



**Pacific Office Automation**

## **Exclusive Proposal**

*Prepared for  
El Camino Real Academy*

*Submitted by :*

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505-553-4081

## WELCOME TO



## Our Company

Pacific Office Automation has been family owned and operated for 42 years and has grown each year. We are a debt-free, growth-oriented company with a strong, consistent track record. This is a major benefit to our customers, ensuring they will always have a high level of service from a company that is not distracted by financial difficulties. While others in our industry have merged, we have stayed privately owned and customer-driven.

The local POA in Albuquerque, currently has over 50 employees and is the largest privately owned document imaging company in the state. We offer the resources of a publicly held company combined with the flexibility and personal service you can only get from a family owned company – the best of both worlds.

We realize that “SERVICE” is the foundation of our success, and our achievements in this area show. Pacific Office Automation has a customer retention rate of over 98%. This is an incredible accomplishment and really sets us apart from the rest in our industry.

## **Service Program**

- \* POA's service program is unique in that we provide local dispatch to our technicians
- \* Quick Response Times average of 4 hours or less
- \* All of our Service Technicians are factory trained and accredited
- \* Our Service Technicians have an average of 10 years' experience
- \* In order to provide fast and effective service, each technician carries a stock of frequently used parts at all times
- \* Our local warehouse is stocked with more than 5 Million dollars in inventory meaning you will not have to wait for parts and toner eliminating down time
- \* We track service performance on a daily basis to make sure we are providing a high level of service to each account
- \* Unlimited Toner, Parts and Labor

## **Guarantees:**

- \* All of the installed equipment will be covered by a manufacturer's warranty.
- \* Replacement guarantee if you are not satisfied



QTY	DESCRIPTION
<b>[Sales Rep] Paul Mares, Branch 63</b>	
<b>Mitel Unified Communications Solution</b>	
<b>*****Hardware/Software/Licenses</b>	
1	MiVoice Business Virtual for Enterprise
1	MiCollab Virtual Appliance
1	UCCv4.0 STND User for MiVoice Bus x50
20	UCCv4.0 STND User for MiVoice Bus x1
1	MiCollab NPUM MiVBus Mailbox Licensesx10
4	MiVoice Business License - SIP Trunk x1
2	MiVoice Business SIP Trunks x10
1	MiCClient Licnse - Peering Adv Server
1	MiCClient Licnse - Federation Adv Server
2	MCD Mailbox license
2	6930 IP Phone
7	Promo - 6930 IP Phone (6930 4x)
2	6940 IP Phone
2	Promo - 6940 IP Phone (6940 4x)
30	6910 IP Phone
1	M695 PKM
1	Integrated DECT Headset (NA)
1.00	Install Kit Large/Consumables
<b>*****Software Assurance</b>	
1	SWA Std 5y MiVBus System
1	SWA Std 5y MiCollab System
10	SWA Std 5y MiCollab UM Mailbox
70	SWA Std 5y UCC Std MiVB
1	MiVB 25 Promo PN 54005748
1	MiVB 25 Promo PN 54006542
1	MiVB 25 Promo PN 54006543
<b>Delivery/Installation</b>	
1.00	Project Management - Basic
65.00	Professional Services



QTY		DESCRIPTION
<b>[Sales Rep] Paul Mares, Branch 63</b>		
<b>Premium Dial Tone Services/SIP Trunking</b>		
24.00		SIP Trunk (Includes E-911)
50.00		Direct Inward Dial (DID) Number
1.00		Directory Listings (Per Number)
<b>Virtual Servers</b>		
2.00		Private Cloud - Small (MVB & MiCollab)
1.00		Managed UC Services Agreement, Monthly
<b>Telecommunications Fees &amp; Surcharges</b>		
1.00		Telecommunications Fees



# PACIFIC OFFICE AUTOMATION

— PROBLEM SOLVED —

## An Overview of Pacific Office Automation's Private Cloud Running on the Mitel MiVoice Business Platform

**Prepared By**

Sheri Hood

Unified Communications Engineer

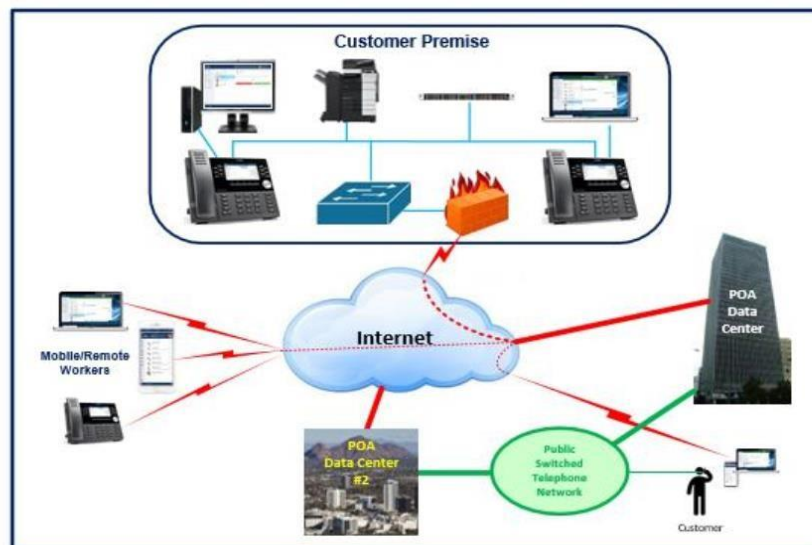




A Private Cloud solution maintains the capabilities of an on-premises systems with fewer physical requirements. In a Private Cloud environment, the phone system and software applications are virtualized within a VMWare environment and installed in a data center. This provides the security of knowing if you are unable to access a site or local internet or telco goes down, callers will still be answered by your organizations phone system, be able to access auto attendant, leave voicemails and with the implementation of Unified Communication, calls could be directed to mobile devices or phones that are at a secondary location. Additionally, site survivability can be built into a Private Cloud solution and is normally called a Hybrid Cloud.

