

AGENDA REPORT

September 21, 2010

TO: Honorable Mayor and City Council Members

FROM: Joe Tait, City Manager

SUBJECT: Consideration of an Agreement for the Purchase and Installation of a Hosted Unified Communications System (Panterra Networks)

RECOMMENDATION:

By Motion:

1. Approve and authorize the City Manager to execute an agreement with Panterra Networks for the purchase, installation, and implementation of a hosted unified communications system in an amount not to exceed \$44,946.78 for the first year; \$50,908.94 for the second year; \$55,903.64 for the third year; and
2. Approve and authorize the City Manager to execute an agreement with Panterra Networks for the purchase of contingency additional communications hardware in an amount not to exceed \$10,073 for the initial deployment in the first year; and
3. Approve and authorize the City Manager to execute an annual licensing agreement in the amount of \$55,903.64 after the third year and allow for annual increases based on the consumer price index not to exceed 3 percent per year for subsequent years with three (3) possible extensions equal in duration to the initial period.

SUMMARY AND RECOMMENDATION:

The City's existing telephone system (installed in 1982) is technologically outdated and is no longer cost effective to maintain and operate. The main City Hall telephone switch was purchased in 1972, with other facility switches being purchased as far back as 1988. Although the equipment has proven to be reliable over the years, there is now a shortage of both parts and qualified technicians for servicing and maintenance. Every handset currently in use in City offices has been refurbished at least once, with many handsets having been refurbished multiple times. Most City Hall desktop phone instruments are now ten to fifteen years old. Recently, when a neighboring city implemented a new telephone system, the City of San Juan Capistrano obtained some of their old Avaya telephone equipment in order to assist with fulfilling part needs. Multiple times in the last few years, there has been a part failure and the maintenance vendor has not been able to find the replacement part. However, City IT staff has been

able to scavenge the salvaged equipment and replace the failed part internally, which is proving to become more and more difficult and time consuming.

As part of the Technology Services effort to ensure IT functionality for the City, staff has completed an initial Disaster Preparedness report which states that voice or phone service was categorized as one of the most critical services in case of an emergency. The Avaya system currently being utilized does not meet this emergency requirement.

In order to ensure emergency functionality, as well as bring the telephone system up to current operational standards, staff is recommending the purchase, installation, and implementation of a hosted unified communications system. This system is designed for ease of use, emergency functionality, and will allow for technology advances in the City's telecommunications operations.

SITUATION:

The City currently uses an Avaya telephone system that consists of a main switch located at City Hall, along with other smaller switches, which are located at the City Yard, Community Center, Ground Water Recovery Plant, Dance Hall, and Utilities office. These smaller facilities are connected to the City Hall switch via fiber. All other smaller City facilities do not have a switch due to their size, but instead, have direct phone lines in each facility.

There are limitations and deficiencies with the City's existing phone system that require its replacement. In addition to the lack of service and maintenance parts and technician assistance available, the Audix voicemail system is past its useful life, meaning that the manufacturer has stopped providing support for this system. The City Hall switch's voicemail hard drive failed this past year resulting in a four hour failure. Due to the age of the system, the City has also experienced extended down time on its phone system when ports in the main switch have failed. Since the switch uses ports to provide physical connectivity for phones, there is a limit on how many phones can be deployed. We are currently at capacity at City Hall, meaning no additional phones can be added.

In addition to the above deficiencies, there is a security and safety issue relating to users attempting to place a 911 call. When a 911 call is placed from any remote City facility, the 911 emergency services get dispatched to City Hall instead of the facility from where the call was made. Due to the design and age of the system, there is no current expandability availability. This decentralized design and approach to telecommunications management leads to inefficiencies and added costs.

Staff has researched current technology telephone systems and recommends replacing the City's obsolete telephone system with Voice over Internet Protocol (VoIP) technology allowing for integrated unified communications at all City facilities. VoIP is the practice of making calls using a data network connection to pass voice traffic. This is accomplished using the Internet Protocol (IP) already in use for the data network and serves to send instructions on a network to handle data or voice traffic moving about a

network. The VoIP network will utilize the City's fiber network which connects City Hall, Community Center, Ground Water Recovery Plant, Dance Hall, and Utilities office to provide telephone connectivity to these sites. The remaining sites will use data traffic and we will continue to employ the same data circuits for VoIP as well.

