

This contract is to increase our current monthly calling plan for our new phone system. We are currently on a plan that allows 5,000 incoming and 5,000 outgoing minutes per month. When we were first deciding on a plan, we did not know how many minutes we would need a month as Windstream only tracked the number of outgoing long-distance minutes we used a month. Our account rep advised we could start with the lower plan and increase if needed once we implemented the new phone system. We have now been on the new phone system for 2 months and can see that we need to increase our monthly allotment to avoid being charged overage fees. This contract is to increase to the next plan, 15,000 incoming and 15,000 outgoing minutes per month. This will increase our monthly cost from \$439.84 to \$596.81. I need to ask for the Court to approve the new contract and allow Judge Benton to sign all necessary documents.

Thank you,
Jessica Moster

SERVICE ORDER NO. 2 TO MASTER SERVICE AGREEMENT (MSA #711303)

Client Information		Services Being Ordered By BCM One	
Client Name: Montague County Courthouse		Services: SIP	Services: Select
Billing Address: PO Box 56	Fl/Ste: _____	Services: Toll Free	Services: Select
Billing Address 2: Montague, TX 76251		Services: Select	Services: Select
Billing Contact Name: Jessica Thomas		Services: Select	Services: Select
Billing Contact Number: 940-894-2549		Services: Select	Services: Select
Billing Contact Email: jthomas@montaguesheriff.com		Tax Exempt (attach forms): Select	

*If applicable, please complete technical review ASAP to ensure prompt order placement.

This Service Order No. 2 to Master Service Agreement (MSA #711303), together with the attached Rate Schedule(s) (this "Service Order") is entered into by and between BCM One, Inc., a New York corporation with its principal offices at 295 Madison Ave., 5th Floor, New York, NY 10017 ("BCM One") on behalf of itself its affiliated entities, successors and assigns and Montague County Courthouse, with offices at 11339 Hwy 59, Montague, TX 76251 ("Client"). By signing this Service Order and/or using the Service(s) Client consents to the terms and conditions set forth herein, the MSA, the BCM One Standard Terms and Conditions (the "Terms and Conditions") and any applicable Service Addendums and/or service level agreements (collectively the "Agreement"). This Service Order may be subject to Client meeting BCM One's standard credit requirements, which may be based on commercially available credit reviews, to which Client hereby consents. Notwithstanding anything to the contrary contained herein or in any other document, no individual circuit (fractional DS1/T1 or greater) shall have a term of less than twelve (12) months from the date the circuit is installed. Unless otherwise agreed, Client must deliver to BCM One all pertinent Client information required to deliver any Service within five (5) days of the Effective Date.

The Service(s) ordered herein are governed by this Service Order, the MSA, the Terms and Conditions, any applicable Service Addendums or service level agreements.

1. Unless otherwise specified, all capitalized terms used herein shall have the same meaning as defined in the Agreement.

2. This Service Order shall become effective upon the Effective Date and the initial term of service hereunder shall commence on the first day of the first full billing cycle in which all of the services ordered hereunder are installed or implemented and shall continue for **sixty (60)** consecutive months thereafter (the "Service Initial Term"). Upon expiration of the Service Initial Term, this Service Order will be automatically renewed for successive terms each equal in length to that of the Service Initial Term (each an "Service Renewal Term" and together with the Service Initial Term, the "Service Term"), unless either party has delivered written notice of its intent to terminate the Services ordered pursuant to this Service Order at least sixty (60) days prior to the end of the Service Term. The Term of the MSA is hereby extended by such period of time so as to expire upon the expiration of the Service Term so as to provide for the effectiveness of the terms and conditions of the MSA with respect to the provision of Services under this Service Order without extending the term of any of Client's other services.

3. There will be a Plan Monthly Minimum Commitment ("PMMC") during the Service Term. Each month during the Service Term, Client agrees to pay BCM One no less than **five hundred ninety-six dollars and eighty-one cents (\$596.81)**, (the "PMMC") in Total Service Charges (as defined in the Terms and Conditions), subject to an adjustment in the event of termination or non-renewal. All Services provided are subject to the terms and conditions contained in the Agreement. Either party may terminate this Service Order or a Service without cause during the Service Term upon sixty (60) days prior written notice, subject to the Terms and Conditions.


