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NAVARRO COUNTY  
AUDITOR'S OFFICE

# SOLUTION & PRICING PROPOSAL

STAY CONNECTED. STAY AHEAD.

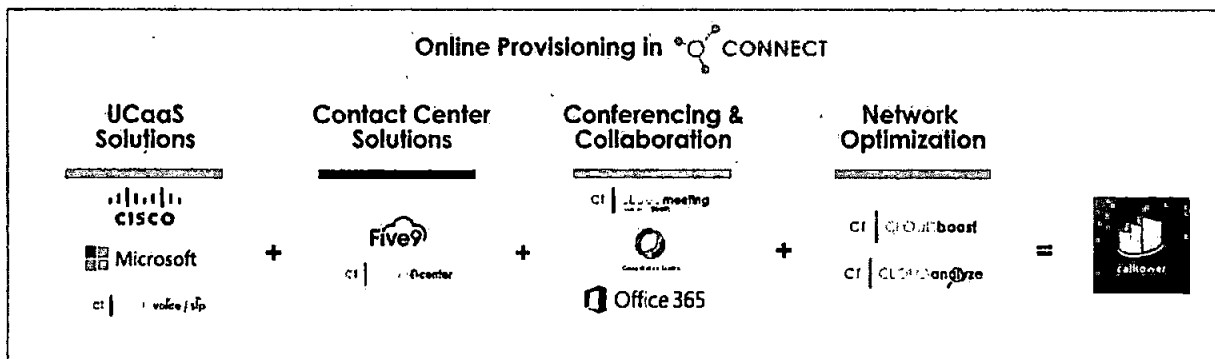
[SALES@CALLTOWER.COM](mailto:SALES@CALLTOWER.COM)

[WWW.CALLTOWER.COM](http://WWW.CALLTOWER.COM)

(800) 347-5444

**OUR MISSION IS TO ENABLE PEOPLE TO EASILY CONNECT**

Since its inception in 2002, CallTower has become a **leading provider** of cloud-based, enterprise-class Unified Communications solutions for growing organizations worldwide. CallTower provides, integrates and supports industry-leading, cloud-based, Unified Communications and Collaboration solutions, including **Microsoft® Teams Direct Routing, Office 365, Cisco® HCS** and **Unified CallManager, Webex Meetings and Teams, CT Cloud UCaaS and CT Cloud Meeting powered by Zoom Video Communications** 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 75 COUNTRIES

THE CALLTOWER TEAM. OUR CUSTOMERS MATTER MOST.



WE ARE HERE TO HELP!

CallTower UCaaS solution experts are available 24/7/365 via phone, email and chat. 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/>
- **Escalation Paths** <https://www.calltower.com/support/escalation-paths/>
- **Implementation** <https://www.calltower.com/support/implementations/>
- **CallTower Advantage** <http://bit.ly/ct-advantage>



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 UCaaS platforms.

Admin/User Portal

Voicemail

Password Sync

Email

Audio Conferencing

Hunt Groups

Analytics

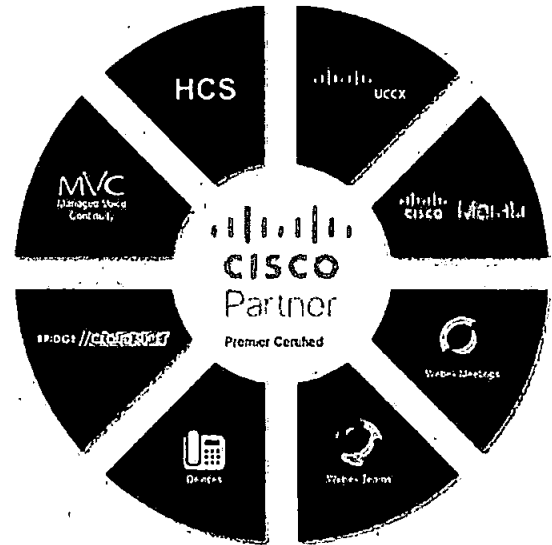
Auto Attendants

HOSTED CISCO



CISCO HCS **IICS**  
Hosted Collaboration

Cisco HCS allows collaboration **from pocket devices to the boardroom** so users can work with teams across their organization and beyond, on any device, **wherever they are**. Cisco HCS, this solution offers compelling, innovative Cisco collaboration technology through the power of the cloud delivering comprehensive **collaboration-as-a-service**. The basic capabilities and benefits of this robust offering include **corporate telephony, unified communications and conferencing**.



