scripting as provided by DEN
- Company creates, programs and tests the individual department profiles
- Company completes testing

Voice Mail

- Company enables on board embedded voice mail (wherever applicable)
- Company documents use of embedded voice mail (example: RADs or ad hoc call recording)

Optional Applications – MiCollab, Call Accounting, other items

- Company installs standard servers or assists with Virtual Server installation
- Company works with DEN to ensure that firewall and security needs are met
- Company applies power
- Company tests connectivity and QoS
- Company reviews security layout with DEN

Other

- Company installs and configures remote maintenance package
- Company configures, installs and connects the embedded VM RAD
- Company/DEN installs the UPS and battery packs and applies power to all
- Company/DEN configures and tests all failover and resiliency
- DEN signs off on completed testing for failover and resiliency
- Company enables station message detail recording (SMDR)
- Company installs Music On Hold interface
- Company installs loudspeaker paging interface
- Company connects the Night Bells, if applicable
- Company connects the call accounting interface
- Company configures the new MiVB Survivable Gateways to support interfaces and peripherals documented in the Design & Programming Phase

Documentation

- Company generates site records from various databases and design documents
- Company amends blue prints, diagrams and floor plans to reflect any as built changes
- Company documents special assemblies



4. Pre-Cut Testing

Company will develop a formal test plan in collaboration with DEN. It is expected that this test plan will cover both performance of functionality as designed/ configured and through testing of redundancies and failovers.

- Company activates programmed reboot
- Company backs up database and hard drive
- Company conducts UPS hold tests where applicable
- Company verifies ARS (all CORs, routes, lists, etc.)
- Company tests network services (PSTN, SIP, IP)
- Company tests the redundancy and resiliency of all systems
- Company tests network connectivity (private network)
- Company tests all system features
- Company verifies station Class of Service (COS)
- Company verifies station Class of Restriction (COR)
- Company tests all applications
- Company tests voice messaging system function, applications and integration as required
- Company runs systems in “dual mode” for at least one week prior to cutover
- Company and DEN conduct a pre-cut “all hands” team meeting
- Company and DEN review contingency plans and individual responsibilities
- Company and DEN test an example of each unique gateway interface to certify desired functionality

5. Training

- DEN approves employee training content
- DEN approves training schedule
- DEN and Company prepare the training rooms
- DEN and Company complete the training checklist(s)
- Company records the attendance at each training session
- Company forwards the attendance record (original) to DEN, and retains a copy for Company records

6. Cut-Over

- DEN/ Company performs station patching and cross connects
- Company places and tests telephone sets with DEN placing where needed due to security or access needs.



- Company places and tests telephone sets and peripheral devices (if purchased)
- Company and DEN confirm network connectivity with all network service providers' central offices
- Company performs the database backup
- Company performs the site cleanup
 - Company removes all excess installation materials
 - Company tags and returns defective equipment, if applicable
 - Company removes all cable scrap in communications room and riser closets
 - Company removes all packaging materials
 - Company cleans all work area floors
- Company prepares on-site job books with masters to include (at a minimum but not limited to) the following documents, and left in the communications room for future reference and primary contacts:
 - As built drawings
 - Cable and extension numbers
 - Peripheral devices
 - Patch Panel, MDF records and cross connect records
 - Training attendance records
 - Station and voice mailbox call flow and scripting information design forms
 - Network service information (LOA, orders)
 - Network and solution diagrams (including circuit information) updated to match as built
 - Disaster recovery documentation updated to match as built and procedures
 - Technical documentation
 - CDE print or copy to disk
 - Flowcharts, data infrastructure, disaster recovery back up plans
 - As built VoIP network diagrams
- Company communicates cut-over status and success to the DEN team
- Company prepares and submits notification of cut-over form to DEN with a copy forwarded to Company's lead project manager.

Security and Emergency Dialing

- Company verifies that all procedures for security have been followed during CDE entry to minimize the possibility of abuse or attacks
- Company assures that the following areas have been reviewed to minimize the possibility of abuse externally and by internal users
 - External call forwarding, trunk-to-trunk connection without a third party, 1-800 & 1-900 numbers



restricted for all extensions unless authorized by DEN in writing

- ARS digit string
- Class of Restriction (COR) group assignment
- Trunk COR
- Direct-Inward-System-Access (DISA) and Dial-In-Trunks if applicable
- Auto attendant
- Any type of interfaced voice mail and auto attendant
- Voice and data integration and networking
- Internal fraud
- System speed call
- 911 emergency access for all locations during regular and failover modes
- Hardened systems
 - Passcodes
 - Confirm all levels of passcodes have been changed from the defaults to those matching other DEN standards for on-going compliance and system testing
- DEN acknowledgement of security precautions reviewed with Company
- DEN confirms through signature that the above precautions have been demonstrated

Support Services Performed

- Company sets up helpdesk telephone requirements in DEN designated and prepared area
- Company and DEN establish access policies
- Company incorporates helpdesk support access into training materials
- Company hires staff to man the helpdesk if needed
- Company ensures the availability of additional on-site staff for post cutover support
- When agreed by DEN, Company disassembles the helpdesk and removes from system programming
- Company completes system administration overview training
- Company provides post cut-over support
- Company moves all physical interfaces from legacy gateways to the MiVB Survivable Gateway



Exhibit B - Managed Services Scope of Work

THIS MANAGED SERVICES SCOPE OF WORK ("SOW") is entered into this _____ day of _____, 2017 ("Effective Date"), by and between the Denver International Airport ("Buyer" or "DEN") and Allstream Business US, Inc. by and through its wholly owned subsidiaries ("Allstream" or "Company"), successor to Allstream Holdings, Inc. Reference is hereby made to that certain fully executed Project Services Agreement Contract Number: 201523312 – Unified Communications Platform, between DEN and Company, dated and effective as of _____ (the "Agreement"), which this SOW is subject to and made a material and enforceable part of. Capitalized words or terms not specifically defined herein shall have the same respective meanings which are ascribed to such words or terms in the Agreement. In the event of a conflict between the terms and conditions of this SOW and the terms and conditions of the Agreement, the terms and conditions of the Agreement shall control, except and to the extent that the Parties specifically express their intent herein for a particular provision to supersede a contrary provision in the Agreement.

Services – Managed UC Overview

Allstream

Company provides Managed Unified Communications ("Managed UC") consisting of 24x7x365 remote proactive monitoring and notification on availability, health and performance data between DEN premises and datacenter-located UC network components, including voice gateways, application servers, and IP phone sets, on an end-to-end, call-by-call basis.

Managed UC includes framework-based Incident Management, Change Management, and Performance Management processes (all as described in the table below). 24x7x365 support is provided to remediate mission-critical incidents. Allstream will provide on-site response to the main location of Denver International Airport at 8500 Pena Blvd, Denver, CO 80249 in addition to Allstream cloud datacenter locations.

DEN must keep all annual maintenance and software assurance agreements current and in good standing as a condition of Company's performance under this Exhibit B.

Definitions

See also Attachment A1, "Glossary," to Exhibit A.

"Service Lead," means Allstream's senior managed service employee assigned to this project.

"BoM," means Bill of Materials, Attachment A4 to Exhibit A, Implementation Scope of Work

"Company Project Manager," shall mean the Company's designated individual leading the Project for the Company.

"Company Project Team," shall mean the employees, contractors, agents of Company assigned, associated with, or contributing to, the Project.

"Product," means the products identified in Exhibit A, Implementation Scope of Work and the materials defined in the first tab/sheet in Attachment A4 - Bill of Materials & Pricing.



Scope of the Service

If an activity or deliverable is not listed as in scope, it should be considered out of scope for the Service (as defined below).

Company will provide the following services (“Service(s)”):

Activities & Deliverables	Managed UC
<p>Availability, Health and Performance Monitoring</p> <ul style="list-style-type: none"> • 24x7x365 proactive availability, health and performance monitoring of <ul style="list-style-type: none"> ○ Mitel Call Control ○ Mitel Application Servers, as detailed in the Solution Diagram ○ Attachment A SOW, Exhibit 2 BOM, and Exhibit 7 MMN 	Included
<p>Self-Serve Reporting</p> <ul style="list-style-type: none"> • 24x7x365 self-serve reporting on managed UC equipment and application availability, health and performance via Mitel Performance Analytics 	Included
<p>Tier 1 Support</p> <ul style="list-style-type: none"> • Available M-F 8 AM – 5 PM MT accessed via any of the following: <ul style="list-style-type: none"> ○ On site Allstream Technician ○ Off Site Allstream Service Lead, Technician ○ By calling the dedicated Allstream Account Manager ○ By calling 1 888 733 5744 • Taking support calls from the DEN’s in-house helpdesk staff • Performing preliminary remote triage • 24x7x365 support to remediate mission-critical incidents 	Included
<p>Tier 2 Support</p> <ul style="list-style-type: none"> • Troubleshooting/diagnosing and resolving detected and reported incidents • Escalating Service issues via defined escalation process (where applicable) • 24x7x365 support provided to remediate mission-critical incidents as defined in Priority definitions section. 	Included
<p>Tier 3 Support</p> <ul style="list-style-type: none"> • Taking escalations from Tier 2 Support • Escalating Service issues via defined escalation process (where applicable) • 24x7x365 support provided to remediate mission-critical incidents as defined in Priority Definitions Section. 	Included
<p>Vendor Support (where required)</p> <ul style="list-style-type: none"> • Interact with original equipment manufacturer to perform incident resolution for Products identified in Exhibit A and the BoM. 	Included
<p>Managed Services - Adds, Moves and Changes (“MAC”) See timeframes in Table 2.0 – “Managed Services Delivery Time Frames Defined by Activity Type”</p> <ol style="list-style-type: none"> 1) MAC will fall into the following 3 Categories: <ol style="list-style-type: none"> a. White - Routine frequent MAC will be provided by DEN staff. Examples: name changes, 911 updates, extension adds b. Grey - Routine but more complex, MAC these will be provided by Company, but at DEN discretion, Company will train DEN to make these changes and DEN can perform MAC, at their discretion, to improve efficiencies. Examples: Simple IVR call routing. 	Included