A customer can build their own Private Cloud solution or take advantage of POA's Private cloud solution. The POA Private Cloud solution maintains the capabilities of the Mitel on-premises systems with fewer local physical requirements. In the POA Private Cloud environment, the Mitel phone system and software applications are virtualized within a dedicated VMWare server for each customer and installed in our modern hyper-converged data center based in Seattle, Washington. POA supports and maintains the phone systems as well as provides dial tone services through our partnership with the Intermedia SIP division. This Managed Unified Communication Service provides a highly available and secure environment for our customer's needs.

One of the biggest benefits of the Pacific Office Private Cloud Solution vs a cloud subscription solution is the long term ROI. Once the onetime charges for software licenses, hardware and install are paid for, the only ongoing charges are monthly services for trunking, data center space, software assurance and support. This approach lowers the total cost of the solution yet still provides the benefits of business continuity and disaster recovery, ease of management and ongoing support.




All Mitel applications and licenses are owned by the customer and are hosted in the POA Data Center.

There are no onsite servers for the Mitel MiVB, Collaboration, Conferencing or Reporting.

**PACIFIC OFFICE  
AUTOMATION**

**PRIVATE CLOUD  
UNIFIED COMMUNICATIONS**

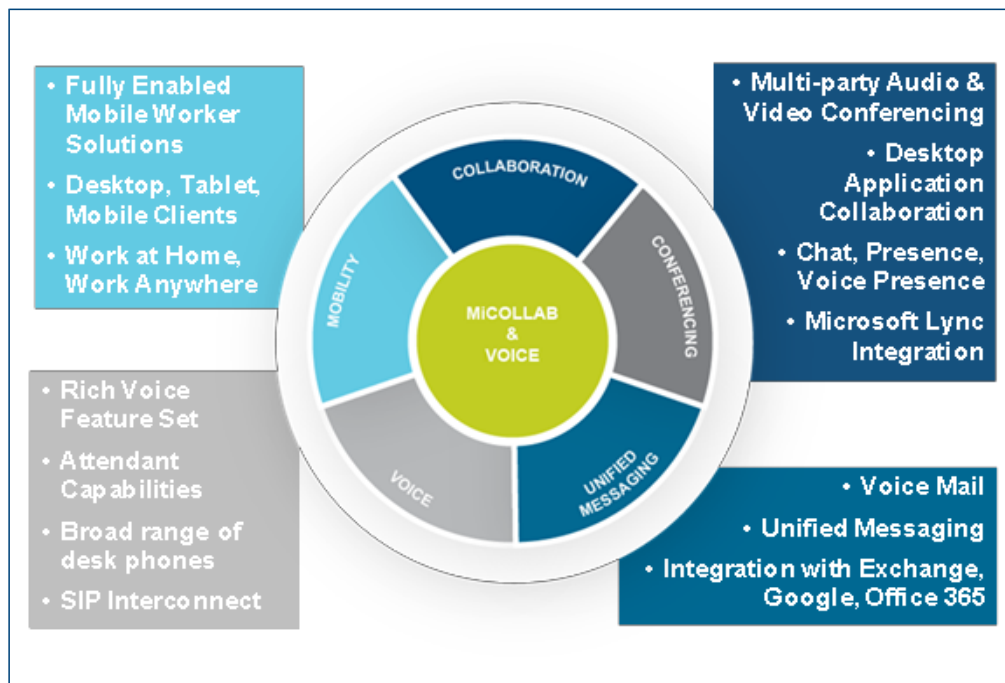
powered by  Mitel

## MITEL MIVoice BUSINESS AND MICOLLAB

The MiVoice Business voice platform combined with MiCollab's rich unified communications features provide:

- voice communications
- advanced unified communications
- mobility
- audio, web and video conferencing and collaboration
- unified messaging

The solution can be further augmented with add-on Mitel and third-party applications such as contact center and call recording.



## MIVoice BUSINESS & MICOLLAB SOLUTION OVERVIEW

MiCollab helps improve the speed and quality of decisions being made throughout the organization by providing employees with a single point of access to communications and connectivity tools that align with how employees prefer to connect and communicate with others in today's modern, fast-paced workplaces.

MiCollab Unified Messaging provides both basic voicemail and advanced unified messaging, meeting the diverse messaging needs of any enterprise. As an integrated part of the MiCollab solution, MiCollab UM enables users with access to their voice mails remotely, be notified by telephone or pager when a voice message is left for them, and listen to their voicemails through Microsoft Outlook clients with Message Waiting Indicator (MWI) on playback via a URL. In addition, users can play their emails through the Telephony User Interface or view their messages via the Visual Voice Mail section of their MiCollab client.