CISCO WEBEX MEETINGS 

Webex Meetings enables online meetings with a **strong feature set**, designed for productivity and efficiency. With the ability to share documents, presentations, and applications via integrated audio and video, conducting regular meetings among dispersed staff members becomes simple. Webex Meetings also creates a great space to **host meetings and creative sessions** with external guests like partners, customers, vendors or experts.

CISCO WEBEX TEAMS 

Cisco Webex Teams is a **business communications app that integrates critical features into a single experience**. The app is designed for continuous team collaboration with video meetings, group messaging, file sharing and white boarding. Teams can get the full experience and external guests like partners, customers and experts can be added for collaboration. Easily incorporated with Cisco HCS, the Cisco Webex Teams app is **centered on the needs of the agile worker**.

THE CALLTOWER ADVANTAGE

Current Environment Feature Parity

License Management

Management of Maintenance

Feature Rich / Scalable / Flexible

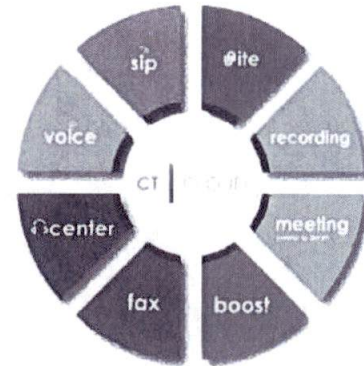
Ad-Sync

CT CLOUD VOICE



GREAT FEATURES AND ROCK SOLID STABILITY

For business customers, managing communications and increasing productivity in today's dynamic, distributed, mobile economy is extremely challenging. With **CT Cloud Voice**, network operators can support **customers of any size** to meet these challenges by **quickly and reliably** delivering feature-rich, high-quality, and secure business communications solutions.



Features



HD Voice and Video Calling



Identical calling features and caller ID on all devices



SMS texting with file sharing and presence



Applications for Windows, MacOS, iOS and Android



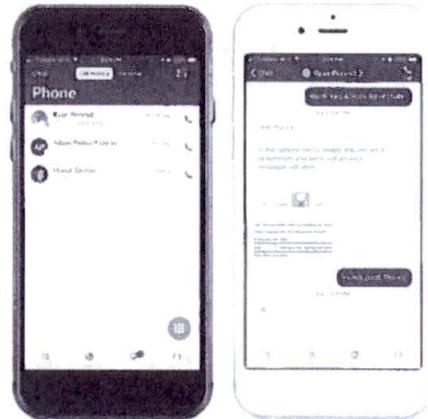
Powerful pre-call and in-call control features



Unique network management tools and analytics

CT Cloud Voice CommPortal

- ✓ View missed calls
- ✓ Listen to voicemail messages
- ✓ Manage your contacts
- ✓ Set up rules to route your calls
- ✓ Configure voicemail to email and voicemail notification
- ✓ Perform many other functions



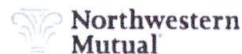
CT Cloud Communicator

**Accession Communicator** is a powerful UC application that enables carriers to extend their business telephony services directly to an end user's laptop, desktop or portable device or handset. These endpoints present the actual calling features, dial plans and outgoing caller ID of the twinned office phone. Accession is **ideal for remote workers and mobile workers** who are increasingly bringing their own devices (BYOD).

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



## CALLTOWER 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



**calltower**  
Stay Connected. Stay Ahead.

Quote Number: 1024809

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### Summary - Service Order

Description	Monthly Recurring	Non Recurring
Company Wide Services	\$354.02	\$1,264.64
Main	\$1,546.95	\$1,359.00
Term:	<b>Total MRC</b>	<b>Total NRC</b>
36 Months	\$1,900.98	\$2,623.64

Authorized Signature:

Print Name:

Title:

Date:

Q - 1

SALES@CALLTOWER.COM

WWW.CALLTOWER.COM

(888) 272-2772



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 06/01/2022  
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**Company Wide Services - Service Order**