Activities & Deliverables	Managed UC
<p>c. Black - Complex MAC, these MAC will always be performed by Company. Examples: Trunk groups, Call Routing.</p> <p>2) Programing request will fall into 3 categories:</p> <ul style="list-style-type: none"> a. Regular programming/configuration – this is for normal changes in business needs that require a technician level reprogramming. This also covers Company providing assistance to DEN employees that are learning the administrator level functionalities of the Mitel solution. b. Project programming/configuration - defined as needing more than 2 hours of programming time for a request, or group of related requests will be considered an ‘in-scope project’. The reprogramming will be for licenses and capabilities that are included in the BoM and this SOW. c. New Special Project programming/configuration – defined as programming relating to new licenses and/or capabilities. This is outside the scope of this support and will be quoted separately as one-off professional services <p>3) Hours of Support – Company will have on-premise technical resource and an off-premise Service Lead and Technical resource on staff 8 hours a day, 5 week days, except holidays performing MAC work and routine maintenance of the system. Company also provides off premise support 8AM to 8PM week days, except holidays to perform all staging of MAC work that can be done remotely. All remote staging will be completed within 48 hours of the request, timeline for completion of MAC work will be determined by the availability of the DEN and Company technical staff on premise.</p> <p>4) Change Management</p> <ul style="list-style-type: none"> a. Routine MAC, system enhancement, etc. that are not service affecting can be performed at any time. b. Non critical Service Impacting MAC will be communicated to DEN to incorporate DEN Change Management Process and will be performed at a mutually agreed time slot. c. Critical Service Impacting MAC – in the case of an outage or potential outage Company will inform DEN and perform MAC immediately. <p>5) Break fix – A repair ticket will be placed for incidents and assigned a priority.</p> <ul style="list-style-type: none"> a. Critical - System wide or partial system failure. These will be remedied ASAP 24x7x365 adhering to change management rules above. See outage matrix below. b. High – Hard down for a single or group of users. Repair will be performed in less than 2 hours 24x7x365 adhering to change management rules above. c. Medium – non service affecting impacting more than 10 users. Repair will be performed in less than 2 business hours adhering to change management rules above. d. Low – non service affecting. Repair will be performed in less than 4 business hours adhering to change management rules above. 	
<p>Software Updates Varying by application, Mitel releases major software revisions regularly, on average between 6 and 12 months. Along with each major release comes a series of maintenance releases over the following 3 to 6 months. All releases are posted on Mitel's partner website along with release notes that include version history, specific bug fixes, feature releases / enhancements</p>	included



Activities & Deliverables	Managed UC
<p>and upgrade best practices. The following is a set of guidelines to be followed in maintaining the latest software on all DEN Mitel applications -</p> <ul style="list-style-type: none"> • Company will be responsible for the tracking of software releases. • Company and DEN will consult specifically on all upgrade plans and follow DEN change management process. • As a best practice, upgrades will follow maintenance releases as opposed to risking first version release challenges. This will result in an average lag of 6 months from when Mitel first releases new software. • Company and DEN may mutually agree to accelerate an upgrade to deploy a new feature or fix a bug. • Upgrades are included in payments for Mitel SWAS. 	
<p>Configuration Backup & Archival</p> <ul style="list-style-type: none"> • Backups of the Virtual Machines (“VM”) data stores will be completed nightly and stored for as long as is necessary and practical, to be mutually-agreed upon in the project plan to be developed. Back up of VM data stores means that the entire system; configurations, voicemail, complete applications, data, etc., will be stored allowing any and all to be easily available if any piece of the system needs to be restored and/or recovered. The specifics will be mutually agreed upon by Company and DEN teams upon implementation. These backups will be stored on separate physical media within the SAN infrastructure and replicated between data centers. Backup of the data stores, as opposed to individual applications or VM’s, will allow for the quickest recover of all or individual VM’s should the need arise. • All Gateways located on the DEN campus will be backed up, via FTP, following the same schedule to be defined for the virtual infrastructure. These backups will be pushed to and stored with the VM data store backups and replicated. <p>Where applicable, each application’s backup feature can also be leveraged to FTP a copy of that systems configuration / database to an independent FTP store.</p>	Included
<p>Voice Backup</p> <ul style="list-style-type: none"> • Company agrees to retain voicemail from Mitel voice recordings a period of three hundred sixty five (365) days (or other agreed upon period) on a rolling three hundred sixty five (365) day override basis. Should DEN wish to retain a specific voice recording file or files for a period longer than three hundred sixty five (365) days, DEN is required to download those files to a local storage medium via the recommended procedures as defined in the Mitel product user guides. 	Included
<p>Proactive Incident Management Company will monitor all system alarms and notifications 24x7x365. 3 types:</p> <ul style="list-style-type: none"> • Informational – Company will clear, act accordingly and will pass along any pertinent information to DEN and the Company managed service team. • Minor – non system affecting, Company will clear, open trouble ticket if appropriate, act accordingly and will pass along any pertinent information to DEN and Company team. • Major – critical system outage or partial outage, will open trouble ticket and pull in all resources to cure incident. 	Included
<p>Local Professional Services</p> <ul style="list-style-type: none"> • The deployment scope of work calls for a full time Customer Service Advocate (CSA) on site at the Denver Airport. The CSA will be on site for 12 months, approximately 4 months before implementation and 8 months after Final Acceptance (as defined in Exhibit A). In addition to the CSA, Company shall provide the following: <ul style="list-style-type: none"> ○ M-F 8 AM – 5 PM On Site Technical resource; a dedicated Mitel certified technical resource with extensive infrastructure expertise. 	Included



Activities & Deliverables	Managed UC
<ul style="list-style-type: none"> ○ M-F 8 AM – 5 PM Off Site Service Lead and technical resource; a dedicated Mitel certified technical resource with extensive system knowledge. ○ Off Site account manager who is the DEN customer service advocate. Everything from billing concerns to escalating any issues with Company performance. Off Site account manager will visit on site as needed. ○ After hours escalation information for Company. ○ Company will be responsible for the performance of the Company technicians dedicated to DEN, and will be directly managed by the Company’s UC Operations Manager, Tim Ortmann (763 745-8007), or his successor, who is a direct report to UC Director Joe Totino. 	
<p>Reports and/or Service Review meetings Tim Ortmann will work directly with DEN to provide a weekly evaluation of the performance of the above technical resources (listed in “Local Professional Services”). The Parties may agree to reduce the frequency of the evaluations upon Company request.</p>	Included

Additional Service Clarifications
<p>Response by Company will be limited to sites covered by Exhibit A.</p>
<p>Direct end user support or training</p> <ul style="list-style-type: none"> • On site and Off Site technical resource will continually provide training of routine MAC work to the DEN technical staff as normal course of business. • Specialized training after implementation phase could be subject to charge. Example: Training Call Center Manager how to build reports.
<p>User Workstation Support for DEN is not in scope</p> <ul style="list-style-type: none"> • Desktop/Laptop PC Support for applications • Headsets • Batteries
<p>Management and Monitoring of LAN for DEN are not in scope.</p> <ul style="list-style-type: none"> • Company will engage and defer to DEN for all issues related to LAN
<p>Not in scope are Computers, tablet and cell phones. Company will ensure that the following applications are correct version, license are up to date and made available to license user for use but Company will not support the actual devices.</p> <ul style="list-style-type: none"> • 5550 IP Console • MiContact Center Client • Micollab Client
<p>Additional Items not in scope are:</p> <ul style="list-style-type: none"> • DEN premises UPS • DEN premises Cabling • DEN premises Termination • DEN premises Power • Telecommunication Service provided by another carrier. Toll-Free numbers, Telephone numbers, etc.
<p>Updates to 911 records are not in scope.</p> <ul style="list-style-type: none"> • Regardless of who moves an IP phone, Company will not update the E911 location; that must be done by DEN.