Through MiCollab your employees can:

- Remain connected with the business, no matter where their day takes them
- Have instant access to the people and connectivity tools they need, when and where they need them
- Easily communicate with colleagues in a manner that is best suited for the situation and/or does not disrupt their current activity

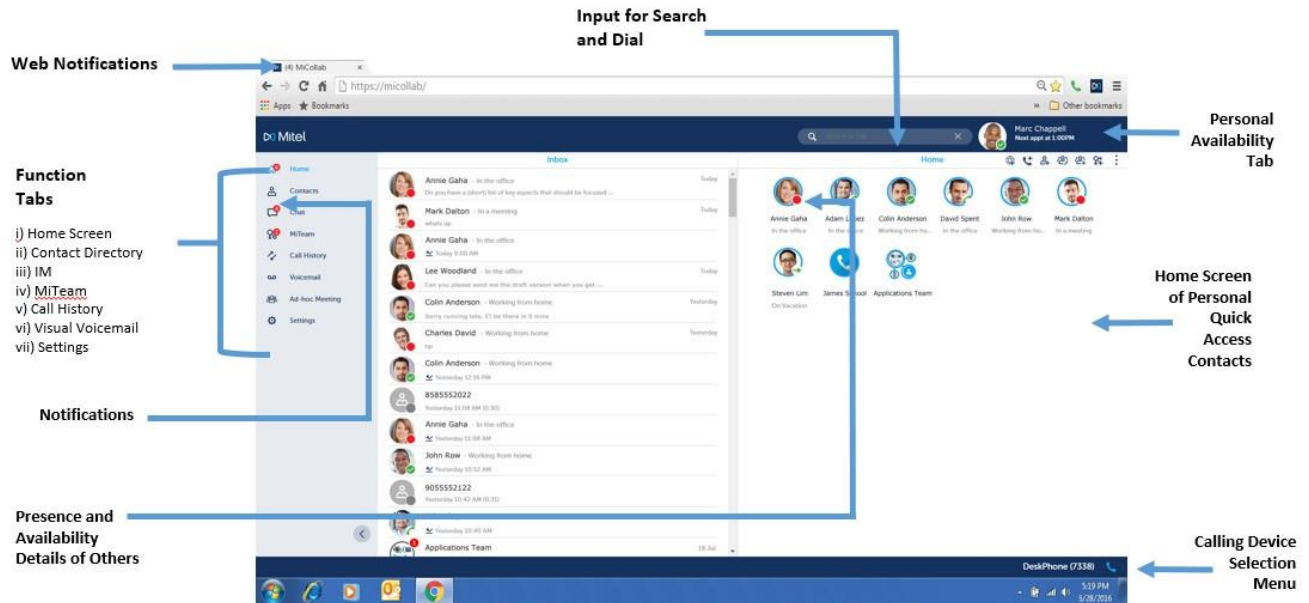
MiCollab provides multiple communications and collaboration applications through a single stream of software that addresses the following business needs:

- Voice Calling
- Voice Messaging
- Unified Messaging
- Secure, Instant Messaging (IM)
- Mobility
- Audio Conferencing and Collaboration – Scheduled and Ad-hoc

The UCC Standard User License provides the following features:

- full range of UC and communications features, including call control, click-to-call, visual voice mail, unified messaging, chat, and presence, dynamic status, and calendar integration
- multi-device linking (one number reach)
- desktop and web client
- add-on options for mobile client, softphone, and remote teleworker
- a softphone (can be used on mobile or desktop), and access to full conferencing and desktop collaboration, including ad-hoc, scheduled and reoccurring conferences
- teleworker support for desktop device or softphone

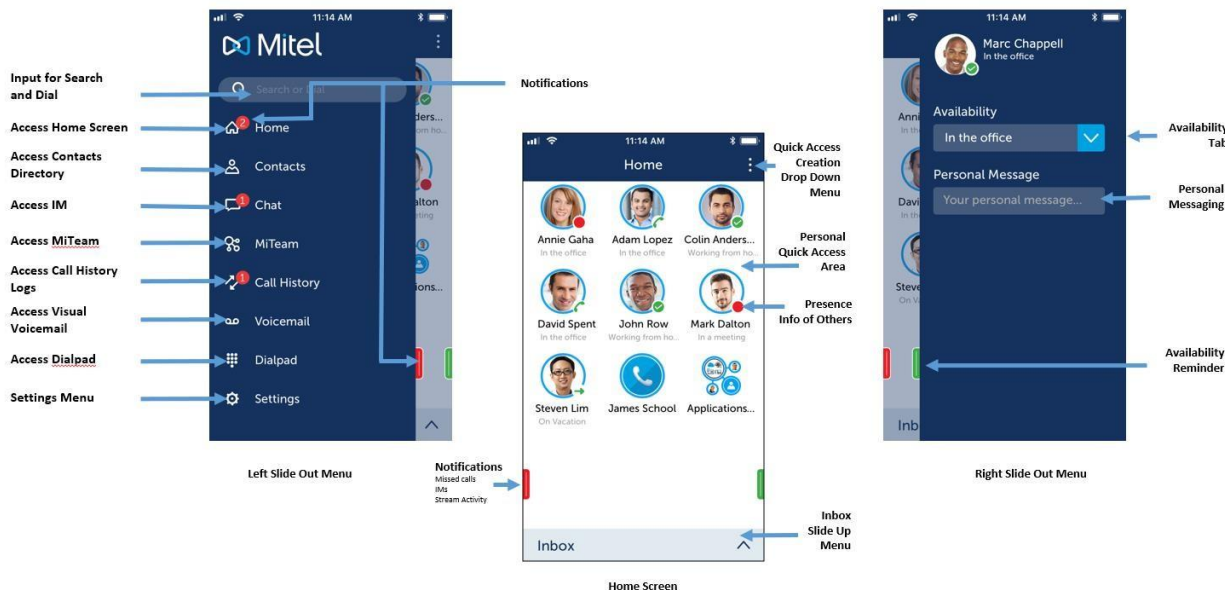
The MiCollab Web Client is based on an agnostic platform and intuitive GUI philosophy enabling users to access core UC capabilities without having to install a desktop client application. Users can access MiCollab functionality from a remote location using a non-business provided PC/laptop, MiCollab Web Client supports Chrome, Firefox, Edge, Safari and IE 11 and a softphone (WebRTC-based) version for Chrome or Firefox.