Description	Qty	Price	Monthly Recurring	Non Recurring
Unlimited Minutes US 48,HI,Can MRC Discount 15 %	70	\$5.9500 - \$0.8925	\$416.5000 - \$62.4750	\$0.00
Implementation Charge NRC Discount 100 %	1	\$0.00	\$0.00	\$1,488.00 - \$1,488.00
DID Order/Port Fee NRC Discount 20 %	320	\$0.00	\$0.00	\$1,580.80 - \$316.16
		Term: 36 Months	Total MRC: \$354.02	Total NRC: \$1,264.64





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**Main - Service Order**

Description	Qty	Price	Monthly Recurring	Non Recurring
Day/Night Auto Attendant	1	\$0.00	\$0.00	\$0.00
Additional Auto Attendant(s)	1	\$15.00	\$15.00	\$14.40
CallTower Secure Gateway Appliance - Rent to Own	1	\$21.95	\$21.95	\$25.00
Direct Inward Dialing (DID) Number NRC Discount 100 %	250	\$0.75	\$187.50	\$207.50 - \$207.50
Hunt Group Functionality	1	\$10.00	\$10.00	\$9.60
Remote Training NRC Discount 100 %	2	\$0.00	\$0.00	\$600.00 - \$600.00
HCS Flex UC with Unity Voicemail (Professional)	60	\$17.00	\$1,020.00	\$1,140.00
HCS Flex Voice only / Common Area (Enhanced)	10	\$14.75	\$147.50	\$170.00
HCS Flex UC with Unity + Webex Meeting	5	\$29.00	\$145.00	\$0.00

Term:	Total MRC	Total NRC
36 Months	\$1,546.95	\$1,359.00

COMMENTS: Once executed, due to high demand, CallTower will initiate implementation/onboarding discussions starting within 4 weeks of contract signature. Our implementations timelines vary from one week to a few months depending on the complexity of the implementation and will work with your team to implement the services in a timely fashion. We are providing this notice to set appropriate expectations to ensure a smooth onboarding experience. If you have any questions, please reach out to your CallTower Sales Associate or CallTower Sales Ops Team at [salesops@calltower.com](mailto:salesops@calltower.com).



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## SELECTED ITEM DESCRIPTIONS

### Additional Auto Attendant(s)

Cisco Auto Attendant. Performs transfers of calls to specific extensions, transfer of calls to voicemail boxes, transfers of calls to submenus, presentation of standard recorded messages, transfer to a human operator or customer service representative, option to repeat the choices in a specific menu. One day/night script with configurable holidays.

### CallTower Secure Gateway Appliance

This is a secure gateway device is used to connect to our cloud services in a BYOB WAN environment. It provides encrypted connectivity to the CallTower Cloud, phone DHCP, as well as several other functions. It can support up to 240 phones at a single location. Rent to Own.

### DID Order/Port Fee

DID porting charges for new numbers and ported numbers

### Day/Night Auto Attendant

Auto Attendant script. Includes one day/night script.

### Direct Inward Dialing (DID) Number

Phone number assigned to a future phone line. Additional DID purchases allow for a block of phone numbers for future growth. 100% qualifies for Erate and CTF

### HCS Flex UC with Unity + Webex Meeting

Get the best of both worlds. Cisco Webex Meetings plus HCS Calling. Cisco Webex Meetings allows for each licensed user to host or join Cisco Webex Meetings natively from Cisco Webex Teams with common meeting experiences and controls. VOIP is the default option for hosting or joining meetings. A calling plan must be selected for Call Back and Toll Free dial-in to be available for participants and are add-on services. Uncommitted rates for Call-in is \$0.10/per minute and Toll Free is \$0.14/per minutes. Unlimited plans for US and Canada are available. International rates available upon request. HCS Flex UC with Unity Voicemail (Professional): Enterprise-class IP telephony call-processing system. Cisco Unity Connection for voicemail. Includes DID with 911. Supports up to ten devices. Includes Webex Teams license. Cisco Webex Teams Soft Client for Windows, Mac, Android, and iOS with integrated calling.



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#### **SELECTED ITEM DESCRIPTIONS**

##### **HCS Flex UC with Unity Voicemail (Professional)**

Enterprise-class IP telephony call-processing system. In addition to traditional telephony features, it provides advanced capabilities, such as video, mobility, and presence. Cisco Unity Connection for voicemail. Includes DID with 911. Supports up to ten devices. Secure, all-in-one team collaboration with Cisco Webex Teams. Cisco Webex Teams file storage 20 GB. Cisco Webex Teams Soft Client for Windows, Mac, Android, and iOS with integrated calling.

