



# SOLUTION & PRICING

## PROPOSAL

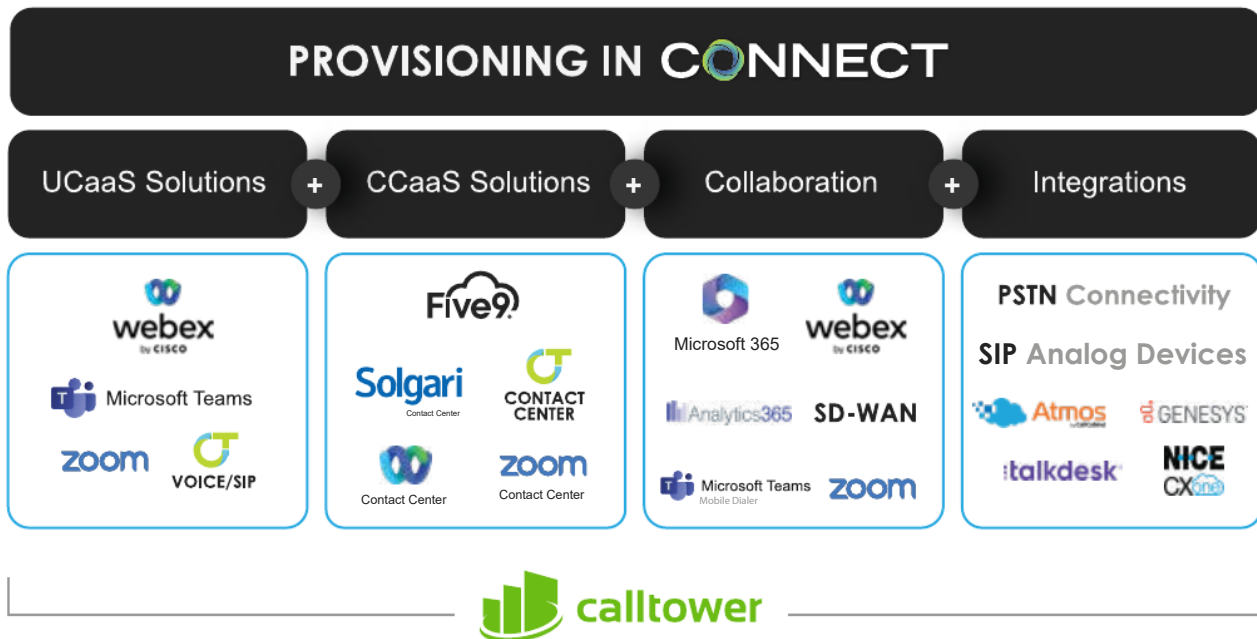
Prepared for City of Duluth



**STAY CONNECTED, STAY AHEAD**

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

CallTower provides, integrates and supports industry-leading solutions, including Operator Connect Microsoft® Teams, Teams Direct Routing, GCC High Teams Direct Routing, Office 365, Cisco® Webex Calling / Dedicated Instance, Cisco® CCPP, Zoom (BYOC), Zoom Phone, Zoom One, CT Cloud UCaaS and four contact center options, including Five9 for business customers.