<p>System Maintenance</p> <ul style="list-style-type: none">DEN must purchase vendor maintenance contract and SWAS for all managed components, as detailed in the BOM.
<p>DEN System Modifications</p> <ul style="list-style-type: none">DEN has equipment and systems (such as the LAN) that DEN manages and that the equipment and systems covered by this Manager Services SOW are dependent on or work in conjunction with. Company will not provide any support for any DEN managed systems. DEN will inform Company of any modifications of this DEN managed equipment and systems that could impact the performance of the equipment and systems covered by this Exhibit B. Company will not be responsible for modifications that impact Company's ability to provide the Services in this Exhibit B.
<p>Monitoring system</p> <ul style="list-style-type: none">DEN must provide space and power consistent with Company's technical recommendations (based upon network topology) to install the monitoring hardware agent at each site required to provide the Service.
<p>Internet Connectivity</p> <ul style="list-style-type: none">DEN must provide Internet access at each site (excluding Company's Datacenters) for all monitoring agents. Company monitoring agent must have access to the other managed components in the Customer's UC environment, consistent with Company's technical recommendations.
<p>Protocols & Ports</p> <ul style="list-style-type: none">DEN must provide Company with SNMP access and enable ICMP traffic in the Customer's UC environment.DEN must provide administrative access to the managed / monitored UC components.
<p>Facilities & Cabling</p> <ul style="list-style-type: none">DEN must provide power (UPS recommended) and space for equipment belonging to Company (e.g., proxy servers, routers, etc.) required to provide the Service must be provided and subscribe to temperature/heat alarm (recommended). Alarms will not be monitored by Company; DEN will monitor all alarms.
<p>Equipment Belonging to Company</p> <ul style="list-style-type: none">DEN is responsible for all loss, damage or destruction of any equipment belonging to Company (e.g., monitoring devices) from the date of its delivery to Customer's premises until the date the equipment is removed from the Customer's premises.
<p>General DEN Responsibilities</p> <ul style="list-style-type: none">Provide security clearance and 24x7x365 access to facilities for Company and authorized personnel, as required. This includes general access, badges, passwords, access cards, and parking privileges per airport security policies.Provides dial plans, configurations, and business-oriented scripting prior to the commencement of the ServiceEnsure accuracy of data/information supplied to CompanyAgrees that Company relies on immediate clarification and resolution regarding the integrity of data/information supplied.Provide a list of key resources at DEN to Company Project Manager prior to the Service delivery, including: Name, Title, and Responsibility, Phone & E-mail wherever possible.
<p>Company Personnel</p> <ul style="list-style-type: none">Company Project Team engaged in providing the Service will be well qualified and adequately trained in accordance with industry standards for the work performed.
<p>Accuracy of Company Information</p> <ul style="list-style-type: none">Company will provide accurate and up-to-date records of information pertinent to the delivery of the Service for the managed components of the Customer UC environment (e.g., inventory, configuration information, including software release level, MACDs, performance, etc.). This information will be available to the Customer upon request.



Tracking Performance

DEN and Company will develop tracking tool that will create a record/ticket for each of the activities listed in the above managed services, Table 1. DEN may require Company managed service resources to participate in and use the DEN Informational Technologies Information Library (or other comparable system) based ticketing system used internally by the Business Technologies division for incident, service request, problem, and change management. The tracking/ticketing system will provide at minimum:

- Description
- Start time
- Acknowledgment
- Completion time
- Notes as applicable

Managed Services Fees

Fees associated with the Managed Services outlined in this Managed Services Scope of Work for the term of the Agreement are agreed to as follows:

Monthly Fee for Managed Services	\$61,000.00
Routine MAC – no charge for routine MAC.	Included
Large Projects – no charge for large projects involving routine MAC unless DEN specifically requests for additional resources for an accelerated install timeframe. Any fees for these requests will be negotiated and agreed upon in advance.	Included
System enhancements – no charge for system enhancements DEN purchased but is not currently utilizing. These requests will be put at a lower priority than normal MAC activity unless negotiated otherwise; the Service Lead will provide timeline.	Included
System or Equipment Adds. The Service Lead and Account Manager will provide a quote for any adds to the DEN system, the quote will include timeline, price of the add and the increase in the monthly Managed Services fee if applicable.	Extra fee, as agreed between the Parties

Responsibility Matrix

The following responsibility matrix will be mutually agreed by DEN and Company, and reviewed as needed to ensure they are accurate and effective. The review period will be conducted annually as part the annual Managed Service performance review and/or in the event of significant modifications to the Managed Service or Platform.



Table 1.0 - High Level Managed Services Responsibilities Matrix –

Tasks	Company	DEN	
Portland & Salt Lake City Datacenters			
Hardware	X		
Software - OS	X		
Software - Application	X		
Software - Database	X		
Power	X		
Virtual Environment	X		
Backups	X		
Performance / Health Monitoring	X		
Network Connectivity			
Inter COLO Network Connectivity	X		
COLO to COLO Network Connectivity	X		
COLO to DEN Network Connectivity	X	X	
DEN Local Area Network		X	
Security Configurations – Firewalls / Network	X	X	
Security Configurations – Remote Access	X	X	
DEN Campus Compute			
Rack space, power, UPS		X	
Circuit design - Cable, IP, VLAN		X	
LAN Health		X	
DNS		X	
Active Directory		X	
Performance / Health Monitoring		X	
Telephony Trunks			
PRI	X	X	
SIP	X		
E911		X	
Mitel Application Suite			
<i>Mitel Suite Administration & Initial Configuration</i>	X		
End User MACD		X	
<i>Mitel Voice for Business</i>	X		
End User MACD		X	
<i>Mitel Mass Notification Configuration</i>	X		
End User/Group MACD		X	



Tasks	Company	DEN	
<i>Mitel Contact Center & IVR Configuration</i>	X		
End User/Group MACD		X	
<i>Mitel Call Recording Administration & Configuration</i>	X		
End User/Group MACD		X	
<i>Mutare Voice to Text Configuration</i>	X		
End User MACD		X	
Mitel Gateways			
IP Gateways Administration & Configuration	X		
MBG Administration & Configuration	X		
Gateway connectivity		X	
MACD		X	
Peripherals			
Handsets		X	
Soft Clients		X	

Moves Adds Changes Disconnects (MACDs)

DEN responsibilities

DEN is providing the end user interaction/experience and performing simple administrative changes, DEN will perform the following tasks with occasional assistance from Company in a training capacity if needed. Other more complex tasks can be performed by either DEN or Company at DEN's preference. This is intended to allow DEN to further enhance end-user experience as DEN's technicians gain comfort and familiarity with this solution:

Mitel Service	
MiVoice Business (+ Mutare)	<ul style="list-style-type: none"> • Tier 1 point of escalation (Coordinated with the DEN Service Desk) • Voice and Messaging Services <ul style="list-style-type: none"> ○ User Administration <ul style="list-style-type: none"> ▪ Add, changes, and deletions ○ Line Provisioning – VoIP & Analog ○ Voice Mail Provisioning ○ Conferencing Phone Provisioning – Audio & Video ○ Password administration ○ Handheld Administration and deployment • Call Routing / Call Flow • Call Recording • Mutare <ul style="list-style-type: none"> ○ User Administration and Configuration



MiContact Center	<ul style="list-style-type: none">• Tier 1 point of escalation (Coordinated with the DEN Service Desk)• Automatic Call Distribution (ACD)<ul style="list-style-type: none">○ Add, changes, and deletions• Call Routing/Call Flow<ul style="list-style-type: none">○ Add, changes, and deletions• Integrated Voice Response (IVR)<ul style="list-style-type: none">○ Add, changes, and deletions○ Announcements• Contact Center<ul style="list-style-type: none">○ Group / Client Administration<ul style="list-style-type: none">▪ User add, changes, and deletions○ Password administration○ Group configurations
MiCollab	<ul style="list-style-type: none">• Tier 1 point of escalation (Coordinated with the DEN Service Desk)• User Administration<ul style="list-style-type: none">○ Add, changes, and deletions○ Training• Conference Device / Software Client Administration
Mitel Mass Notification	<ul style="list-style-type: none">• Tier 1 point of escalation (Coordinated with the DEN Service Desk)• Group Administration / Configuration
Mitel Gateway	<ul style="list-style-type: none">• Tier 1 point of escalation (Coordinated with the DEN Service Desk)• Administration<ul style="list-style-type: none">○ Add, changes, and deletions• Automatic Call Distribution (ACD)<ul style="list-style-type: none">○ Add, changes, and deletions• Call Routing/Call Flow<ul style="list-style-type: none">○ Add, changes, and deletions
Reporting and Analytics	<ul style="list-style-type: none">• Tier 1 point of escalation (Coordinated with the DEN Service Desk)• User administration• Reports / Analysis
DEN LAN	<ul style="list-style-type: none">• Tier 1 - 3 point of escalation (Coordinated with the DEN Service Desk and Company Service Desk)• Logical and Physical layer administration
Trunks / Dedicated Links DEN <-> COLO	<ul style="list-style-type: none">• Tier 1 point of escalation (Coordinated with the DEN Service Desk and Company Service Desk)• Onsite "eyes/ears/feet" for Company Managed Services Support staff