Upgrading the City's current Avaya telephone switch to make it Voice over Internet Protocol (VoIP) ready is not feasible due to the age of the switch. Another option considered was to purchase a new Avaya VoIP system and integrate it with the existing network. This was also deemed not feasible because the network infrastructure is Cisco gear, and the bridge between Avaya and Cisco was deemed not as efficient for convergence.

As part of our research of other agencies, we have found that many municipalities are turning to VoIP systems to meet their communications needs, including our surrounding cities and agencies, such as the City of Mission Viejo and South Coast Water District. VoIP has quickly become the preferred telecommunications technology by gaining stability, improving quality and reducing costs by eliminating telephone lines. The following are some of the VoIP projected advantages that will enhance productivity by allowing us to leverage technology to increase our organizational efficiency:

- A stable system that can serve the City during emergency operations.
- An efficient process for making adds, moves or changes to user setups which will benefit users and technical staff.
- Improved productivity with the introduction of features such as integration of voicemail into existing email system where correspondence is organized, forwarded, deleted, indexed or stored.
- City telephone directory stored on each phone for easy access.
- Remote worker function where users can be connected to the phone system while traveling or working remotely.
- Increased security.
- Power over Ethernet and intelligent power management to reduce utility costs.

VoIP should not be confused with an Interactive Voice Response (IVR) solution such as TeleWorks. VoIP is the practice of using existing data infrastructure for voice traffic by optimizing bandwidth efficiency and reducing voice related infrastructure costs. Interactive Voice Response is a technology that allows a computer to detect voice and dual-tone multi-frequency signaling (DTMF) keypad inputs. IVR allows customers to access a City database via a telephone keypad or by speech recognition, after which they can service their own inquiries by following instructions.

Vendor Selection

The City developed a Request for Proposal (RFP) for a new unified communications system. The RFP was sent to prospective VoIP and unified communications system vendors and manufacturers in April 2010 and numerous responses were received in May 2010. The responses were evaluated by City staff who developed a matrix to help

delineate compliance and total cost of ownership. Based on the ability of the vendors' proposed systems to meet the operational and financial requirements of the City, four vendors were selected from the responders. A demonstration was scheduled with City staff from key City departments to evaluate the unified communications systems, telephone handsets, and unified communications infrastructure. Further demonstrations were conducted to evaluate queuing systems in actual call center environments. Following these demonstrations, Panterra Networks, of Sunnyvale, California, was selected as the vendor to provide the new hosted unified communications system for the City of San Juan Capistrano.

Benefits

Panterra Networks offers a 100 percent browser-based unified communications solution called WorldSmart. This unified communications system will centralize the City's communications needs in a single, easy-to-use cloud based system. The system will include instant messaging, text, voice, conference calling, email, calendaring, and web meetings in a centralized communication center. In addition, WorldSmart offers unlimited voice, unlimited audio conferencing, desktop sharing, unlimited auto-attendant and free calling within the U.S., Canada and on-net. Furthermore, the system can be customized to best fit the needs of each user.

The advantages of having this hosted or "software-as-a-service" system is the reduction in administrative and communication expenses for the City. In addition, maintenance of the system is simplified because the service includes round-the-clock assistance. Cloud-based services also ensure future proof communications with infinite scaling, lifetime support, and immediate software updates.

The unified communications system proposed by Panterra Networks will bring many benefits to the City, not only to internal staff, but for our residents as well. The public will benefit from a more robust call queuing system, which will be able to more intelligently route callers to the appropriate personnel. The internal staff will benefit from features such as caller ID appearance, advanced conferencing with secure call-in, and access to the City phone directory via all phones. The system will also be remotely monitored in real time on a round-the-clock basis by Panterra, which will increase system stability, and allow quick resolution of any anomalies.

In the case of a local internet connection or power failure, Panterra's servers will automatically detect and route all incoming calls to cell phones or any other phone lines the City configures in the system. Basic services such as voicemail, call routing, will never go down as they are cloud based and stored on external servers with backups in multiple locations worldwide. In addition, the WorldSmart application can be accessed from any computer so staff can move to a different facility or computer and still have access to email, voicemail, secure instant messaging, web conference, and softphone capabilities.

By utilizing the latest telecommunications technology, management of the City's telecommunications system will be more cost-effective and efficient than the current phone system.