**ONE-STOP-SHOP**

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

**SECURITY, STABILITY, SCALABILITY**

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

**PROJECT MANAGEMENT**

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

**GLOBAL REACH**  
**EXPANDED REACH TO MORE THAN 70+ COUNTRIES**



## THE CALLTOWER TEAM. OUR CUSTOMERS MATTER MOST.



### WE ARE HERE TO HELP!

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

### CERTIFIED MULTI-TIERED SUPPORT TEAMS

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

### CUSTOMER SUCCESS TEAM

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

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

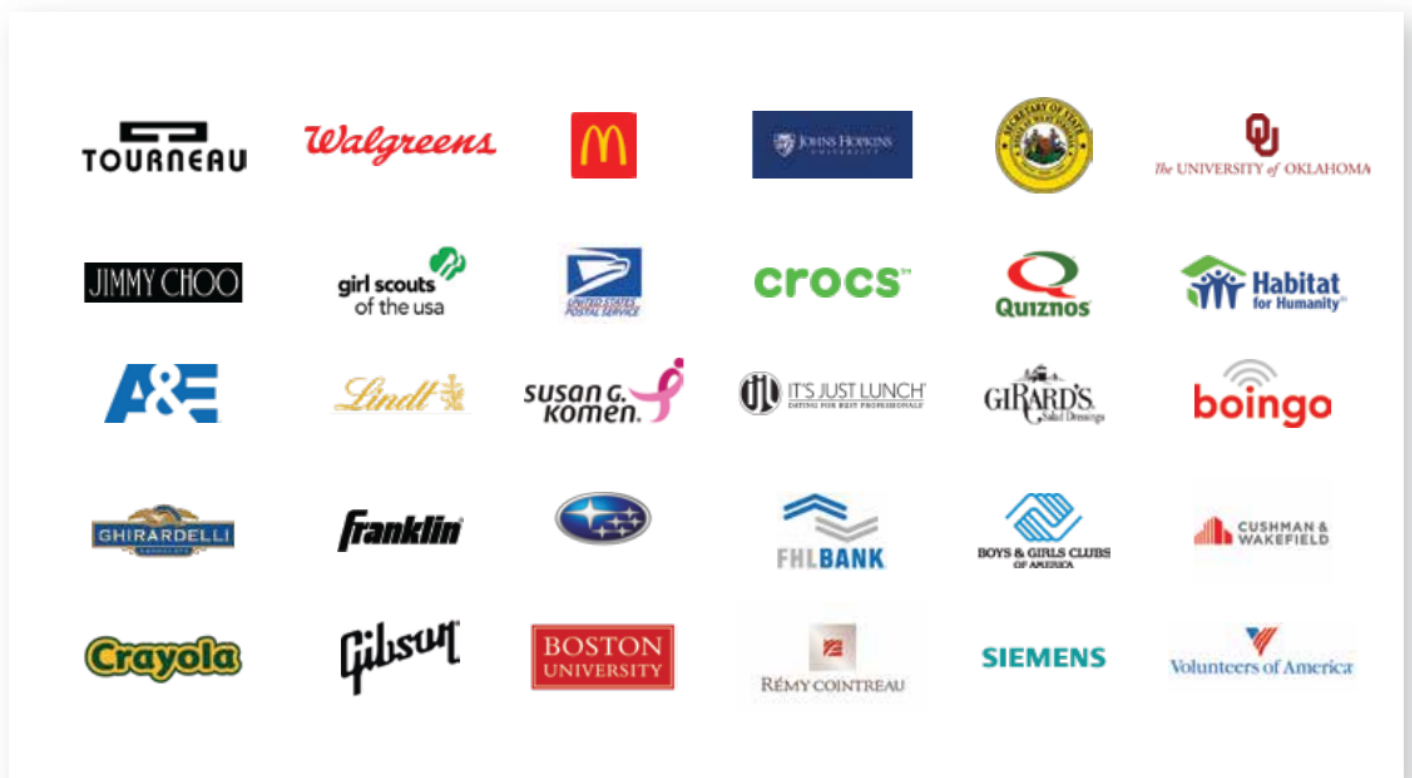
### CALLTOWER CONNECT

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

## CALLTOWER'S PARTNERSHIPS. WHICH SOLUTION FITS BEST?



## CALLTOWER'S CUSTOMERS



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

Anthony Lopez, Tourneau,  
Senior Director of Technology



# WHAT'S NEXT?



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

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

Let's review the next steps are for a successful implementation so everyone is on the same page. All items below must be completed to move into implementation.

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

- ✓ All documents are signed and dated
- ✓ Customer Point of Contact must be completed on the agreement
- ✓ Contact Center form if applicable

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

Please begin to familiarize yourself with CallTower's scope of work (SOW) requirements. This SOW will be customized based on the services that have been ordered and discussed with your assigned Implementation Project Manager on your kickoff call. [CallTower Scope of Work](#)

For porting, specific documents are required based on the country. Please refer to the guide at the following link for the necessary documents: [DID Porting Timelines and Process](#)

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

Please review this article for the most recent updates on the different tier levels available for international dialing. These tiers determine which countries your account will be able to place calls to. Additional waivers and/or fees may be necessary based on your international calling needs.