4. Upon the signature of the last party to sign this Service Order #2, the parties' obligations pursuant to Service Order #1 shall cease, with the exception that Client remains obligated to pay all charges pertaining to Service Order #1 which may be incurred through and including the date that all services and obligations pursuant to Service Order #1 are replaced by the services and obligations contained in this Service Order #2. However, in the event that Service Order #1 is not replaced by the Services contained in this Service Order #2, Client's obligations with respect to Service Order #1 shall not cease.

5. This Service Order, together with the other documents that make up the Agreement, constitute the complete and exclusive understanding and agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous understandings or agreements of the parties. In the event of a conflict between the express terms of this Service Order, the MSA, the Terms and Conditions or Service Addendums, this Service Order shall govern; however, unless expressly modified herein, all terms set forth in the Agreement will remain unchanged and in full force and effect, and the Agreement is hereby ratified and confirmed by the parties. This Service Order cannot be amended, waived, changed, modified, or discharged except by an instrument in writing executed by both parties.

6. This Service Order may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument notwithstanding that all parties are not signatories to each counterpart. Facsimile and digital signatures shall be treated as original signatures for the purpose of enforcing this Service Order.

By signing below, the parties agree to the foregoing and have executed this this Service Order as of the date first written below (the "Effective Date").

CLIENT

Signed: 
Name: Kevin Benton
Title: County Judge
Date: 3/25/2024

BCM ONE, INC.

By: _____
Name: _____
Title: _____
Date: _____

ORDER SUMMARY

Location	Product	Term	Monthly	Install
11339 STATE HIGHWAY 59 N, MONTAGUE, TX 76251	NVSIP	60 Mths	\$596.81	\$0.00

Order Totals	596.81	0.00
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ORDER DETAIL BY LOCATION

11339 STATE HIGHWAY 59 N, MONTAGUE, TX 76251

Voice Services	QTY	Unit Price	Monthly
nV250 Plan: (15000) Outbound MOU; (15000) Inbound MOU; 500 TF MOU; (1) Toll Free Number (see usage rates); (25) DIDs; (25) Inbound & Outbound caller IDs; (1) # Disaster Recovery Plan; (1) E911 Location; Access to Customer Portal	1	\$269.00	\$269.00
nV Fax Lines (w. 400 pages)	19	\$16.99	\$322.81
Additional E911 Locations	2	\$2.50	\$5.00
Installation Services	QTY	Unit Price	One-Time
TFN Port Fee	1	\$0.00	\$0.00
LNP In	1	\$0.00	\$0.00
Rates Per Minute	QTY	Unit Price	Rate/Min
Outbound Calling Overage	1	\$0.0180	\$0.0180
Inbound Calling Overage	1	\$0.0180	\$0.0180
Toll Free Metered Rate	1	\$0.0240	\$0.0240
Site Total		MRC	NRC
		\$596.81	\$0.00
Order Totals		MRC	NRC
		\$596.81	\$0.00

Important Information:

All circuits and lines installed by BCM One shall be brought to Client's location minimum point of entry (MPOE). Any extension beyond this point shall be chargeable by BCM One at the then current time and material rate.

CLIENT/OWNER: Montague County Courthouse

X  Date: March 25, 2024
 Printed Name: Kevin Benton Initial: KTB

SIP SERVICE E-911 AND SERVICE ADDENDUM

The parties acknowledge and agree that all Services provided pursuant to this Service Addendum will be provided by BCM One, Inc. ("BCM One") to Client pursuant to the terms of the parties Agreement. The parties agree that solely with respect to the BCM One SIP Services (hereafter "SIP Services" or "Services") the following terms shall supplement the terms set forth elsewhere in the Agreement and in the event of a conflict with such terms, these SIP Service terms shall govern with respect to the SIP Services. Unless otherwise specified herein, all capitalized terms shall have the same meaning as defined in the Agreement.