##### **HCS Flex Voice only / Common Area (Enhanced)**

Supports a single device. Available for use with all Cisco handsets. Includes DID with 911. Webex Teams license included. Voicemail thru Unity Connection available as an add-on

##### **Hunt Group Functionality**

Allows calls to be routed or hunt to various phones or groups of phones with ring priority.

##### **Implementation Charge**

This is the personalized implementation service. CallTower tailors your system and helps you configure features important to you. The service includes: Tenant Set-up, User Set-up, Call Routing Configuration, Device Provisioning, Dedicated Implementation Manager & Additional Technical Resources if needed, Project Meetings, Porting Management and Circuit Ordering.

##### **Remote Training**

Customized training includes a meeting with our Learning and Development Manager to discuss an agenda and scheduling. Once the training is completed, a recording of the live instructor-led training session will be provided to you for future use.

##### **Unlimited Minutes US 48,HI,Can**

Unlimited Minutes per line - US Domestic 48, Hawaii and Canada, Does not apply to Virtual, Basic, or Common Area lines



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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 Navarro County (the "Customer"), a Texas \_\_\_\_\_ (Business Definition) with its principal place of business located at 6303 Commerce Drive Irving, TX 75063, (the full location), is entered into as of the 1st day of June, 2022 (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.

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).

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 Desktop, Hosted Exchange and Site Readiness Requirements, included in this document and satisfying other technical requirements necessary for CallTower to deliver CallTower Services to Customer.

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.

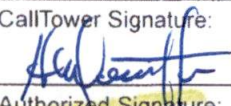
11. The initial term of each Service Order will begin on the Activation Date(s) for the Service(s) and will continue for the period specified in the Service Order(s). Thereafter, each Service Order shall renew automatically for successive twelve (12) month periods if not terminated or extended by either 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.

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.
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/>.

CallTower Signature:	Print Name:	Title:	Date:
	H.M. DAVENTON	County Judge	6-13-22
Authorized Signature:	Print Name:	Title:	Date:



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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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CallTower Signature:                      Print Name:                      Title:                      Date:

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Authorized Signature:                      Print Name:                      Title:                      Date:



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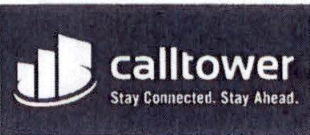
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**Terms And Conditions Related To Rental Services**

1. CallTower provides two options for rental of Customer Premise Equipment ("CPE"), Pure Rental which specifies the rental price of CPE for the initial term of the Agreement and any subsequent extension of the Agreement, and Rent-to-Own Rental which specifies the rental price of CPE for a three (3) year term.
2. CPE shall remain the property of CallTower at all times during the term of this Agreement, and Customer will be responsible for maintaining CPE in good condition, subject to reasonable wear and tear.
3. All CPE, including but not limited to the IP telephone equipment, shall be located only on the Customer's premises during the term of this Agreement.
4. Customer agrees not to allow CallTower's title to such CPE to be encumbered in any way, and will take any reasonable measures necessary to ensure that no lien or security interest of any third party attaches or is perfected in the CPE at any time. Customer agrees to notify any financial institution that may have a security interest in and to after-acquired inventory, furnishings, equipment or fixtures that the CPE shall remain the sole property of CallTower, and is only temporarily located on Customer's premises. Customer understands and agrees that Customer will continue to be billed for the CPE until all CPE is returned to CallTower as documented by a signed receipt issued by CallTower, or the successful completion of a three (3) year term for Rent-to-Own CPE at which time the Customer takes ownership of the equipment.
5. Customer is responsible for all shipping charges for CPE.
6. At the termination of this Rental Service Order, Customer will be responsible for returning the Pure Rental CPE to CallTower in good working order; upon receipt of the CPE, billing for equipment rental will cease. If the CPE is returned to CallTower damaged, or Customer fails to return CPE, Customer will be responsible for the payment to CallTower of the fair market value as determined solely by CallTower.
7. Customer shall provide the appropriate environmental conditions, necessary commercial power and facilities for the CPE, and if required by local law, conduit and/or special fire retarding cabling. Customer shall provide CallTower reasonable access to the premises upon twenty-four (24) hours written notice (including notice by electronic mail).
8. If Customer terminates this Agreement prior to 36 monthly payments for Rent-to-Own CPE, which has a thirty six (36) month Term, Customer will elect to either pay the cumulative sum of the remaining monthly payments or continue to pay the monthly installment payments until the 36 monthly payments have been completed. Returns on Rent-to-Own CPE are not accepted. After Customer remits the remaining payment for the balance of the remaining months of the three (3) year term for Rent-to-Own CPE, the Customer will take ownership of related equipment from that point forward.
9. For CallTower's Limited Warranty set forth in the Terms of Use to be effective, the CPE must be serviced and repaired solely by CallTower, its employees or agents. CallTower's Limited Warranty set forth in the Terms of Use shall not apply to any non-conformities which are the result of (i) Customer customizations, enhancements or modifications of the CPE or (ii) use of CPE with third party software, hardware or firmware not provided by or authorized by CallTower or approved by CallTower in writing.