Incident Priority Matrix

Priority Code	Definition	Response Timeframes	Resolution Timeframes
Priority 1 (Critical & High)	Wide scale business outage or significant impact to business. For example: MMN, Call Recording, network or infrastructure systems are down. The impact affects whole business units (DEN Operations / Communications Center/Emergency Operations Center) or the entire Airport or 1 or more regions of the Airport.	<p>Response: Acknowledgement of and ownership transfer to assigned resolver group. Assignment to an individual within Resolver Team/Group. This definition applies to all priorities.</p> <p>Response requires a live hand-off to Support Personnel during normal hours, or the On-Call Support Personnel after-hours.</p> <p>Acknowledgement immediate via ticketing system/ Updates every 15 minutes.</p>	<p>Resolution: Action taken to repair the root cause of an incident or problem, or to implement a workaround.</p> <p>Resolution or (fix or workaround) required 0-2 hours of incident being detected.</p> <p>NOTE: This time frame does not change during or after hours</p>
Priority 2 (Medium)	An issue that does not have significant current business impact. For example; software installation or long-term request resolution that may require assistance from outside of the Service Desk or DEN organization. The impact is to an individual or small group but does not prevent the completion of a critical business function.	<p>Response requires a positive contact of Support Personnel during normal hours, or the On-Call Support Personnel after-hours.</p> <p>Acknowledgement immediate via ticketing system / Update upon resolution.</p>	<p>Resolution or (fix or workaround) required 0-2 business hours of incident being detected.</p> <p>NOTE: This time frame does not change during or after hours.</p>
Priority 3 (Low)	Issue requiring no further action beyond monitoring for follow-up. Example may be intermittent slowdowns in IT systems and diagnostics need to be performed.	<p>Acknowledgement immediate via ticketing system / Update upon resolution.</p>	<p>Resolution or (fix or workaround) required 0-4 business hours of incident being detected.</p>
Priority 4 (Project / Initiative)	Issue requires planning, development, engineering, construction or other outside support to complete and items that can be classified as a "Project."	<p>Acknowledgement immediate via ticketing system / Update upon resolution/completion.</p>	<p>Planning and timeframe will be agreed between DEN and Company. Project will be incorporated into DEN change management process as needed.</p>



DEN Points of Contact

DEN Business Technologies Management Escalation Path

	Contact Name	Contact Number
Communications Services - Manager - Voice Services	Richard Byrd	303-342-4937
Communications Services - Director	Kelan Pape	303-342-2014
Business Technologies - Sr. Director	Chris Larivee	303-342-4933
Business Technologies - CIO	Robert Kastelitz	303-342-2020

Standard Business Hours - 6:00 AM to 5:00 PM

DEN Escalation Point - Support	Contact Name	Contact Number
Business Technologies Service Desk	DEN Service Desk	303-342-2012
Communications Services - Manager - Voice	Richard Byrd	303-342-4937
Business Technologies - Manager On Duty (MOD)	MOD OnCall	303-342-4888
Communications Services - Director	Kelan Pape	303-342-2014
Business Technologies - Sr. Director	Chris Larivee	303-342-4933
Business Technologies - CIO	Robert Kastelitz	303-342-2020

After Hours, Weekends and Holidays

DEN Escalation Point - Support	Contact Name	Contact Number
Business Technologies Service Desk	DEN Service Desk OnCall	303-342-2012
Business Technologies - Manager On Duty (MOD)	MOD OnCall	303-342-4888
Communications Services - Manager - Voice	Richard Byrd	303-342-4937
Communications Services - Director	Kelan Pape	303-342-2014
Business Technologies - Sr. Director	Chris Larivee	303-342-4933
Business Technologies - CIO	Robert Kastelitz	303-342-2020

Zayo Corp / Allstream Points of Contact

Executive Leadership

Dan Caruso
Mike Stople
Ray Lahoud

Co-Founder, Chairman & CEO
Zayo Corp
President Allstream
COO Allstream



Allstream Managed Services Team for DEN

Rob Hamer	General Manager UC.	763-745-8273
Joe Totino	UC Operations Director.	905-513-4676
Vanesa Hyjek	VP Sales and Service.	416-640-9474
Eric Nelson	Dedicated Account Manager.	720-557-8595
TBD	On-Premise Technical Resource	
TBD	Off-Premise Service Lead and Technical Resource	

Service Level Agreement

Availability.

The Service will be available 99.99% of each calendar month.

Method of Calculation of Availability

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Service Outage})}{\text{Total Minutes in Calendar Month}}$$

“Total Minutes in Calendar Month” is determined by

Example: *30 days X 24 Hours X 60 Minutes = 43200 minutes = 100% Availability*

“Total Minutes of Service Outage” means the total of all minutes of Service Outage (defined below) for a specific Service in a calendar month calculated under paragraph (ii) below.

Service Outages.

(i) For the purposes of these Additional Terms and Conditions solely, and subject to the requirements and limitations set forth in this Section, a Service Outage is defined as (i) a total loss of connectivity of the Service to one or more Customer locations; (ii) the failure of main attendant console, and/or (iii) the inability of more than ten percent (10%) of user stations (IP phones) at one location to register with the call server to place and receive calls.

(ii) A Service Outage shall not include, or be the result of, Service interruption (a) caused by the negligence of Customer or others in the use of Service, (b) due to the failure of power, equipment, systems or connections not provided by Company, (c) during any period when Customer has released the affected Service/circuit for rearrangement purposes or for the implementation of a Customer Service Agreement, (d) which continue because of Customer’s failure to authorize replacement of any element of the Service, (e) due to planned maintenance, (f) due to Force Majeure events, (g) resulting in no trouble found or when the fault of the trouble is undetermined, or (f) Customer reports a circuit/Service as impaired but declines to release it for testing and/or repair, or (g) due to a failure of the network access connecting the Service location to Company data center, this specific exception remains in force until such time as Customer has two different providers for fiber connectivity and both those providers are utilized to provide the network access to Company data center in accordance with Company design and specifications.

(iii) A Service Outage commences upon detection of a Service Outage by DEN or Company. All outages will have a post mortem review between DEN and Company, part of the review will be to document the actual duration of the outage.

(iv) In the event Customer reports a Service Outage but declines to release the affected Service/circuit for testing and repair, the Service is not a Service Outage.



Voice Quality

Company will provide an R-factor of 75, or above 98% of the time. The “R-factor” is an industry standard measurement of Voice Quality over IP and is derived from metrics such as latency, jitter, and packet loss. Company will use the Mitel performance tool to report “R-factor” each month and/or on as needed basis. If the “R-factor” is not meeting this standard DEN and Company will work together to determine the root cause as Company is providing the “IP” connection from the airport to the Company data center and DEN is provide the LAN “IP” network within the Denver Airport. If for any given month the Company network is the cause for not meeting this standard DEN will be entitled to a credit. See credit section below.

Table 2.0 – Managed Services Delivery Time Frames Defined by Activity Type

Company Managed Services		
Type	Level <i>as described in MS SOW</i>	Company Time Frame
MACD	White	NA
	Grey	0-2 bus days
	Black	0-2 bus days
	Black - with purchase of Equipment/new service	Quote
Programing	Regular	0-2 bus days
	Project	0-3 bus days
	Special	Quote
Break/Fix	Low	0-4 bus hours
	Medium	0-2 bus hours
	High	0-2 hours 24x7
	Critical	0 hours
Software HW Upgrades		As released, tested, agreed
Backups		See backup plan
System Monitoring		24x7x365
System Performance Reports		Weekly to start
Managed Service Performance Reports		Weekly to start
Service Review Meeting		Weekly to start



Notes: "0" days is same business calendar day or within 8 business hours M-F, 8AM – 5PM.

*New = any equipment and/or application that is not part of original implementation scope of work will be quoted for one time and/or monthly cost and install timeframe.

Credits

In the event of a Service Outage, Company shall credit Customer \$10,000 solely for that Service experiencing the Service Outage at the Service location as follows, subject to the requirements and limitations set forth in this Section:

Total Availability in Calendar Month		
From	To	Credit Amount
100%	99.99%	0%
<99.99%	99.9%	25%
<99.9%	99.0%	50%
<99%	0%	100%

In the event voice quality measurement in any given month, R-factor, described above does not meet the standard set above and both parties agree that Company network is the root cause, the customer is entitled to a \$2000 credit.

The Customer must request any credit in writing to their dedicated Account Manager, within ninety (90) days of the Service Outage. For calculating credit allowances, every month is considered to have thirty (30) days.

The credits outlined above shall not be compounding. For any particular Service Outage, Customer may not be eligible for more than one (1) credit with respect to any Service Outage. Customer's total service credit(s) in any one (1) month will not exceed \$30,000. If Customer fails to notify Company in the manner set forth herein within thirty (30) days after the Service Outage with respect to the applicable service credits, Customer will have waived its right to such service credits for that month. To be eligible for service credits, the Customer must be in good standing with Company and current in all of its obligations.