*MiCollab Web Client interface*

Mitel's MiCollab mobile client offers users of supported Android-based and iOS mobile devices with access to a rich set of features that interact seamlessly to provide them with voice, chat, unified messaging, video and access to collaborative sessions from their mobile device. MiCollab client for mobile devices enables users to make calls from both enterprise and personal cellular numbers using Wi-Fi, 3G/4G, or cellular networks.

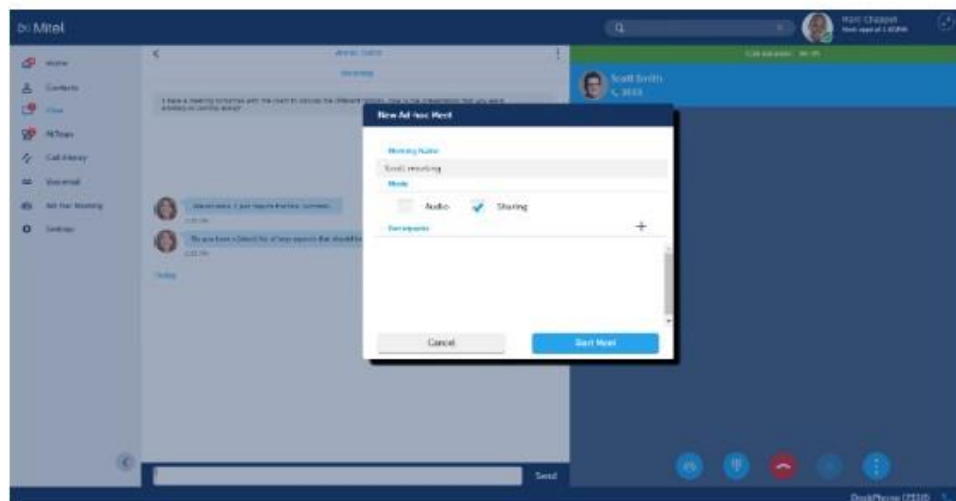
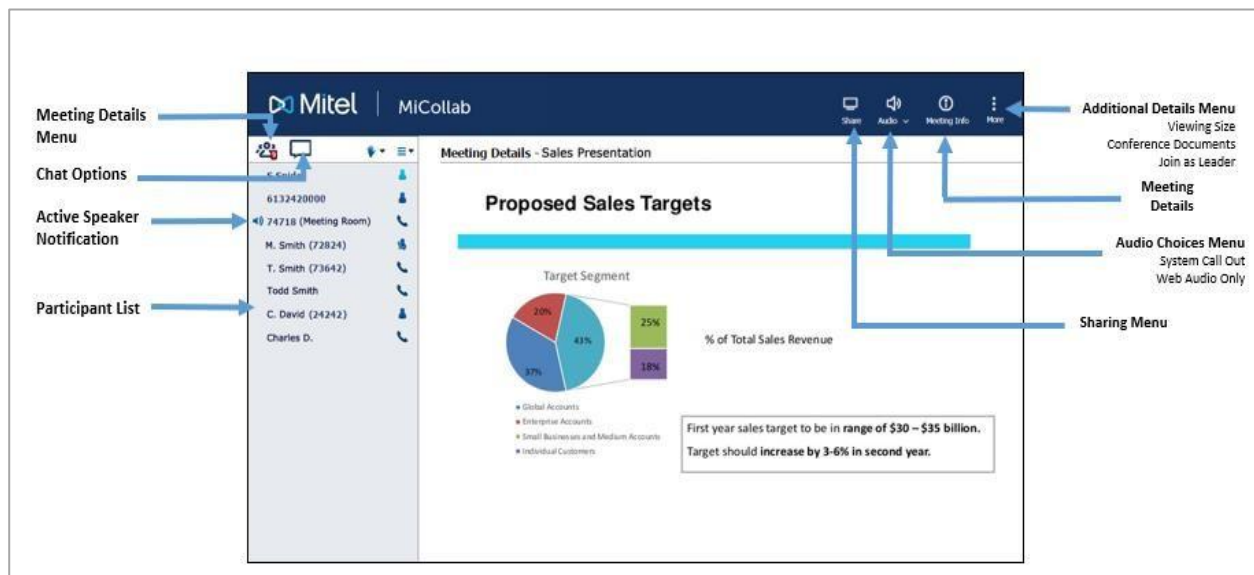
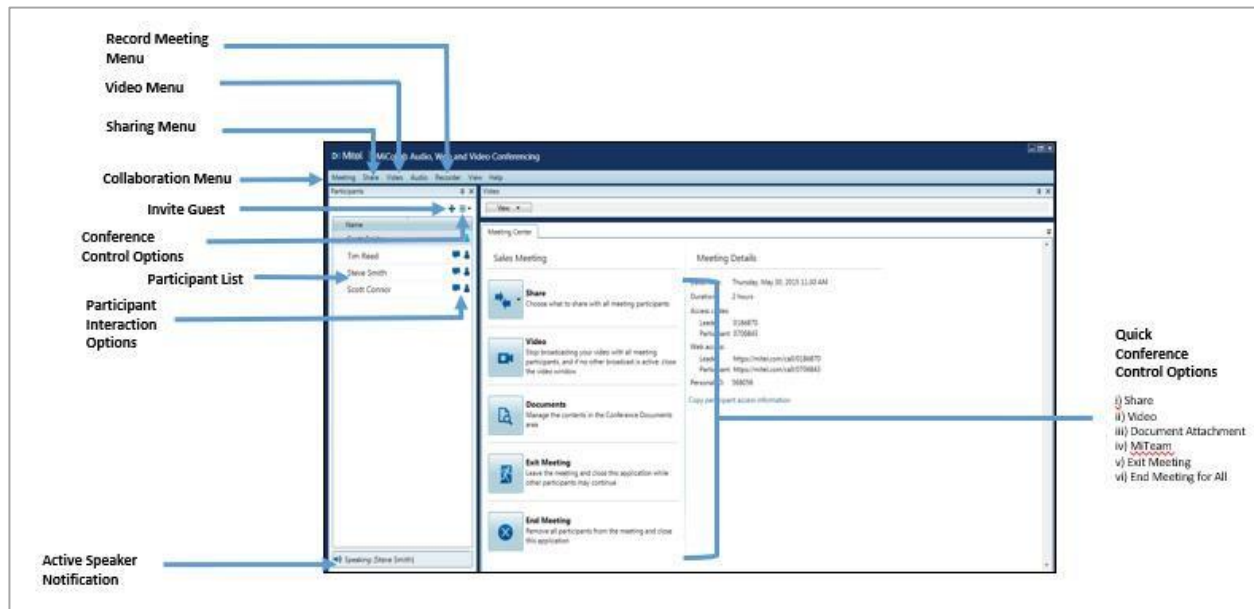
The MiCollab mobile client is downloaded through the Apple AppStore or Google Play Store. Once downloaded users can easily activate and synchronize with their MiCollab mobile client with their MiCollab desktop client. Configuration and setup occur directly on the device with a simple click of the activation link or QR code sent to them via a MiCollab generated e-mail sent by IT.