UNLIMITED VOICE SERVICES. BCM One reserves the right to periodically review usage levels of unlimited minute service plans to ensure that Client is not abusing such plan and/or using such service in violation of the terms of this Service Addendum and BCM One's Acceptable Use Policy. If such an abuse or violation is discovered, BCM One may terminate or adjust the plan as appropriate. Client agrees to use the unlimited minute service plans for traditional voice or fax calls of a duration comparable to that of the average small business clients presently utilizing BCM One's SIP Service and will not employ methods, devices or procedures to take advantage of unlimited plans by using the voice or fax services excessively or for means not intended by BCM One. Excessive use is defined by BCM One as use that substantially exceeds the average call volume or duration used by all other BCM One unlimited plan clients, and attempting to originate or terminate multiple concurrent phone calls through any single line of service. The following types of services are specifically prohibited and may not be accessed through BCM One's unlimited voice service plan: monitoring services, transmission of broadcasts or transmission of recorded material. BCM One may terminate Client's service or change Client's service plan if, in its sole discretion, BCM One determines that Client's use of the unlimited plan violates this prohibition, is otherwise "unreasonable" or results in abuse of the unlimited minute service plan.

BCM One shall consider Client's use of this Service to be "unreasonable" and therefore subject to immediate termination if Client:

1. re-sells, re-brands, re-supplies, re-markets or commercially exploits BCM One's Unlimited Service, without our written consent, in order to aggregate traffic from more than one client over an "unlimited" line or trunk;
2. sets up routing functionality such that only outbound long-distance traffic is sent over the Unlimited Service; or
3. engages in any other conduct which is fraudulent, illegal, harassing or results in significant network congestion, or degradation.

BCM One shall consider Client's use of our SIP Service to be "abusive" and subject to immediate termination or adjustment if Client utilizes:

1. autodialing, predictive-dialing, or robo-dialing;
2. continuous, repetitive or extensive call forwarding;
3. harassing, threatening or abusive calls;
4. unsolicited calls if such unsolicited activities could reasonably be expected to, or actually do in fact, provoke complaints;
5. false information for Client or any users of the SIP Service;
6. continuous or extensive chat line or conference call participation;
7. free conference calling or similar services that participate in traffic simulation practices or schemes that result in excessive charges;
8. repetitive and/or continuous messaging or calling to the same destination number if such activity could reasonably be expected to, or in fact actually does, provoke complaints;
9. long duration calls (defined as calls to the same number in excess of four (4) hours (continuous or cumulative) within a twenty-four (24) hour period) and/or calls placed to specific numbers/destinations for the purpose of generating charges or fees for or with a third party;
10. calls that do not consist of uninterrupted live human voice dialog by and between natural human beings;
11. continuous call session connectivity;
12. fax broadcasting;
13. fax blasting;
14. telemarketing; or
15. any other activity that would be inconsistent with reasonable business use patterns, which cause network congestion or jeopardizes the integrity of BCM One's network.

911 / E911 DIALING SERVICE GUIDELINES

EMERGENCY SERVICES- 911 DIALING & NON-VOICE SYSTEMS.

Minimum Requirements: Due to FCC rulings and regulations, all Clients who are using BCM One SIP Services as their primary business telephone carrier must activate 911 Emergency Services on at least one DID per location.

Non-Availability of Traditional 911 or E911 Dialing Service:

Client acknowledges and understands that the Service does NOT support traditional 911 or E911 access to emergency services. BCM One offers a limited 911-type service and that service is different in several important ways (some, but not necessarily all, of which are described in this Service Addendum) from traditional 911 service. Client agrees to inform any it's end users and third persons who may be present at the physical location where Client utilizes the Service of the non-availability of traditional 911 or E911 dialing from Client's SIP Service and equipment.

Description of 911-Type Dialing Capabilities – Activation Required:

BCM One offers a 911-type dialing service in certain areas within the U.S. (but may not offer such service in certain areas of the U.S. or non-U.S. locations) that is different in several important ways from traditional 911 services. Unless Client makes changes when Client dials 911, Client's call will be routed from the BCM One network to the Public Safety Answering Point (PSAP) or local emergency service personnel designated for the address that Client listed at the time of activation. Client acknowledges and understands that when Client dials 911 from Client's equipment it is intended that the call will be routed to the general telephone number for the PSAP or local emergency service provider and may not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Client acknowledges and understands that Client's 911 call may not be routed to a PSAP but instead may be routed to a central call center where Client will have to provide Client's location. BCM One relies on third parties for the forwarding of information underlying such routing, and accordingly, BCM One and its third-party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. As described herein, this 911-type dialing currently is NOT the same as traditional 911 or E911 dialing, and at this time, does not necessarily include all of the capabilities of traditional 911 dialing. Neither BCM One nor its officers, directors, employees, affiliates, agents direct or indirect subsidiaries may be held liable for any claim, damage, or loss, and Client hereby waives any and all such claims or causes of action, arising from or relating to 911 dialing. Client agrees to indemnify and hold harmless BCM One and its third-party provider(s) from any claim or action arising out of misroutes of 911 calls, including but not limited to Client failure to follow correct activation procedures for 911 calling or Client provision to BCM One of incorrect information in connection therewith. As described above, all calls dialed by handset extensions included in Client's account with BCM One will be routed from the BCM One network to the PSAP or local emergency service personnel designated for the address that Client listed at the time of activation. In the event that Client equipment is used in multiple locations, or in the event that one or more items of equipment are used in multiple locations, end users designated as administrators on Client's account may, at Client's option, create additional service locations and associate Client equipment to specific locations for the purposes of routing calls to the local PSAPs for such locations. Individual end users may assign and re-assign their current location on an as-needed basis. Those updates can be made by opening a trouble-ticket with BCM One (troubleticket@bcmone.com). It is Client's sole responsibility to request these changes and to ensure that all of its end users and other third persons who may be present at the physical location(s) where Client utilizes the Service are aware of this option.

Service Outage

Power Failure or Disruption: Client acknowledges and understands that 911 dialing does not function in the event of a power failure or disruption. Should there be an interruption in the power supply, the Service and 911 dialing will not function until power is restored. A power failure or disruption may require Client to reset or reconfigure equipment prior to utilizing the Service or 911 dialing.

Broadband Service / ISP Outage or Termination / Suspension or Termination by BCM One: Client acknowledges and understands that service outages or suspension or termination of service by Client's broadband provider and/or ISP or by BCM One will prevent ALL Service including 911 dialing.

Service Outage Due to Suspension of Client Account: Client acknowledges and understands that service outages due to suspension of Client account as a result of billing issues will prevent ALL Service, including 911 dialing.

Other Service Outages: Client acknowledges and understands that if there is a service outage for ANY reason, such outage will prevent ALL Service, including 911 dialing. Such outages may occur for a variety of reasons, including, but not limited to those reasons described elsewhere in this Service Addendum.

Limitation of Liability and Indemnification: Client acknowledges and understands that BCM One's liability is limited for any Service outage and/or inability to dial 911 from Client's line or to access emergency service personnel, as set forth in this Service Addendum. Client agrees to defend, indemnify, and hold harmless BCM One, its officers, directors, employees, affiliates, agents, direct and indirect subsidiaries and any service provider who furnishes services to Client in connection with the parties Agreement, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) by, or on behalf of, Client or any third party or user of Client's Service relating to the absence, failure or outage of the Service, including 911 dialing and/or inability of Client or any third person or party or user of Client's Service to be able to dial 911 or to access emergency service personnel.

Failure to Designate the Correct Physical Address When Activating 911 Dialing: Failure to provide the current and correct physical address(es) and location(s) of Client equipment will result in any 911 communications Client may make being routed to the incorrect local emergency service provider. This must be the actual physical street address where the equipment is located, not a post office box, mail drop or similar address.

Requires Notification if Client Changes, Adds or Ports New Numbers: Client acknowledges and understands that 911 dialing does not function if Client changes Client's phone number or (for such newly added or ported numbers) if Client adds or ports new numbers to Client's account, unless and until Client has successfully notified BCM One of the correct address for Client's changed, newly added or newly ported number.

To ensure any E911 call is routed properly Client must set Client outbound caller ID value to the specific 10-digit number (DID) Client is purchasing E911 service for. This is how the BCM One network identifies Client and Client's location to determine which PSAP the call get routed to.

NOTE: Failure to set the correct caller ID value will result in a non-refundable surcharge per each incorrectly configured E911 call.

Requires Notification if Client Moves or Changes Location: Client acknowledges and understands that 911 dialing does not function properly or at all if Client moves or otherwise changes the physical location of Client equipment to a different street address, unless and until Client has successfully notified BCM One of such change in location and the correct address. Failure to provide the current and correct physical address(es) and location(s) of Client equipment will result in any 911 dialing Client may make being routed to the incorrect local emergency service provider.

NOTE: Failure to register a valid physical address to the number Client is calling from will result in a non-refundable surcharge per each incorrectly configured E911 call.