Denver International Airport		
Allstream		
Service Credit Schedule		
Event	Measurement per incident	Credit Available
Outage - 99.99% availability.	Availability Calculation in Calendar Month - see matrix under credits	\$10,000
Voice quality	Industry standard calculation of R-factor. Score of 75 98% of the time in any given month	\$2,000
Connectivity	See Company MSA for SLA	See Company MSA
SIP and MPLS service	See Company MSA for SLA	See Company MSA
MACD	Time Interval not met	\$100 per event
IVR	Not available 8 hours	\$2,000
Mass Notification	Not available 2 hours	\$2,000
Call Recording	Not available 24 hours	\$2,000
Portal Availability	Not available 48 hours	\$2,000
<i>Each incident is counted once in a 24 hour period. Example: 1) IVR down for 3.5 hours credit = \$2000 2) IVR down 2 days in a row 2.5 hours each time = \$4000 3) IVR down for 26 hours credit = \$4,000</i>		

Chronic Trouble

The Service is considered to have chronic trouble if the dedicated instance of the Service experiences: (i) a single Service Outage in excess of twenty-four (24) hours, (ii) three (3) or more Service Outages in any thirty (30) consecutive day period, or (iii) five (5) or more Service Outages in any six (6) month period (each, a “Chronic Trouble”). In the event of Chronic Trouble, Customer shall have the right to terminate the affected Service without further liability to Company, provided that written notice of termination is provided to Company within thirty (30) days of the Chronic Trouble giving rise to the termination right under this Section. If Customer does not exercise its termination right within such thirty (30) day period, such right shall lapse with respect to that instance of Chronic Trouble and Customer will have waived its termination right.

Entire Agreement

The Agreement, as modified by this Exhibit, sets forth the entire understanding of the Parties and supersedes any and all prior agreements, arrangements or understandings relating to the Services described above. The Agreement will remain in full force and effect except as modified herein. To the extent of any conflict between the terms of this Exhibit and the Agreement, this Exhibit shall control.



Exhibit C-1

ELECTRIC LIGHTWAVE MASTER SERVICE AGREEMENT

Allstream Business US, Inc. by and through its wholly owned subsidiaries ("Allstream") (successor to Electric Lightwave Holdings, Inc.), by and through its subsidiaries (hereinafter "Company"), and customer, as named on the Service Agreement and the signature page hereto ("Customer"), hereby agree to the following terms and conditions contained in this Master Service Agreement (this "MSA") for the provision of the service(s) ordered by Customer (the "Service(s)") to Customer by Company, as of the date of the Service Agreement (as defined below). For the purposes of this MSA, Company or Customer may be individually referred to as a "Party" and collectively as "Parties."

1. **SERVICES AND SERVICES TERM.** This MSA incorporates any accepted orders for any Service ("Service Agreement(s)"), any attachments, policies and procedures found on Company's website: www.allstream.com or www.electrictlightwave.com under Public Info and Policies ("Policies and Procedures"), and any filed tariffs, price lists or schedules. Details pertaining to the Service(s) are set forth in the Service Agreement entered into in connection with this MSA. This MSA supersedes any and all prior discussions, representations, memoranda, or agreements – oral or written – between the Parties hereto. Company reserves the right, in its sole reasonable discretion, to reject any Service Agreement prior to Company's signature. Company agrees to provide to Customer (subject to availability and adequacy of underlying Service), and Customer agrees to procure from Company, the Service(s) at the location(s), and for the number of months ("Services Term" or "Service Term"), set forth in the applicable Service Agreement. "Installation of Service" occurs per Service, per location, when Company completes its installation of each Service. Installation of Service occurs, for example, at the delivery of the Service to the demarcation point. Unless otherwise indicated by the Company in writing, the "Demarcation Point" is the location where Company's facilities interconnect with Customer's or any third party's facilities. Company will use reasonable efforts to install Service on the date agreed upon by the Parties; however, Company does not guarantee that Service will be installed and provisioned on Customer's desired due date. If Customer delays the Installation of Service, certain fees and facility reservation charges may be charged to Customer as described in Company's Policies and Procedures.

2. **RATES, CHARGES, BILLING AND PAYMENT.** Rates and charges, service levels and credits are described in the Service Agreement. Company will notify Customer when an Installation of Service has occurred. Upon notification of Installation of Service, Customer agrees to convert its services from its present provider, if any. Customer is responsible for payment of all charges associated with the Service from the date of Installation of Service (except as provided in Section 15, when applicable). Customer agrees that the Service Term and billing will commence upon the Installation of Service, regardless of Customer's actual conversion date, unless Customer tests the Service and notifies Company that the Service is not functioning properly within three (3) days after Company notifies Customer of the Installation of Service. If Customer timely notifies Company of the non-functioning nature of the Service, Company will investigate the problem, and if it is due to Company equipment, correct the issue and notify Customer of such correction. Upon such notification, Customer again will have three (3) days to test the Service, and if Customer does not notify Company that the Service is not functioning properly within such period, the Service Term and billing for the Service will begin on the date Company notified Customer that the Service was corrected. If the problem was due to Customer equipment, Company will notify Customer, and Customer is responsible for payment of all charges associated with the Service from the date of Installation of Service.

Monthly recurring charges ("MRC") will be billed in advance each month. Non-recurring charges ("NRC") will be billed on the first invoice after the date of Installation of Service, or if the NRC are incurred after the date of Installation of Service, or are usage based, such charges will be billed on the next invoice thereafter. Company may bill Customer for billing corrections or adjustments for Services rendered not later than one hundred eighty (180) days after the last day of the billing cycle during which Company provided the Service(s) to the Customer, unless a different period is required by federal, state, or local laws, regulations, rulings, orders or other actions of governmental agencies ("Applicable Law"). Customer is responsible for payment of all charges associated with the Service(s), including without limitation, charges for originating and terminating calls to Customer's telephone number(s). Payments are due on the Payment Due By date set forth on the Company invoice, provided, however, that no Payment Due By date shall be less than net thirty (30) Days. Customer must provide payment of all undisputed charges in full on Payment Due By date. If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify Company not later than ninety (90) days after the date of the invoice containing the disputed charge unless a different period is required by Applicable Law. Customer's notice must specifically detail the dispute and provide supporting documentation for the amount in dispute. Company will investigate all disputes and notify Customer of the results of its investigation and, if appropriate, credit Customer's account or notify Customer of denial of the dispute. **Acceptance of payments of less than the full amount due, including an instrument tendered as full satisfaction of a debt, shall not be deemed, in the absence of a written agreement executed by both Parties, an agreement on the part of Company to accept less than the full amount due. Any tender of an instrument as full satisfaction of a debt must be sent to the Law & Policy Department of Company.** Company may assess a late fee of 1.5% per month (not to exceed the maximum rate allowed under state law) on any undisputed balances not paid when due. Late fees may be assessed, as of the original Payment Due By date, against any disputed amount denied by Company. Company has the option to suspend the Services and/or to pursue any and all other legal remedies until payment is made. Termination of Services after written notice may follow. Customer will pay any and all costs incurred in collection

of rates and charges due and payable, including reasonable attorneys' fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder will be in U.S. currency.

Each Service Agreement is subject to credit approval. Customer hereby authorizes Company to conduct a credit search and agrees to provide Company with information regarding payment history for communications services, number of years in business, financial statement analysis and commercial credit bureau rating. If a credit check is unsatisfactory at any time, or if Customer fails to make timely payment two (2) or more times during any twelve (12) consecutive month period, Company may require Customer to tender a deposit up to the maximum permitted by law to guarantee payment hereunder. Such deposit may have, as an additional component, deposit for any Company-provided equipment in Customer's premises ("Customer Premises Equipment"). When Customer establishes acceptable credit history or upon termination of the applicable Service Agreement, Company will return the balance of the deposit, if any, to Customer along with interest as required by law.

Company shall not be liable for any charges arising from or related to the termination of any previous agreement for services or the failure of Customer to terminate any previous agreement for services.

If any property owner, under which Customer is a tenant, assesses a fee against Company in order to, or as a result of, the provisioning of any Services to Customer, Company may pass through such charges to Customer.

3. **POLICIES, PROCEDURES AND RATES.** Company may change its Policies and Procedures upon thirty (30) days' written notice to Customer. Use of Company Services after the thirty (30) day notice period shall be deemed consent to the changed Policies and Procedures. In addition, Company may change its rates for various Services upon thirty (30) days' notice to Customer. In the event an increase in rates for Services occurs, Customer shall have thirty (30) days from the date of notice to Customer to terminate the affected Services by written notice to Company, without further obligation or early termination charges, other than payment for the Services used until the date of termination. Such termination shall be effective thirty (30) days after Company's receipt of the termination notice. Failure to timely give written notice of termination shall be deemed consent to the changed rates and charges.

4. **FRAUD, TELEPHONE NUMBERS AND DIRECTORY LISTINGS.** Customer is responsible for payment of any charges incurred due to fraud, abuse, or misuse of the Services, whether known or unknown, to Customer. It is the Customer's obligation to take all measures to ensure against such occurrences.

Telephone numbers are assigned to the business entity (Customer) named on the Service Agreement and not to any individual owner or operator of the business. Customer shall designate those individuals authorized to make changes to the Customer's account with Company, including changes to the Services or to the telephone numbers in conformity with Applicable Law. The Customer shall hold Company harmless for any changes authorized by the individuals designated by Customer.

Company shall take reasonable measures to provide Customer with continuation of existing telephone numbers. However, if Customer is changing location at the time of conversion or taking Service(s) for the first time at a location, Company makes no warranties regarding assignment of particular telephone numbers to Customer. Company shall not be liable to Customer for any change in, including loss of, telephone numbers if such telephone numbers are lost after termination of this MSA or the Services due to default by Customer under this MSA, or if such change or loss is due to actions of any vendor or supplier of services to Company. Customer's reliance upon and/or use of any telephone numbering information prior to Installation of Service and Customer's conversion to the Services is at the Customer's sole risk.