MiCollab Audio, Web and Video Conferencing provides the following web conferencing/collaboration features:

- Instant, ad-hoc conference calls. Users can Initiate an Ad-hoc Meeting or escalate a call or chat into a collaborative session from within MiCollab desktop-based clients
- Scheduled or reoccurring meetings. Users can schedule audio and/or web conferences in advance of a meeting with unique access codes and/or create meetings that occur at regular intervals or have no set end date, enabling meeting drop-in/out capability when needed.
- Conference control and management. Meeting hosts can add and drop other call participants as well as mute, hold, or transfer the call directly from the desktop. A call detail record (CDR) provides a log of all calls including the date, time, and call duration for billing purposes.
- Video Calling. MiCollab provides users with multiparty desktop-based video conferencing for up to 8 participants using desktop web cameras.
- Web-based collaboration access. There is no need for participants to download any client applications to view content being shared while discussing it in real-time via the audio bridge. However, if they do need to share content, simply selecting the Sharing button downloads a browser plugin enabling them to share a specific document or their entire desktop if and when required.
- Public/Private Chat. Enables intra-meeting discussions that don't interrupt the entire meeting through instant
- Messages with another participant or with the entire group.
- File Transfer and Document Management. Instantly transfer files to all or selected collaboration participant and place important files in public or private areas for future use.
- Conference Recording. Create recordings of conference calls and collaborative sessions for playback later.
- Meeting Center. Integration between MiCollab and your Mitel MiVoice communications platform enables employees to view, access and be notified of a MiCollab conference that is about to begin on the display of their MiVoice 6800 and MiVoice 6900 series phones.
- Outlook® plug-in. With a click of their mouse employees can add MiCollab audio and collaboration services to any meeting request created within their Outlook desktop calendar with audio bridge and web collaboration details automatically added to the meeting invite.

MiCollab browser-based interface enables users to easily schedule and conduct one-time or reoccurring conference calls and share documents of any type, with any participant. Participants can join using browser-based clients or downloadable desktop clients, they can chat, share content, and, using the desktop client capture a recording



## MITEL 6900 SERIES IP PHONE OVERVIEW

The Mitel 6920 IP, 6930 IP, and 6940 IP phones deliver the highest levels of flexibility and productivity to today's mobile workforce. The 6900 series offer a platform that combines ergonomics and modern design with rich features such as USB connectivity, Bluetooth 4.1 support, and an integrated EHS/DHSG headset port allowing users to easily move offices or desks based on the task at hand. The enhanced Graphical User Interface (GUI) is a high-resolution, color display providing access to robust applications such as Picture ID, contact avatars, and searchable contacts for a personalized communications experience.

Businesses will benefit from Mitel's business 6900 series which allows users to take full advantage of being mobile in the workplace. Users can pair mobile phones with the Bluetooth interface to easily move active calls between desk phones and mobile devices. Enterprise mobility increases productivity and saves companies money. Mitel's portfolio of 6900 phones will help businesses deliver advanced enterprise mobility that improves employee satisfaction, increases loyalty, and drives greater productivity.