CallTower Signature:	Print Name:	Title:	Date:
	H.M. DAVENPONT, Jr	County Judge	6-13-22
Authorized Signature:	Print Name:	Title:	Date:



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### BYOB DISCLOSURE

On or prior to the date of this Bring Your Own Broadband Disclosure and Notice ("BYOB Notice"), effective as of the date last set forth below, CallTower and the Customer identified below, have entered into an Agreement for Service. The parties agree to amend and/or supplement the Agreement as set forth herein.

Except to the extent set forth herein, or in any other agreement mutually agreed to between the parties, all of the terms and conditions set forth in the Agreement shall remain in full force and effect. In the event of any conflict between the terms set forth in this BYOB Notice, the Agreement, and any other agreement executed between the parties, the terms of this BYOB Notice shall prevail.

The CallTower Bring Your Own Broadband feature ("BYOB") allows Customers to use their cable modem, DSL modem, or other broadband Internet connection to make and receive Voice over IP (VoIP) phone calls. In the event that Customer shall use any services provided by CallTower ("Service") (i) in combination with any service not provided by CallTower but provided by the Customer or the Customer vendor, (ii) with any other software and/or services provided by the Customer, or any other source other than by CallTower, which may be installed to integrate with the Service, including but not limited to broadband access, voice services (local, long distance, toll free, etc) or any IP Solution (Internet access, VoIP telephone systems and services, call distribution and recording services, (iii) with any other service platform that is not connected to an CallTower provided access facility, or (iv) any CallTower provided equipment used in combination with any broadband Internet connection not provided by CallTower, Customer agrees as follows:

1. Prior to the project kickoff call, Customer will perform the CallTower VoIP Test located on CallTower's Website at <http://www.calltower.com/support/voip-test>
2. CallTower will not be liable or responsible for any integration, installation, testing, troubleshooting, repair, support or maintenance regarding any Customer Equipment used in connection with the Service.
3. Customer understands that it may experience quality of service issues or degradation in Service resulting from the Customer Equipment. The Service Level Agreement will not be applicable to any Service provided to Customer used in combination with the Customer Equipment.
4. Customer shall use the Service in compliance with, and subject to, all applicable government codes, ordinances, laws, rules and regulations, applicable tariff, and the Acceptable Use Policy, and any additional documentation corresponding to the Service, which can be found on [www.calltower.com](http://www.calltower.com) and shall secure, prior to the delivery of the Service, and maintain in full force and effect during the applicable Term, any and all necessary approvals, consents, licenses, permits, franchises, or similar approvals which are necessary or required to be obtained by the Customer in connection with the Customer Equipment.
5. CallTower reserves the right to terminate the Service(s) in accordance with the terms and conditions of the Agreement immediately and without advance notice if CallTower, in its sole discretion, believes that the above restrictions on use have been violated.