Customer understands that the Company or its agents may deliver the Customer's name, address and phone number to the directory publishers and directory assistance data bases. Customer assumes full responsibility concerning the right to use any name as a directory listing and agrees to hold Company free and harmless of and from any claims, loss, damage, or liability that may result from the use of such listing. Company shall not be liable for any inaccurate or dropped listings, or any errors or omissions, whether arising through negligence or otherwise, in the information furnished, or failed to be furnished, to a publisher or to a directory database(s). The Company may assess additional charges for publisher/directory database listing(s).

5. **TAXES, SURCHARGES, FEES AND ASSESSMENTS.** Customer is responsible for payment of any and all federal, state and local taxes, surcharges, or fees related to the Services, as may be imposed from time to time (excluding Company income taxes) ("Taxes") to the extent that Customer is not exempt from such Taxes. Company will collect all such Taxes unless Customer provides Company with proof of exemption. Surcharges and assessments, which are not required by regulatory agencies, but which Company is permitted to charge to recover expenses, may be applied and adjusted from time to time. All such charges will be set forth on a detailed invoice.

6. **TARIFF APPLICATION.** In the event of any conflict between any provision of this MSA and any provision of an applicable filed tariff or price list, the provision of such filed tariff or price list will control.

7. **COMPLIANCE WITH LAW.** This MSA is subject to all Applicable Law, and the obtaining and continuance of any required approvals, authorizations, or tariffs or price lists filed with the FCC or any other governmental agency. Company will use commercially reasonable efforts to obtain, retain, and maintain such approvals and authorizations. If any action pursuant to Applicable Law adversely affects the Services or requires Company to provide Services other than in accordance with the terms of this MSA, either Party may, without liability to the other Party, terminate the affected Services upon thirty (30) days prior written notice to the other Party. In performing their obligations under this MSA, the Parties will comply with all Applicable Law, specifically including, but not limited to, Applicable Laws governing 911/E-911 and any other emergency services.

Subject to Company's 911/E-911 policy (found in Company's Policies and Procedures), and unless otherwise specifically agreed, (a) Master Service Agreementv160802

Company will provide Customer with the network connection for each circuit, billing telephone number (BTN) or trunk group that comprise the Services, and (b) Company will provide the appropriate Public Safety Answering Point (PSAP) with the automatic location identification (ALI), including the same emergency response location, for all BTNs of the circuit or trunk group regardless of the number of lines, trunks, or unique telephone numbers on that circuit or trunk group. Customer will be responsible for providing all other 911/E-911 functionality as required by Applicable Law, including but not limited to, agreements with, and network or other connection to, the local PSAPs. Customer will maintain the necessary databases and update and transfer the ALI to the appropriate PSAPs. Company is not responsible for and will not make any changes or submit updates to 911/E-911 databases for any Services other than the one emergency response location as set forth above.

8. SERVICES, MAINTENANCE AND UPGRADE OF FACILITIES. Services will meet industry standards. Company will maintain its facilities and equipment used to provide the Services as set forth in its Policies and Procedures, at no additional charge to Customer, except where work or service calls result from failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment. In such event, Customer will reimburse Company for the cost of the required maintenance at Company's standard time and material rate plus any taxes imposed upon Company related to such maintenance, and Customer shall be responsible for the cost of repair or replacement of Company equipment that is damaged by Customer's actions or equipment.

Company reserves the right to suspend Service for scheduled maintenance or planned enhancements or upgrades upon twenty-four (24) hours' notice to Customer or to suspend Service for emergency repairs to Company's network without notice to Customer. Company equipment will remain the sole and exclusive property of Company or Company's assignee. Customer will not tamper with, remove or conceal any Company identifying plates, tags or labels. Customer shall not permit any liens on Company equipment, and any such lien will be discharged by Customer within ten (10) days of notice of filing. Failure to discharge any such lien is a material breach of this MSA, and may result in immediate termination.

Customer will provide equipment compatible with the Services and Company's network and facilities. Customer will bear the costs of any additional apparatus reasonably required to be installed because of the use of Company's network or facilities.

Upon termination of the Service(s), Customer, upon notice from Company, shall provide reasonable access to Company to recover the Company provided Customer Premises Equipment, in accordance with the instructions in the notice. Customer's damage to the Company provided Customer Premises Equipment (reasonable wear and tear excepted) or failure to return the equipment, including but not limited to the battery pack, as directed, shall constitute Customer acceptance of ownership of and responsibility for the equipment, and Company may invoice Customer for the then fair market value of such equipment.

Company reserves the right to substitute, change or rearrange any equipment or facilities used in delivering Services that does not affect the quality, cost or type of Services. Company will manage its network in Company's sole discretion. Customer will provide all reasonable information, authorizations, and access required by Company for the purpose of installing Services, performing routine network grooming, maintenance, and upgrades, and addressing emergencies.

9. SERVICE INTERRUPTION CREDITS. Credits are subject to the limitations of liability set forth in the Agreement between the Parties and shall only be given for a Service Outage (as defined below) and claimed in accordance with this Section or any other applicable service level agreement that applies to the Service. A "Service Outage" is defined as any Service disruption for which Company is the sole cause of such disruption and such disruption is not the result of (a) scheduled maintenance that occurs between the hours of eleven p.m. and six a.m. local time, (b) planned enhancements, (c) upgrades, (d) failure or malfunction in, or improper operation of, any third party's facilities and/or equipment after the Demarcation Point or Customer's facilities and/or equipment, or (e) a Force Majeure event (as defined below). Upon request, but not later than thirty (30) days after the Service Outage, and after a determination by Company that such Service Outage is eligible for credits, Customer shall be entitled to a credit for a Service Outage that exceeds twenty-four (24) hours, unless otherwise defined in a service level agreement or tariff applicable to the specific Service. Such credit shall be based upon the ratio of the duration of the Service Outage (measured from the time the interruption is reported to or detected by Company, whichever occurs first) to the total time in a thirty (30) day month. That ratio, multiplied by the monthly rate for the Service(s) affected shall determine the amount of the credit allowance.

If a Customer fails to notify Company in the manner set forth herein with respect to the applicable service credits within thirty (30) days of a Service Outage, Customer will have waived its right to such service credits for that month. Customer's total service credit(s) in any one month will not exceed one (1) month's MRC for the affected Service for that month, and do not apply to the MRCs of any other Services. The credits outlined above shall not be compounding, but to the extent multiple service standards apply to a Service Outage, the credits that apply shall be distinguished by the degree of impairment based on a degradation or a complete disruption of Service for that particular Service Outage. Customer may be eligible for credits for a Service Outage under multiple provisions of this MSA or any Service Order or Addendum; but Customer shall not be entitled to claim more than one credit for any Service Outage. To be eligible for service credits, Customer must be current in all of its obligations.

10. DISCLAIMER/LIMITED WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER WARRANTIES. (a) The Customer represents and warrants that it is an entity, duly organized, validly existing and in good standing under the laws of its origin, with all requisite power to enter into and perform its obligations under this MSA in accordance with its terms; (b) Customer represents and warrants that neither its equipment nor facilities will pose a hazard to Company's equipment or facilities or create a hazard to Company's personnel or customers or the public in general; (c) Customer represents and warrants that its use of the Services will comply and conform with all Applicable Law and any other authorities

having jurisdiction over the subject matter of this MSA and it will be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities; (d) Customer represents and warrants that it will not resell all or a portion of the Service(s) provided by Company under this MSA for a fee directly to the public, or to such classes of users as to be effectively available directly to the public.

11. CONFIDENTIAL INFORMATION. Customer Proprietary Network Information ("CPNI") shall only be disclosed in accordance with the Applicable Law and Company's Policies and Procedures.

In addition to the foregoing, the Parties may have access to certain information, the ownership and confidential status of which is highly important to the other Party and is reasonably designated by one of the Parties as confidential (herein referred to as "Confidential Information"). Except as may be required by law, including but not limited to the Colorado Open Records Act, C.R.S. § 24-72-201 et. Seq., neither Party will disclose the other Party's Confidential Information, directly or indirectly under any circumstances, to any third person without the express written consent of the other Party, and neither Party will copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other Party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by Applicable Law. Each Party will exercise a reasonable degree of care, but not less than the degree of care that it applies with respect to its own Confidential Information, in safeguarding the other Party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such confidentiality.

12. DEFAULT/TERMINATION. Customer's use of the Services provided under this MSA and any equipment associated therewith will not: (a) interfere with or impair service over Company's network; (b) impair privacy of any communications over such network; (c) cause damage of any nature to Company's assets or customers; (d) be used to frighten, abuse, torment or harass, or create hazards to Company or its network; (e) be used for a high volume of short duration calls, regardless of nature (high volume short duration calls are defined as 10% of total outbound calls that are six seconds or less in duration) or (f) violate the provisions of any of Company's Policies and Procedures, including Company's 911/E-911 policy. Company may immediately suspend or terminate the Services without liability for any violation of these provisions, and in the case of a violation of (e) above, Company may, in its sole discretion, assess a higher rate for a high volume of short duration calls to reflect Company's increased costs. If Services are suspended pursuant to this Section 15, reconnection charges may apply.