*Mitel's 6900 Series Phones deliver flexibility and productivity for today's mobile workforce.*



*Mitel's 6900 Series IP Phones allow workers to pair their desk phones with their mobile phone*



## Mitel 6940 IP Phone

The Mitel 6940 IP phone is designed for executives who demand productivity and mobility. The 6940 provides users with the flexibility to tailor the phone for specific needs through numerous add-on accessories. Built with dual Gigabit Ethernet ports for high speed network connectivity, the 6940 offers a large, seven-inch color touch display; HD wideband audio with advanced audio processing; 96 programmable personal keys; and six context-sensitive soft keys.

Equipped to support both Bluetooth and USB headsets, the device uses MobileLink technology to pair mobile phones directly with desktop phones. Using Bluetooth, the 6940 delivers access to many of the features of the mobile phone on the desk phone.



## Mitel 6930 IP Phone

The Mitel 6930 Series IP phone delivers technological advances to power users who need a tailored and customized communications experience. The 6930 provides flexibility through numerous add-on accessories. The phone features a large 4.3-inch, color backlit LCD display; powerful HD audio technology through a voice optimized handset; and 72 programmable personal keys for maximum productivity. A Bluetooth 4.1 interface with MobileLink mobile integration, USB charging port, and choice of expansion modules extends the capabilities of the 6930.





## Mitel 6920 IP Phone

The Mitel 6920 is an entry-level phone providing sleek modern design for maximum flexibility and reliability. The phone features a large color 3.5-inch LCD display, dual GigE, 18 programmable personal keys, four context-sensitive soft keys, and support for both USB and analog headsets for increased productivity and easy navigation. HI-Q audio technology delivers exceptional voice clarity.



## Integrated DECT Headset

The Integrated DECT Headset is a unique accessory that offers convenience and corridor mobility for 6930 and 6940 IP Phone users. The headset provides handsfree mobility in a lightweight, ergonomic design. This allows users the ability to be mobile up to 300 feet from their desk within the office or in an adjacent office.

- WiFi-friendly 1.9 Ghz frequency with DECT wireless technology
- noise-cancelling microphone for reduced background noise – calls are crystal clear
- digital encryption for secure conversations
- lightweight headset design: Ear hook-type headset weighs only 0.84 ounces (26 grams)



## Mitel 6900 IP Series Cordless Bluetooth Handset

The cordless, voice-optimized Bluetooth handset delivers clear audio and office mobility to employees in a variety of environments without being physically tied to a desk. Users can communicate up to 30 feet (about 10 meters) from their desks. As an optional feature of the 6930 and included in the 6940, users can also enjoy the freedom of cordless conversations for both IP and MobileLink calls.



## Mitel M695 IP Programmable Key Module (PKM)

The M695 IP Programmable Key Module (PKM) extends the capability of the 6920, 6930, and 6940 IP phones with additional buttons and improves call handling. PKMs can be programmed through the phone and used to monitor and manage multiple lines. Ideal for receptionists, the M695 IP PKM 28-button unit attaches as sidecar expansion port. Mitel's 6900 Series design allows up to three modules to be daisy-chained together.





***Unified Communications Solution***

<input type="checkbox"/> UC CLOUD	<input type="checkbox"/> UC PRIVATE CLOUD	<input type="checkbox"/> UC HYBRID	<input type="checkbox"/> UC ON-PREMISE
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<b>BILL TO</b> <small>(Please check box)</small>	<input type="checkbox"/> CLIENT NAME	<b>SHIP TO</b> <small>(Please check box)</small>	<input type="checkbox"/> NAME
	BILLING ADDRESS		SHIPPING ADDRESS
	CITY STATE ZIP		CITY STATE ZIP
	PHONE		PHONE

ORDER DATE	PO#	ORDERED BY	SOLD BY

***Time and Materials***

☐ See UC Schedule A (For Additional Items)

QTY	ITEM#	TYPE	DESCRIPTION	UNIT PRICE	TOTAL
Time & Materials TOTAL					

***Managed/Dial Tone Services***

☐ See UC Schedule B (For Additional Items)

QTY	ITEM#	TYPE	DESCRIPTION	UNIT PRICE	TOTAL
Managed Services TOTAL					

CONDITION OF SALES, CONTINGENCIES, SPECIAL TERMS OR COMMENTS	Installation
	Subtotal
	Sales Tax
	Due Now

Term: _____	MONTHLY PAYMENTS OF \$ _____
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By signing this Agreement, Client acknowledges and agrees: (a) this Agreement is NON-CANCELABLE; (b) all terms and conditions on the reverse side are an integral part of this Agreement, including the E-911 Notice, (c) to fully understand all terms and conditions stated herein: and (d) this Agreement is the entire understanding between Client and Pacific Office Automation relating to the equipment and services described herein, and can be changed only by written agreement signed by both parties.