Possibility of Network Congestion and/or Reduced Speed for Routing or Answering 911: Due to the technical constraints on the manner in which it is possible to provide the 911 dialing feature for the Service at this time, Client acknowledges and understands that there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 communication made utilizing Client equipment as compared to traditional 911 dialing over traditional public telephone networks. Client acknowledges and understands that 911 dialing from Client equipment will be routed to the general telephone number for the local emergency service provider and will not be routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls at such local provider's facilities when such calls are routed using traditional 911 dialing. Client acknowledges and understands that there may be a greater possibility that the general telephone number for the local emergency service provider will produce a busy signal or will take longer to answer, as compared to those 911 calls routed to the 911 dispatcher(s) who are specifically designated to receive incoming 911 calls using traditional 911 dialing. Client acknowledges and accepts that BCM One relies on third parties for the forwarding of information underlying such routing, and accordingly BCM One and its third-party provider(s) disclaim any and all liability or responsibility in the event such information or routing is incorrect. BCM One its officers, directors, employees, affiliates, agents, direct or indirect subsidiaries may not be held liable for any claim, damage, or loss, and Client hereby waives any and all such claims or causes of action, arising from or relating to 911 dialing unless it is proven that the act or omission proximately causing the claim, damage, or loss constitutes gross negligence, or intentional misconduct on the part of BCM One.

Automated Number Identification: At this time in the technical development of BCM One 911 dialing, it may or may not be possible for the Public Safety Answering Point (PSAP) and the local emergency personnel to identify Client's phone number when Client dials 911. BCM One's system is configured in most instances to send the automated number identification information; however, one or more telephone companies, not BCM One, route the traffic to the PSAP and the PSAP itself must be able to receive the information and pass it along properly, and PSAPs are not yet always technically capable of doing so. Client acknowledges and understands that PSAP and emergency personnel may or may not be able to identify Client's phone number in order to call Client back if the call is unable to be completed, is dropped or disconnected, or if Client is unable to speak to tell them Client's phone number and/or if the

Service is not operational for any reason, including without limitation those listed elsewhere in this Service Addendum.

Automated Location Identification: At this time in the technical development of BCM One 911 Dialing, it is not possible to transmit identification of the address that Client has listed to the Public Safety Answering Point (PSAP) and local emergency personnel for Client's area when Client dials 911. Client acknowledges and understands that Client will need to state the nature of the emergency promptly and clearly, including location, as PSAP and emergency personnel will NOT have this information. Client acknowledges and understands that PSAP and emergency personnel will not be able to find Client location if the call is unable to be completed, is dropped or disconnected, if Client is unable to speak to tell them the location and/or if the Service is not operational for any reason, including without limitation those listed elsewhere in this Service Addendum.

Alternative 911 Arrangements: Client acknowledges that BCM One does not offer primary line or lifeline services. Client should always have an alternative means of accessing traditional E911 services. Client acknowledges that the equipment and Services do not support 911 emergency dialling or other emergency functions. Client agrees to notify any user of the Services, who may place calls using Client's phone services, of the 911 limitations. BCM One advises Client to maintain an alternative means of accessing traditional 911 services such as traditional telephones and cellular phones.

Non-Voice Systems: Client acknowledges that the Services are not set up to function with outbound-dialing systems including home security systems, medical monitoring equipment, satellite television systems, credit card terminals, elevator lines and some facsimile systems. Client will have no claim against BCM One for interruption or disruption of such systems by the Service.

Force Majeure: BCM One is not responsible or liable to Client for its failure to perform any of its obligations caused by a Force Majeure as defined in the parties Agreement.

TELEPHONY HARDWARE.

Telephony rentals and new hardware ("Telephony Hardware" or "Devices") is pre-configured by BCM One. Client may not change the electronic serial number or equipment identifier on any Device or perform a factory resetting on any Device. Client understands and accepts that may not make its own changes to these Devices while using the Service. Client made configuration changes can cause the Service to become disabled. Client will be charged a professional service fee by BCM One for reconfiguring Devices that have been tampered with.

Any Telephony Hardware purchased through BCM One is the property of Client. There is a limited one (1) year warranty on all Telephony Hardware. Damage caused to any Device outside of manufactures defect is the responsibility of Client. This includes, but may not be limited to power surges, theft, water damage or damage due to improperly securing Devices.

BCM One does not provide any warranties for previously purchased Devices from other sources beyond BCM One that have been reprovisioned on the Service. There are many variables such as Device firmware versions that are introduced with Telephony Hardware that is not provided from BCM One.