If either Party violates any provision of this MSA, the non-defaulting Party shall send the defaulting Party written notice detailing the default. The defaulting Party will have: (a) ten (10) days from the date of the written notice to cure a payment default, or (b) thirty (30) days from the date of the written notice to cure a non-payment default. If the defaulting Party fails to cure, the non-defaulting Party may terminate the affected Services and pursue any and all other legal remedies permitted by this MSA. Any Service Agreement and the related Services also may be terminated by either Party in accordance with the provisions of the then current tariff or price list that applies to such Service Agreement and the related Services.

13. FORCE MAJEURE. In the event that either Party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any third party communications or computer network or any other cause beyond such Party's reasonable control ("Force Majeure"), the Party's performance will be excused and the time for the performance will be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either Party hereunder; however in the event that such Force Majeure event continues for in excess of thirty (30) days, the Party that is not the subject of the Force Majeure event may terminate the Services that are the subject of the Force Majeure event without liability for termination.

14. GENERAL. Except as otherwise permitted herein, any amendment must be in writing and signed by the Parties hereto. Electronic or facsimile copies of this MSA and any amendments or modification hereto, including electronic or facsimile signatures, will be accepted by the Parties as originals. The failure of either Party to insist upon the performance of any provision or to exercise any right granted hereunder, will not be construed as a waiver of such provision(s), and the same will continue in full force. If any provision hereof is held to be invalid, void, or unenforceable, the remainder of the provisions will nevertheless remain unimpaired and in effect. All notices to Customer under this MSA will be in writing and will be made by one or more of the following methods: bill message or insert incorporated in or with the Customer's invoice by its normal means of transmission, first class mail, certified mail, or overnight delivery. Notices will be sent to the Customer's address of record. In the event of multiple addresses, to the address of the parent account. In the case of a notice to Company, all notices under this MSA will be in writing and will be made by personal delivery, overnight delivery, or certified mail with a copy to the Law & Policy Department, 18110 SE 34th Street, Building One, Suite 100, Vancouver, WA 98683. Company shall notify Customer of any change in this contact address for purpose of notices under this MSA using the method of notice called for in this Section 15. Delivery will be deemed to occur upon receipt. The various rights and remedies given to or reserved by either Party herein or allowed by Applicable Law, are cumulative, and no delay or omission to exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered to condone any continuing or subsequent breach of the same provision. Customer has been provided with the opportunity to review and negotiate this MSA and consult counsel; therefore, in the event of any ambiguities, no inferences shall be drawn against Company. Customer may not assign this MSA without the prior written consent of Company, which will not be unreasonably withheld. This MSA will be governed by and interpreted in accordance with the laws of the state where the Services are to be provided. Nothing in this MSA is intended to, or shall be construed, as creating a partnership or any third-party beneficiaries. The provisions of Sections 2, 4, 5, 6, 7, 9, 10, 12, 13, 15, 16 and 17 shall survive termination.

Accepted and Agreed as of the day of _____, 201__.

CUSTOMER:

Allstream:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



VIRTUAL PRIVATE LAN SERVICE (“VPLS”) EXHIBIT
to
Service Agreement
and
Master Service Agreement

This VPLS Exhibit (this “Exhibit”) is incorporated into and part of the Master Service Agreement and Service Agreement (collectively the “Agreement”), by and between Allstream Business US, Inc., by and through its subsidiaries (the “Company”), and the entity named as the Customer in the Agreement (“Customer”). Capitalized terms used but not defined in this Exhibit shall have the meaning given them in the Agreement.

1. SCOPE OF EXHIBIT

This Exhibit sets forth the terms and conditions under which the Company agrees to provide to Customer, and Customer agrees to procure from Company, VPLS.

2. DESCRIPTION

2.1. VPLS

VPLS provides a virtual private network (“VPN”) that supports the connection of multiple Customer locations using the Company’s Multiprotocol Label Switching (“MPLS”) backbone, provided to Customer as an Ethernet service. VPLS is delivered to the Customer premises over the Ethernet Access Network, as defined in the Company’s Access Exhibit (“Access Exhibit”).

VPLS allows for the differentiation of Customer traffic by class of service (“CoS”) values in order to be prioritized over the Ethernet Access Network and MPLS backbone. Customer CoS and the differentiated service code point (“DSCP”) settings of other Company Services are both considered in the quality of service (“QoS”) profile options available to Customer. Customer may allocate traffic over four queues based upon bandwidth and application needs. To support troubleshooting and monitoring, the Company reserves the right to preempt up to 5% of the best effort queue.

2.2. VPLS Network

The VPLS network consists of the aggregation routers connected to the Ethernet Access Network, the MPLS backbone, and the logical connections connecting Customer locations to the VPN (the “VPLS Network”). For clarity, and not by way of limitation, the VPLS Network does not include:

- i. Ethernet Access Network (see the Access Exhibit);
- ii. All equipment, including equipment provided by customer;
- iii. Customer’s local area network; and
- iv. Third party public cloud networks.

2.3 Upgrades, Updates, Product Maintenance

To provide a high-quality product offering, the Company performs ongoing maintenance on its products and Services, including applying patches, policy updates, and upgrades, as applicable, and may change features or functions (“Product Maintenance”). The Company will perform Product Maintenance at its sole discretion. Notwithstanding anything that may be to the contrary in the Agreement (including this Exhibit), the products and Services described in this Exhibit are offered and made available subject to, and as modified by, such Product Maintenance.

3. **OPTIONAL SERVICES**

The Company offers the following optional Service for an additional fee. Customer may order optional Services through a Service Agreement unless otherwise directed by the Company.

Cloud Connect

Cloud Connect allows the Customer to connect its VPN to third party providers at defined locations for the purpose of accessing public cloud resources. If Customer orders such connections, Customer must have a direct relationship with the third party for any IP networking or third party application use.

4. **CUSTOMER OBLIGATIONS**

4.1 Inside Wiring

a. Pursuant to the Agreement, Services are delivered to the Demarcation Point or the MPOE, as determined by the Company. Wiring on the Customer's side of the Demarcation Point or the MPOE or otherwise inside the Customer's building or premises is considered inside wiring (“Inside Wiring”) for which the Customer is responsible. Except in the circumstance described in Section 4.1(b) of this Exhibit, Customer shall be required, at Customer’s sole cost and expense, to install, maintain, and repair Inside Wiring as needed to use the Services.

b. Pursuant to the terms of the Agreement, the Company will extend, at no additional charge, wiring (of Company's choosing) up to 75 feet beyond the Demarcation Point or MPOE only if such extension of Inside Wiring:

- i. Does not take more than 20 minutes to install;
- ii. Is no higher than 8 feet above the floor;
- iii. Is not over any Customer employee working areas or stations;
- iv. Does not require holes or penetrations be made through walls or ceiling;
- v. Does not require vertical wiring chases (no wiring between floors);
- vi. Does not require work between buildings; and
- vii. Does not require cross connects be made directly to Customer’s PBX or similar equipment.

c. In the event that all of the requirements listed in Section 4.1(b) of this Exhibit are not met, the Company will not extend wiring beyond the Demarcation Point or MPOE, and Customer shall be responsible, at Customer's sole cost and expense, for ensuring the Inside Wiring is ready on time and is compatible with the Service.

4.2 Service Configuration Details

Customer must provide technical information regarding its network for the Company to correctly configure the Service. Any omission of or delay, inaccuracies, or changes to technical information provided by Customer may impact Service or Service delivery (and any resulting impact will be ineligible for any Credits) and may result in delay of service installation fees, as set forth at: <http://www.electricleightwave.com/public-info-policies/> (or Company successor URL). Technical information includes, for example, the Demarcation Point location, power, and port handoff.

4.3 Payment Card Industry Data Security Standard (PCI-DSS)

The Company may be responsible for the security of managing network components of customer cardholder data environment (“CDE”), such as routers, firewalls, databases, physical security, or servers. Despite management of some network components of Customer CDE, use of the Company’s Services does not relieve the Customer of ultimate responsibility for its own PCI-DSS compliance, or exempt the Customer from any accountability and obligation it may have under PCI-DSS to ensure cardholder data and CDE are secure. Please visit: <http://support.electricleightwave.com/knowledge-base/pci-responsibility-matrices/> (or successor Company URL).