**Client Authorization**

**Approved by Pacific Office Automation**

SIGNATURE

BY

TITLE

DATE

TITLE

DATE

# UNIFIED COMMUNICATIONS (UC) AGREEMENT

## Terms and Conditions

### Pacific Office Automation and Client agree as follows:

- 1. Term of Agreement.** This UC Agreement is effective upon the date of Client's signature and shall be automatically renewed for additional annual terms ("Renewal Term"), unless either party provides written notice of non-renewal between ninety (90) and thirty (30) days prior to the expiration of the initial term or any Renewal Term.
- 2. Fees and Payment.** Client agrees to pay POA, at a minimum, the monthly payment amount agreed to on the front of the Agreement and all associated charges for services and hardware (as applicable), as well as variable usage and non-recurring charges throughout the term and Renewal Term.. Failure to pay invoices within thirty (30) days may result in an interruption of service. POA reserves the right to adjust the monthly payment amount each year during any term by an amount not to exceed 10% of such amount. POA agrees to provide reasonable assistance to Client in its efforts to finance the purchase or lease of the equipment and/or UC Agreement; however, Client understands and acknowledges such financing cannot be guaranteed by POA. Client shall be ultimately responsible for payment of the purchase price of equipment sold or leased. If not provided, the purchase price is the Manufacturer's Suggested Retail Price of the equipment and/or solutions plus the cost of any lease buyouts, delivery charges, installation charges, and the total Service Agreement.
- 3. Late Fees.** For any payment which is not received by its due date, Client agrees to pay a late charge of 10% of the amount due or \$22 (not to exceed the maximum amount permitted by law).
- 4. Service Coverage.** Client acknowledges that different Unified Communications ("UC") Solutions purchased or leased through POA may carry separate service terms and guarantees. Page (1) of this Agreement specifies which UC Solution has been selected for this Agreement by the Client. By signing this Agreement Client acknowledges and agrees to those service terms outlined herein or in the respective Service Agreement for the chosen UC Solution. If there is a conflict between this UC Agreement and the terms of the applicable Service Agreement for the UC Solution, the Service Agreement shall prevail.
- 5. Scope of Service Coverage.** In the event of any service issues, POA will assist the Client with troubleshooting the source of the problem and use reasonable efforts to remedy the issue. Service calls to POA covered under this Agreement will be made during the hours of 8 a.m. to 5 p.m. Monday through Friday, excluding holidays. Service at any other time will be billed at standard overtime rates. Some elements key to proper performance, including but not limited to, LAN, wiring, power, firewall, CNAM, directory listings, CPE, and ISP, are beyond the scope of POA's responsibility to repair under this Agreement. Unless Client purchases a separate Managed UC Services or Managed IT Services Agreement where POA is providing the Client with a Managed Router, whereupon the CPE and ISP do fall within the scope of POA's responsibility. While POA will offer telephone support to the Client in diagnosing service issues outside the direct scope of its responsibility, such as those listed above, their ultimate repair will remain the responsibility of the Client.
- 6. Domestic/International calls.** Dial Tone services are included with the Elevate Cloud UC Solution and may be purchased separately for other UC Solutions identified on Page (1). Dial Tone service includes unlimited calls to the Continental US, AK, HI, Canada, and Mexico ("Domestic Calls"). All calls which are not Domestic Calls shall be deemed Long Distance. A Long Distance bundle of minutes can be purchased and will be specified on Page (1) of this Agreement. The Client agrees to pay POA the amount specified for the bundle of Long Distance minutes identified on Page (1) and all additional overages that may be incurred by the Client. If the Client does not purchase a bundle of Long Distance minutes then the Client will be charged on a per minute basis, the rate will vary based on call destination.
- 7. Toll Free Calls.** A Toll-Free bundle of minutes can be purchased and will be specified on Page (1) of this Agreement. Clients who exceed the number of allocated minutes assigned to the selected Toll-free Bundle will automatically be increased to the next appropriate bundle. Unused Toll Free and Long Distance minutes shall not carry over from month to month.
- 8. Interim Fees.** In the event of partial or staged delivery of any equipment, product, or services, POA reserves the right to charge customer interim rental and usage charges until such time as complete delivery, acceptance and commencement of the initial lease term. The interim rental fee shall be charged on a percentage basis of delivered equipment; interim usage charges will be billed on the same terms set forth herein.
- 9. Toll Fraud.** Toll Fraud is the theft of Long Distance calls. Client should immediately notify POA of suspected Toll Fraud by calling POA's Customer Service phone number. POA is not responsible for Toll Fraud and it is the sole responsibility of the Client for payment of any charges incurred due to Toll fraud, abuse or misuse.
- 10. Local Area Numbers.** Local Area Telephone Numbers are assigned according to the proximity of the address the Client provides to POA. It is the Client's responsibility to confirm whether the assigned numbers are in the local calling area of the Client. If POA is porting any local or toll-free numbers or is providing new local or toll-free numbers, POA is not liable for any errors or omissions that may arise from the number assignment or porting process, including but not limited to advertising costs and Long Distance fees.
- 11. Lawful & Appropriate Use.** It is specifically understood and agreed that the Client shall be using POA Services solely for lawful and appropriate purposes and the Client hereby agrees to indemnify and hold POA harmless from any claims, damages, losses or liabilities of any nature whatsoever arising out of or concerning the Client's use in any manner of the Services provided herein.
- 12. Taxes/Assessments.** Client shall pay any applicable taxes and governmentally imposed fees arising from its purchase or lease under this Agreement or provide a tax exemption certificate prior to invoicing. Client acknowledges and agrees that in the event that any governmental agency revises or imposes taxes, of any kind, on any service provided hereunder, that POA reserves the right to pass on all such taxes and fees without notice to Client.
- 13. Warranty.** POA hereby warrants for a period of (1) year, from the first day of operation, all equipment listed in this Agreement to be free of defects in material and workmanship, unless otherwise warranted by the manufacturer. Equipment which has been repaired or serviced by others, abused, altered, improperly handled, refurbished, or used with equipment not installed by POA is not covered under this warranty. Damage due to acts of God, fire, water or riots are not covered by this warranty.
- 14. Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, POA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EQUIPMENT IS SUBJECT TO A MANUFACTURER'S WARRANTY. IN NO EVENT SHALL POA BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF REVENUE OR LOSS OF PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE OR EQUIPMENT PROVIDED HEREUNDER, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF POA OR OTHERWISE, EVEN IF POA IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
- 15. Miscellaneous.** This Agreement shall be governed by the internal laws of the State of Oregon. Client consents to jurisdiction and venue of federal and state court in Oregon for any disputes arising out of this Agreement. In the event any one or more provisions of this Agreement, Exhibit or Addendum hereto is held to be invalid or unenforceable, the enforceability of the remaining provisions shall be unimpaired. Each party acknowledges that it has read this Agreement and agrees that the Agreement is the complete and exclusive statement of the parties and supersedes and merges all prior proposals, understandings, and agreements, oral or written, between the parties relating to the subject matter hereof, including without limitation, the terms of any Client request for proposal. No modification, amendment, supplement or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties. Client may not assign or dispose of any rights or obligations under the Agreement without POA's prior written consent. Any consented to assignment shall not relieve the Client of its obligations under this Agreement.