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Customer Signature

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Date



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 City of Duluth

**Company Wide Services - Service Order**

Description	Qty	Price	Monthly Recurring	Non Recurring
Cisco Call Path - NA	100	\$7.95	\$795.00	\$900.00
NRC Discount 100 %				- \$900.00
Cisco Call Path Addon - US/CAN - Unlimited	100	\$9.00	\$900.00	\$1,000.00
NRC Discount 100 %				- \$1,000.00
Implementation Charge	1	\$0.00	\$0.00	\$1,495.00
1000 TF Inb/Conf Mins (US 48, HI) - SIP, Teams	1	\$19.95	\$19.95	\$0.00
DID Activation/Port Fee	2200	\$0.00	\$0.00	\$10,868.00
NRC Discount 50 %				- \$5,434.00
		<b>Term:</b>	<b>Total MRC</b>	<b>Total NRC</b>
		36 Months	\$1,714.95	\$6,929.00



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**Main - Service Order**

Description	Qty	Price	Monthly Recurring	Non Recurring
DID - United States	1400	\$0.49	\$686.00	\$770.00
DID - United States - InUse	800	\$0.49	\$392.00	\$440.00
Toll Free Number Charge - North America	2	\$1.95	\$3.90	\$6.00
		<b>Term:</b>	<b>Total MRC</b>	<b>Total NRC</b>
		36 Months	\$1,081.90	\$1,216.00



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### Summary - Service Order

Description	Monthly Recurring	Non Recurring
Company Wide Services	\$1,714.95	\$6,929.00
Main	\$1,081.90	\$1,216.00
Estimated Taxes & Surcharges	\$391.57	
Term: 36 Months	Total MRC \$3,188.42	Total NRC \$8,145.00



**SELECTED ITEM DESCRIPTIONS****Outbound International Rates can be found at**

<https://info.calltower.com/hubfs/CallTower%20International%20DID.pdf>

**International In Country Rates can be found at**

<https://info.calltower.com/hubfs/CallTower-InCountryRateDeck.pdf>

**1000 TF Inb/Conf Mins (US 48, HI) - SIP, Teams**

1,000 Minutes toll free inbound minutes.

**Cisco Call Path - NA**

Cisco Certified Partner (Webex Calling/DI/UCM) concurrent call path plan for North America. Does not include Mexico. Minimum of 100 call paths required across all regions. Recommend ratio is 4 telephone numbers per call path. Maximum of 8 telephone numbers is allowed per 1 call path, Metered rates apply

**Cisco Call Path Addon - US/CAN - Unlimited**

Unlimited calling in country for US and Canada for Webex Calling and UCM. To be used with call path calling model only. Total calling plan quantities MUST MATCH total call path quantities. Calls made to countries outside of the US and Canada will be charged international rates based on the CallTower's international rates. This calling plan overrides metered rates

**DID - United States**

Phone number assigned to a future phone line. Additional DID purchases allow for a block of phone numbers for future growth.

**DID - United States - InUse**

Phone number assigned to an active user, device, fax line, auto attendant, hunt groups, virtual extensions and call forward etc.

**DID Activation/Port Fee**

Fee to port and/or order new US domestic numbers

**Implementation Charge**

This is a personalized implementation service. CallTower tailors your system and helps you configure features important to you. The service includes: Tenant Set-up, User Set-up, Device Provisioning, Dedicated Implementation Manager & Additional Technical Resources if needed, Project Meetings, Porting Management, and Circuit Ordering. Additional charges may apply for professional services which may include custom scripts, engineering support, etc.

**Toll Free Number Charge - North America**

Toll Free Number charge for US, Canada, Puerto Rico, and US Virgin Islands where CallTower Toll-free Resp Org



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## Service Agreement

This Services Agreement (the "Agreement") between CallTower, Inc. ("CallTower"), a Delaware corporation with its principal place of business located at 10701 S River Front Pkwy, South Jordan, UT 84095, and the customer identified in the signature page below (the "Customer"), is entered into as of the date of the last signature in the signature page below (the "Effective Date").

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

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

NOW THEREFORE, the parties agree as follows:

1. The following definitions shall apply to this Agreement:

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

2. CallTower agrees to provide to Customer the Services specified in the Service Order(s) attached hereto. Each Service Order will be executed by the Parties and may be amended from time to time as Customer's needs change.