5. **SERVICE LEVEL OBJECTIVES; SERVICE CREDITS**

5.1 Service Level Objectives

a. VPLS Network Availability

- i. “VPLS Network Availability” is calculated by the number of minutes in a calendar month during which a VPLS Network is available to exchange data between the two (2) Customer end points, and shall be determined as follows:

$$\frac{(\text{Total Minutes in Calendar Month}) - (\text{Total Minutes of Non-Availability})}{\text{Total Minutes in Calendar Month}}$$

- ii. “Total Minutes in Calendar Month” is determined by multiplying 24 hours by the number of days in the month multiplied by 60 minutes.
- iii. “Total Minutes of Non-Availability” means the total of all minutes the VPLS Network is not available in a calendar month, measured as the period from the opening to the closing of a trouble ticket that is determined to be a Service Outage. For clarity, the Total Minutes of Non-Availability shall apply only to Company products delivered over the VPLS Network.

b. Mean Time to Repair (“MTTR”)

MTTR is the time it takes the Company to restore service and is measured as the period from the opening to the closing of a ticket for a trouble that is determined to be a Service Outage. The objective for VPLS MTTR is three (3) hours.

c. Latency

“Latency” is the total amount of time, in milliseconds, that it takes for a packet of data to get from one Customer Premises Equipment router to another. For packets with a CoS setting other than “0” or best effort, the objective for the VPLS Network is to have a monthly average round trip packet transit time of five (5) minute samples (the “Latency Objective”):

Distance	Average Round Trip Packet Transit Time (ms)
500 miles or less	30
501 to 1000 miles	50
1001 to 1500 miles	60

d. Packet Loss

Packet loss is the loss of one or more packets prior to reaching the final network destination. Average packet loss is measured as the average of five (5) minute samples across the VPLS Network taken throughout the month. For packets with a CoS setting other than “0” or best effort, the service level objective for VPLS Network is to have one-way source to destination average packet loss of one percent (1%) or less during any calendar month (“Packet Loss Objective”).

e. Jitter

Jitter is the variation of time between packet arrivals at the intended destination. Jitter is measured as the average variation in packet transit time of five (5) minute samples across the VPLS. For packets with a CoS setting other than “0” or best effort, the service level objective for VPN Network is to have one-way source to destination average jitter of one (1) ms or less during any calendar month (“Jitter Objective”).

a. Service Credit Designations

a. Subject to the conditions set forth in the Agreement (including this Exhibit), and provided that Customer is not in default under the terms of the Agreement, the Company will provide to Customer service credits as follows (“Credits”):

Length of Service Outage	Credit (% of MRC)
Five (5) minutes or less	No Credit
Greater than five (5) minutes, and up to four (4) hours	10%
Greater than four (4) hours, and up to eight (8) hours	20%
Greater than eight (8) hours, and up to twelve (12) hours	30%
Greater than twelve (12) hours, and up to sixteen (16) hours	50%

Greater than sixteen (16) hours, and up to twenty-four (24) hours	75%
Greater than twenty-four (24) hours	100%

b. The Customer must request Credits in the manner set forth in the Agreement. If duly approved by the Company, the Credits will be applied to Customer’s account to offset invoiced monthly recurring charges (“MRC”). The Credits apply only to the invoiced MRC for that month for the affected Service, and not to taxes, surcharges, and other charges and fees, which will be charged to Customer’s invoice and must be paid monthly in full.

b. SOLE REMEDY

CUSTOMER’S RIGHT TO CREDITS AS PROVIDED IN THIS EXHIBIT SHALL BE CUSTOMER’S SOLE REMEDY WITH REGARD TO THE VPLS AND VPN SERVICES AND ANY SERVICE OUTAGE, INTERRUPTION OR DEFICIENCIES WHATSOEVER REGARDING THEM. The Credits outlined above shall not be compounding. Customer’s total Credits in any one (1) month shall not exceed one (1) month’s MRC for the affected Service for that month and do not apply to MRC of other services. If a Customer fails to notify the Company in the manner set forth in the Agreement with respect to any applicable Credits, Customer shall have waived its right to such Credits for that month. To be eligible for Credits, the Customer must be in good standing with the Company and current in all of its obligations.

6. NO OTHER CHANGES

Except as specifically set forth in this Exhibit, the terms and conditions of the Agreement shall remain unmodified and in full force and effect.

Exhibit D
CITY AND COUNTY OF DENVER
INSURANCE REQUIREMENTS FOR THE DEPARTMENT OF AVIATION

Certificate Holder Information:

CITY AND COUNTY OF DENVER
Attn: Risk Management, Suite 8810
Manager of Aviation
Denver International Airport
8500 Peña Boulevard, Room 8810
Denver CO 80249

CONTRACT NAME & NUMBER TO WHICH THIS INSURANCE APPLIES: Allstream Business US, Inc. PLANE-201523312

I. MANDATORY COVERAGE

Colorado Workers' Compensation and Employer Liability Coverage

Coverage: COLORADO Workers' Compensation

Minimum Limits of Liability (In Thousands)

WC Limits: \$100, \$500, \$100

And Employer's Liability Limits:

Any Policy issued under this section must contain, include or provide for the following:

1. All States Coverage or Colorado listed as a covered state for the Workers' Compensation
2. Waiver of Subrogation and Rights of Recovery against the City and County of Denver (the "City"), its officers, officials and employees.
3. State Of Colorado law states that if a contractor is a sole proprietor, they are not required to have Workers Compensation coverage.

Commercial General Liability Coverage

Coverage: Commercial General Liability (coverage at least as broad as that provided by ISO form CG0001 or equivalent)

Minimum Limits of Liability (In Thousands):

Each Occurrence:	\$1,000
General Aggregate Limit:	\$2,000
Products-Completed Operations Aggregate Limit:	\$2,000
Personal & Advertising Injury:	\$1,000
Fire Damage Legal - Any one fire:	\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds, per ISO form CG2010 and CG 2037 or equivalents.
2. Coverage for defense costs of additional insureds outside the limits of insurance, per CG0001.
3. Liability assumed under an Insured Contract (Contractual Liability).
4. The full limits of coverage must be dedicated to apply to this project/location, per ISO form CG2503 or equivalent.
5. Waiver of Subrogation and Rights of Recovery, per ISO form CG2404 or equivalent.
6. Separation of Insureds Provision required
7. General Aggregate Limit Applies Per: Policy ___Project ___Location___, if applicable

Business Automobile Liability Coverage

Coverage: Business Automobile Liability (coverage at least as broad as ISO form CA0001)

Minimum Limits of Liability (In Thousands): Combined Single Limit \$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. Symbol 1, coverage for any auto. If no autos are owned, Symbols 8 & 9, (Hired and Non-owned) auto liability.
2. If this contract involves the transport of hazardous cargo such as fuel, solvents or other hazardous materials may occur, then Broadened Pollution Endorsement, per ISO form CA 9948 or equivalent and MCS 90 are required.

II. ADDITIONAL COVERAGE

Umbrella Liability

Coverage:

Umbrella Liability, Non Restricted Area

Minimum Limits of Liability (In Thousands)

Umbrella Liability Restricted Area

Each Occurrence and aggregate

\$9,000

Any Policy issued under this section must contain, include or provide for the following:

1. City, its officers, officials and employees as additional insureds.
2. Coverage in excess of, and at least as broad as, the primary policies in sections WC-1, CGL-1, and BAL-1.
3. **If operations include unescorted airside access at DIA, then a \$9 million Umbrella Limit is required.**

Professional Liability Information Technology Contracts

Coverage: Professional Liability including Cyber Liability for Errors and Omissions

(If contract involves software development, computer consulting, website design/programming, multi-media designers, integrated computer system design, data management, and other computer service providers.)

Minimum Limits of Liability (In Thousands)

Per Claim

\$1,000

Any Policy issued under this section must contain, include or provide for the following:

1. The insurance shall provide coverage for the following risks:
 - a. Liability arising from theft, dissemination and / or use of confidential information (a defined term including but not limited to bank account, credit card account, personal information such as name, address, social security numbers, etc. information) stored or transmitted in electronic form
 - b. Network Security Liability arising from the unauthorized access to, use of or tampering with computer systems including hacker attacks, inability of an authorized third party, to gain access to your services including denial of service, unless caused by a mechanical or electrical failure
 - c. Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon.
2. Policies written on a claims-made basis must remain in full force and effect in accordance with CRS 13-80-104. The Insured warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under the Contract is completed.
3. Any cancellation notice required herein may be provided by either certified or regular mail.
4. The policy shall be endorsed to include the City, its elected officials, officers and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of the Insured
5. Coverage must include advertising injury, personal injury (including invasion of privacy) and intellectual property offenses related to internet.

III. ADDITIONAL CONDITIONS

It is understood and agreed, for the benefit of the City, that the following additional conditions shall apply to all coverage specified herein

- All coverage provided herein shall be primary and any insurance maintained by the City shall be considered excess.
- With the exception of professional liability and auto liability, a Waiver of Subrogation and Rights of Recovery against the City, its officers, officials and employees is required for each coverage period.
- The City shall have the right to verify or confirm, at any time, all coverage, information or representations contained herein, and the insured and its undersigned agent shall promptly and fully cooperate in any such audit the City may elect to undertake.
- Advice of renewal is required.
- All insurance companies issuing policies hereunder must carry at least an A -VI rating from A.M. Best Company or obtain a written waiver of this requirement from the City's Risk Administrator.
- Compliance with coverage requirement by equivalent herein must be approved in writing by the City's Risk Administrator prior to contract execution.
- No changes, modifications or interlineations on this document shall be allowed without the review and approval of the Risk Administrator prior to contract execution.

NOTICE OF CANCELLATION

It is understood and agreed that should any Policy issued hereunder be cancelled or non-renewed before the expiration date thereof, or sustain a material change in coverage adverse to the City, the issuing company or its authorized Agent shall give notice to the Department of Aviation in accordance with policy provisions.