# **UNIFIED COMMUNICATIONS (UC) AGREEMENT**

## **E-911 Notice**

### **Pacific Office Automation and Client agree as follows:**

The ability to access emergency services by dialing 911 is a vital component of public safety and emergency preparedness. To ensure that a consumer's choice of Unified Communications for telephone service does not adversely affect that consumer's ability to access emergency services, the Federal Communications Commission (FCC) has taken steps to require that providers of Unified Communications meet Enhanced 911 (E911) obligations. E911 systems automatically provide to emergency service personnel a 911 caller's call back number and, in most cases, location information. The FCC also requires Pacific Office Automation to obtain and keep a record on file showing that your company has received and understands this notice before activating voice services at your location(s).

#### **DIFFERENCES IN VOIP 911 CAPABILITIES:**

911/E911 access capabilities that use Unified Communications differ from 911/E911 access capabilities using traditional telephone service. The following list outlines some of the key differences, along with steps that you can take to mitigate those differences.

- **SERVICE LOCATION INFORMATION:** You must provide POA with the correct service address of the location(s) where services will be used. If you do not provide correct service address information, or if you move your device (including IAD, IP phone, or analog terminal adapter) to another location without updating service location information, calls to 911 will route to emergency personnel who may not be able to assist you, or may cause delays in receiving emergency services.
- **POWER OUTAGE:** A power outage will render your Unified Communications access devices unable to make or receive any calls, including calls to 911. Providing backup electrical power to Unified Communications access devices will mitigate this limitation.
- **BROADBAND SERVICE DISRUPTION:** Disruptions to your broadband service will prevent calls to 911 from completing. A failover connection to the public Internet over a broadband connection will reduce the likelihood of a service disruption.
- **SERVICE SUSPENSION:** If your service is terminated or suspended for any reason, 911 will not be available.

#### **GEOLOCATION REGISTRATION:**

For calls to 911, POA overrides any outbound calling line identification telephone number sent by the Customer's phone system with a telephone number that is registered for the specific physical location of the service, also known as a geolocation. This enables 911 calls to route to the correct Public Safety Answering Point (PSAP), and that emergency personnel are sent to the correct location. Customer must correctly identify the actual service address where each device will be located if different from the address listed in the Service Order. Failure to do so may result in fire, police or emergency personnel either not being able to find Customer's location or may significantly delay their response time. Additionally, Customer may incur additional costs, fines or other penalties, including service provider charges, resulting from improper dispatch of emergency services or calls to emergency service dispatchers where Customer has failed to correctly identify the actual service address.

#### **ALTERNATE MEANS OF CONTACTING 911:**

You should maintain alternate means of contacting 911, such as analog phone lines. You are also responsible for notifying users of these alternate means of contacting 911. Unified communication clients on a mobile phone will route 911 calls through the mobile network provider by default.

#### **NOTIFICATION OF USERS:**

You are responsible for notifying any users, including staff, residents, guests, or other persons who may be present at any location where you utilize POA's Unified Communication systems, about the limitations of 911 dialing as compared with 911 dialing on traditional voice services. You will receive stickers concerning the limitations of 911 dialing on your POA Unified Communication service. It is your responsibility to place the 911 sticker on or near each device that you use with the Service. If you did not receive a 911 sticker with your device, or you require additional 911 stickers, please contact POA's Customer Service Line. In certain limited cases, Customer's 911 call will not be routed to the "traditional" wireline 911 dispatch center. Instead, it will be routed to a wireless telephone emergency dispatch center that may not normally receive 911 calls from Customer's registered location. In this case, emergency personnel will not have Customer's registered location and/or Customer's phone number on file, so Customer should be prepared to provide that information in the event Customer requires emergency services." IF THE CALL IS DISCONNECTED FOR ANY REASON, EMERGENCY PERSONNEL WILL HAVE NO WAY TO CONTACT CUSTOMER OR DETERMINE CUSTOMER'S IDENTITY OR LOCATION, SO CUSTOMER SHOULD REDIAL "911" IMMEDIATELY IF ANY OF THE FOLLOWING OCCUR: (i) "traditional" 911 or E911 services are not available in Customer's area; (ii) Customer's registered location address cannot be validated; (iii) there is a failure in the underlying landline 911 network; or (iv) there is a failure in the location processing system.

#### **LIMITATION OF LIABILITY AND INDEMNIFICATION:**

You acknowledge and understand that POA has limited liability for any Service outage and/or inability to reach 911 services and access emergency personnel. You agree not to hold POA, its officers, directors, employees, affiliates, agents, and/or any other associated service provider who furnishes services to you accountable for any and all claims, losses, damages, fines, penalties, costs and expenses (including attorney fees) associated with our 911 dialing service.