3. This Agreement shall apply to each Service Order and the Term specified in the Service Order shall commence on the Activation Date of the Services (or the applicable Service) in such Service Order.

4. Billing for Services in each Service Order and any applicable fees will commence on the Activation Date(s) for such Service(s). All fees are due and payable within 30 days of invoice date.

5. All stated Installation Dates are approximate; CallTower will not be deemed to be in default, nor shall it be liable for any damages or loss resulting from delays in installation but will use commercially reasonable efforts to achieve the committed Installation Dates.

6. Customer will cooperate fully with CallTower, and Customer will designate CallTower or CallTower's agent to transfer service from Customer's current vendor of telecommunications services to CallTower, including Customer's current telephone numbers, and will provide such other network information required for CallTower to provide service to Customer. Customer will authorize CallTower as its agent for the limited purposes of submitting the Number Portability Authorization Form on Customer's behalf and signing Customer's name on forms of authority to Customer's current vendor of telecommunications services to transfer Customer's number to CallTower as vendor of record. Customer must comply with all current vendor financial and other requirements necessary for porting of numbers to CallTower and is responsible for any charges imposed by Customer's current vendor or CallTower in relation to any porting request up to four dollars and ninety-four cents. CallTower will use commercially reasonable efforts to port Customer's number on or before the requested cut over date but will have no liability to Customer for any delays in porting.

7. Customer is responsible for complying with the Cloud Provider Requirements and Readiness, included in this document and satisfying other technical requirements necessary for CallTower to deliver CallTower Services to Customer. Applicable equipment purchases are final.

8. Customer will comply with CallTower's Terms of Use as posted on CallTower's web site. <https://www.calltower.com/resources-training/terms-of-use-for-customers/>

9. Customer confirms the Customer representations and warranties set forth in the Terms of Use.

10. Customer acknowledges that the Terms of Use include, but are not limited to, provisions addressing Emergency Calling, Enhanced 911, Basic 911, and Customer's responsibility in connection with Emergency Calling. CallTower disclaims any and all liability or responsibility in the event Customer-provided registered location information is inaccurate or out of date. Customer shall indemnify and hold harmless CallTower from any claim or action arising out of misrouting of 911 calls, including but not limited to Customer's failure to follow correct procedures for notifying CallTower of the locations of phones for 911 calling or its providing incorrect information to CallTower.

11. The initial term of each Service Order will begin on the Activation Date(s) for the Service(s) and will continue for the period specified in the Service Order(s). Thereafter, each Service Order shall renew automatically for successive twelve (12) month periods if not terminated or extended by either party by written notice of nonrenewal or extension at least thirty (30) days prior to the end of the then current term. If Customer provides such written notice of nonrenewal or extension, CallTower will continue to provide the Services until terminated by Customer on a month to month basis at 110% of the current billing line item in effect at the end of the then current term.

12. All sales, services and use taxes which are imposed by any government entity on the fees for any of the Services (other than taxes relating to CallTower's net income) shall be the sole responsibility of Customer, whether set forth in an invoice or not and regardless of when imposed or assessed, and shall not be considered a part of, or an offset against, fees for the Services.

13. Either party may terminate this Agreement for cause as set forth below or without cause at any time with 30 days written notice.

14. If Customer terminates this Agreement or any Service Order without cause, Customer shall pay (i) CallTower's monthly charge for each month through the expiration date of the last to expire of any then current Service Order in effect (the "Termination Date"), and all Service Orders will terminate on such Termination Date and (ii) CallTower's expenses and fees associated with pre-mature termination.



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



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**Terms And Conditions Related To Network Services**

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



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## SIGNATURE PAGE

In witness whereof, the parties have caused this Proposal, including the attached Service Agreement, to be duly executed by each of their authorized representatives as of the date of the last signature below.

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

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

**Customer Primary Point of Contact:**

CONTACT: \_\_\_\_\_

TITLE: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

EMAIL(s) to send invoices: \_\_\_\_\_

**Tax Exemption:**

Customer is Tax Exempt and Agrees to Provide Tax Exemption Forms. \_\_\_\_ Yes \_\_\_\_ No.  
Customer will be charged taxes until valid exemption forms are provided.