Upon request BCM One may provide a list of Device manufactures and models that can be reprovisioned on BCM One SIP platform. It is Client's responsibility to ensure any reprovisioned Devices are set to the correct firmware BCM One supports. Non-compliant firmware can affect the users experience which may not be correctable by BCM One technical support. BCM One may charge a fee for existing Devices that are reprovisioned to BCM One SIP Service unless otherwise noted in the Agreement.

Additional Terms. Client acknowledges that in the event that it is not utilizing BCM One managed internet services for these SIP Services, the SIP Services will be provided without a binding Service Level Agreement, which means there is no mean time to repair ("MTR"). Accordingly, if Client has a service issue, including but not limited to a service issue caused by a Client network outage, Client provided equipment ("CPE"), Client network configurations and/or Client provided internet services that may cause degradation to the SIP Service, BCM One will not issue credits to Client for its downtime or degradation of services. Moreover, Client shall ensure that the SIP Service will not be used for the transmission or receipt of data, including but not limited to faxes, point of sale terminals, credit card authorization terminals or alarm lines. Alarm lines are not supported by the SIP Service due to the method by which alarm lines signal the central monitoring station (e.g. no error correction, no facilities for jitter and/or delay, and the like).



BCM One SIP Service Level Agreement

This Service Level Agreement (“SLA”) sets forth the performance metrics applicable to BCM One’s SIP Services (the “Service”). The provisions of this SLA state Client’s sole and exclusive remedies for Service interruptions and Service deficiencies of any kind. Unless otherwise specified herein, all capitalized terms shall have the same meaning as defined in the Agreement.

Definitions

The following terms and definitions shall be used in this Service Level Agreement:

Force Majeure – As defined in the Client’s BCM One Master Service Agreement.

Local Loop – A “Local Loop” is the physical connection provided by a third-party service provider delivering physical connectivity between the Client and the BCM One network and service facilities.

Measurement Period – The measurement period begins on the first day of each calendar month and ends on the last day of the same calendar month. For service initiation, the measurement period begins on the first day of the next full month after service is initiated. For service termination, the final measurement period is the last full month prior to service termination.

Outage – An Outage is defined as the Client’s inability to make or receive any telephone calls because of application or network issues related solely to network elements directly under the exclusive control of BCM One.

Scheduled Maintenance - means any time period during which the Service will not be available as determined by BCM One with notice to Client via email or other communication at least three (3) days before maintenance is scheduled to begin.

SIP Trunk – A “SIP Trunk” is a virtual pipe that utilizes to provide SIP service. A single SIP Trunk may have multiple concurrent call sessions associated with it.

Service Availability

Service Level Commitment

BCM One is committed to maintain an end to end, Service and Network Availability (as defined below) of 99.9 %.

Required Client Participation for SIP Trunking Users

SIP Trunking Clients will review and implement BCM One redundancy and security measures for using BCM One service as outlined in the implementation and planning guide which will be provided to Client when the Service is onboarded. Failure to set up BCM One redundancy measures will void this SLA.

Measurement

The availability of the Service ("Network Availability") is measured by "Network Downtime", which exists when a particular BCM One Port is unable to transmit and receive data. Network Downtime is measured from the time a trouble ticket is opened by the Client to the time the Affected Service is again able to transmit and receive data. "Affected Service" means the Port that fails to meet the applicable Goal. If Client is due credits pursuant to this SLA, Client may not leverage any other SLA(s) and apply it to the same event.

"Service or Network Availability" is the ratio of time the core service and network are capable of accepting and delivering information to the total time in the Measurement Period. Service and Network Availability is expressed as a percentage.

Components Included

This is a Service and Network wide measurement.

Components Excluded

The following shall be excluded from any service or network outage time when calculating the Service and Network Availability ("Excused Outage"):

- Service and/or network downtime during any scheduled or emergency maintenance periods.
- Service interruptions, deficiencies, degradations or delays during any period in which BCM One or anyone on its behalf are not afforded access to the premises where access lines associated with the Service are terminated or BCM One Equipment/Hardware is located.
- Service and/or network downtime due to Force Majeure.
- Failures due to the Local Loop facilities.
- Client's own negligent, reckless or intentional acts or omissions.
- Service and/or network downtime due to failure of any network or system provided by Client or any third party.
- Service downtime or failure due to transport services provided to Client by a third party.
- Service and/or network downtime due to incorrect routing, setup, or provisioning of Client's IP PBX or other CPE, which is the responsibility of Client regardless of who provided the equipment.
- Service downtime related to any lines added, removed, or re-configured during the month.
- Service downtime associated with lines used as backup or alternate routes.
- "No Trouble Found" trouble tickets.