H.M. DAVENPORT, JR.
COUNTY JUDGE
6-13-22

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





Quote Number: 1024809

06/01/2022

Navarro County

**PAYMENT TERMS AND METHODS**

**Check Options:**

30 Day Payment Terms, Pay By Check: NRC and 2 Month Deposit Paid Upfront  
 NRC Check Included  
 2 Month Deposit Included

10 Day Payment Terms, Pay By Check: NRC and 1 Month Deposit Paid Upfront  
 NRC Check Included  
 1 Month Deposit Included  
 Bill credit card for NRC and Deposit

**Customer hereby authorizes and directs CallTower to initiate CallTower Setup/NRC charge from the credit card supplied below:**

**Credit Card Option:**

Credit Card Number: \_\_\_\_\_  
Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_  
CVE Number: \_\_\_\_\_  
Billing Address: \_\_\_\_\_

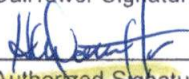
\_\_\_\_\_  
Print Name:                      Signature:                      Order Number:                      Date:

**Ach Option:**

ACH (ACH Form Attached Below): NRC Deposit and No Deposit  
 NRC Check Included

**MAIN CONTACT**  
Damien Givens  
damien.givens@texomahidta.org

**Payment Method**  
Payment Option:  
Email Statements to:

\_\_\_\_\_  
CallTower Signature:                      Print Name:                      Title:                      Date:  
                      H.M. DAVENPORT, Jr.                      County Judge                      6-13-22  
Authorized Signature:                      Print Name:                      Title:                      Date:



Quote Number: 1024809

06/01/2022

Navarro County

**AUTHORIZATION AGREEMENT FOR AUTOMATIC PAYMENTS**

Navarro County ("Customer") hereby authorizes and directs CallTower and the Bank named below to initiate variable entries to the checking account designated below for the purpose of making payments due from the Customer to CallTower pursuant to the Services Agreement between Customer and CallTower.

Customer hereby represents and agrees that such checking account is and will continue to be maintained primarily for business purposes.

Customer further agrees that it will maintain at all times sufficient balances in such account to allow CallTower and the Bank named below to charge such account for the amounts due from Customer to CallTower under the Services Agreement between Customer and CallTower.

Customer is attaching a blank copy of the Customer's check for reference purposes.

Depository Name (Financial Institution)	Branch	Branch Phone Number
Branch City		Branch State and Zip Code
ABA/Routing Number (Located between     on bottom of check)		Financial Account Number
Company Corporation Name on Account		
Authorized Signature on Account (Please Print)		
Customer Authorized Signature		Date

 H.M. DAVENPORT, Jr. County Judge 6-13-22  
 Authorized Signature:                      Print Name:                      Title:                      Date:



**ADDENDUM**  
**Modifications in *Italic and Bold***

This Addendum is entered between CallTower, Inc. (CallTower) and Navarro County (Customer) and amends the Service Agreement (Quote #1024809) *between the Parties.*

Section 30 (New)

*Customer represents that it or its end user customer is a public entity and/or the Services provided under this agreement are otherwise subject to public funding sources. Customer represents and warrants that all necessary funds have been appropriated to satisfy the Customer's obligations for the underlying service(s) through the first anniversary of the Service Commencement Date (the 1<sup>st</sup> Anniversary). If, for any year of the term following the 1<sup>st</sup> Anniversary: (a) no funds are appropriated for any of the Customer's communications facilities, services or technologies for any of the locations listed in any attached Service Order; (b) the Customer has no alternative but to discontinue all facilities, services and technologies to such locations for that funding year (for example, no internet connections may be made from any of such locations during such year, etc.); (c) CallTower has received a written Notice from the Customer confirming the occurrence of items (a) and (b) of this paragraph (the "No Funding Notice"), then, on the following terms, Customer, may terminate the affected Service Order(s). The "Effective Date of Termination" for the Service Order shall be the later of (a) the 1<sup>st</sup> Anniversary; (b) the first day of the funding year for which no funds are appropriated (or any of the Customer's communications facilities, services or technologies for any of the locations listed above in the affected Service Order, or (c) thirty (30) days from the date the above referenced No Funding Notice is received by CallTower. In the event of such a termination, the parties agree that Customer shall pay for all services rendered under the affected Service Order(s) through the Effective Date of Termination, but Customer shall not incur any further termination liability of any sort for such termination. Customer agrees not to deprive CallTower of the anticipated benefit of any attached Service Order by artificially terminating, or allowing for an artificial termination of, such service and shall not "terminate" any service and then immediately replace the order for the same service with Customer, a Customer affiliate, or another supplier*