Service and/or Network Availability Remedies

Upon notification by the Client and verification by BCM One that the Service and/or Network Availability is below the committed Service and Network Availability for the Measurement Period, BCM One shall apply a credit equal to ten percent (10%) of the monthly service charge for the affected SIP Trunk pursuant to the parties Agreement. Such credit shall be Client's sole and exclusive remedy for BCM One's failure to meet the committed Service and Network Availability. Client must request credit within sixty (60) days of the validated Outage. BCM One reserves the right to determine if an Outage is considered a validated Outage. Requests for credits may take up to 30 days to research and review; Client remains responsible for paying its invoices and will receive a credit after the 30-day review period.

Mean Time to Respond

Service Level Commitment

BCM One will use commercially reasonable efforts to maintain a maximum Mean Time to Respond of two (2) hours. BCM One will accept trouble calls from Client 24 x 7 x 365. All calls should be made to 888.543.2000. Client may also contact BCM One by opening a trouble ticket. Within two (2) hours of opening a trouble ticket, a BCM One representative will attempt to contact the Client and inform the Client of the Estimated Time to Restore ("ETTR"). If a significant change in the ETTR occurs, BCM One will attempt to provide an update to the ETTR to the Client. All trouble tickets should be directed to troubleticket@bcmone.com.

Mean Time to Restore

Service Level Commitment

BCM One will use commercially reasonable efforts to maintain a maximum Mean Time to Restore of four (4) hours.

Maximum Allowable Remedy

At no time will multiple remedies be provided to the Client for the same, similar or related problems on the same SIP Trunk. Client's sole and exclusive remedy for BCM One's failure to meet the committed Service Availability or other failure to meet the foregoing guidelines shall be the credit outlined in the applicable section. The maximum allowable remedy in a given Measurement Period will be ten percent (10%) for each line or user service affected.

THE CLIENT UNDERSTANDS THAT THE SERVICES, NETWORKS AND EQUIPMENT REFERRED TO HEREIN WILL BE FURNISHED "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. OTHER THAN ANY LIMITED WARRANTY THAT MAY BE GIVEN TO CLIENT UNDER THE PARTIES MASTER SERVICE AGREEMENT, BCM ONE MAKES AND CLIENT RECEIVES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, IN THIS SLA OR IN ANY COMMUNICATION WITH CLIENT REGARDING SUCH SERVICES, NETWORK OR EQUIPMENT. BCM ONE SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. BCM ONE EXPRESSLY DISCLAIMS RESPONSIBILITY FOR THE CONTENT OF INFORMATION TRANSMITTED BY CLIENT OR THE RESULTS OF ANY TRANSMISSION. BCM ONE DOES NOT WARRANT THAT THE OPERATION OF THE SERVICES, NETWORKS OR EQUIPMENT COVERED BY THIS SLA WILL BE UNINTERRUPTED OR ERROR FREE.

Chronic Outage

Client understands that minor interruptions in service may occur during BCM One's provision of SIP Services to Client. As used herein, the term Excused Outage shall have the same meaning as set forth in this SLA. All other outages are "Non-Excused Outages." In the event Client: (i) opens five (5) or more trouble tickets for the same trouble within a thirty (30) day period, (ii) has one (1) service outage that has continued for twenty-four (24) or more consecutive hours, or (iii) has service outages of one hundred twenty (120) hours or more over one hundred eighty (180) consecutive days, and the cause of each such trouble is determined to be in BCM One's network, as Client's remedy, it may (a) give BCM One notice that it wishes to have BCM One migrate its telephone services to another BCM One SIP provider, and (b) BCM One shall comply at no cost to Client, provided that (i) Client gives BCM One notice of the event giving rise to its request for a replacement BCM One SIP provider within thirty (30) days thereof; and (ii) Client cooperates with BCM One in effectuating a replacement of the SIP provider. Any change to Client's Agreement resulting from an application of this clause must be in writing and signed by both Parties.