A condensed list of VoIP features is included below:

- 100 percent browser-based client and simple web sign-in
- Unified communication center for instant access to all communications
- Free unlimited on-net calling with simple click-to-dial interface
- Real-Time presence for calls and instant message Status (i.e. on the phone and logged in)
- Secure Instant Messaging with including group IM Conferencing and the 'MobileMessage' service that automatically translates IM-> SMS and Email
- Voicemail with voicemail to email
- Unlimited business quality audio conferencing
- Unlimited one-to-one desktop sharing
- Unlimited Large File Transfer between users without use of email
- Complete cloud-based archiving and search of all communications
- Eliminates on-premise hardware and software, integration, and maintenance costs
- Voice, web collaboration, in-bound and out-bound call center and messaging services
- Flexibility to support office and mobile staff
- Unlimited on net calling and conferencing from supplied computer based softphone

The choice of Panterra Networks as the integrator of Cisco hardware, WorldSmart software, and implementer of the professional services is consistent with our technology goals:

- maintaining our standard for existing infrastructure of Cisco equipment
- leveraging available in-house knowledge
- increasing reliability and performance of technology

COMMISSION/BOARD REVIEW AND RECOMMENDATIONS:

None

FINANCIAL CONSIDERATIONS:

The cost of installation and implementation of the new unified communications systems as proposed by Panterra Networks is \$44,946.78. Panterra is providing all hardware free of charge with the exception of the ten (10) conference room phones, estimated at \$4,080, the fifteen (15) EOC phones, estimated at \$2,925, and the extra equipment (twenty (20) phones of various models) that staff has requested to have available during deployment, estimated at \$3,068. If the additional hardware equipment, totaling to

\$10,073, is found to be unnecessary, Panterra will issue an immediate refund after the City returns the equipment. The funding source for the purchase of the new system was budgeted in the FY 2009-10 budget and carried over to FY 2010-11 in the Internal Services Fund. A licensing contract with Panterra for each year afterward is estimated to result in a cost not to exceed \$50,908.64 for FY 2011-12, cost not to exceed \$55,903.64 for FY 2012-13, and allow for annual increases based on the consumer price index not to exceed 3 percent per year for subsequent years.

The City currently spends approximately \$67,000 annually on phone related charges, not including the amount of staff time trouble-shooting the current unsupported system and scavenging/searching for parts.

Current Phone Related Charges	Description	Current Annual Charges	Panterra FY 2010-11	Panterra FY 2011-12	Panterra FY 2012-13
AT&T	Phone service charges	\$48,000	\$2,000*	\$2,000*	\$2,000*
Avaya	Technical support for switches	\$15,000			
Dave Perry/Ron Miller	Specialized wiring or programming support	\$3,200			
Veramark	Reporting software overlay	\$610			
Telephonetics	Music on hold program	\$285			
			\$44,946.78	\$50,908.64	\$55,903.64
	Total	\$67,095	\$46,946.78	\$52,908.64	\$57,903.64

*AT&T phone charges estimate for backup redundancy

The annual contract with Panterra will replace the items above with the exception of some analog phone service lines with AT&T required for backup redundancy, traffic signals, and the Supervisory Control and Data Acquisition (SCADA) system. This will result in a net annual decrease of approximately \$20,000 for FY 2010-11, \$14,000 for FY 2011-12, and \$9,000.00 for phone related charges after FY 2012-13. The City will also see slight additional savings and benefits due to integrated audio conference calling and web conferencing capabilities.

NOTIFICATION:

Panterra Networks

RECOMMENDATION:

By Motion:

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Respectfully submitted,

Joe Tait,
City Manager

Prepared by,



Pooja Gupta
Technology Services Manager

Attachment(s):

1. Personal Services Agreement with contract schedules and software agreements

AGENDA REPORT

October 5, 2010

TO: Honorable Mayor and City Council Members

FROM: Joe Tait, City Manager

SUBJECT: Consideration of an Agreement for the Purchase and Installation of a Hosted Unified Communications System (Panterra Networks)

RECOMMENDATION

By Motion:

1. Approve and authorize the City Manager to execute an agreement with Panterra Networks for the purchase, installation, and implementation of a hosted unified communications system in an amount not to exceed \$44,946.78 for the first year; \$50,908.94 for the second year; \$55,903.64 for the third year; and
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SITUATION:

Additional changes were requested to the Panterra Networks End User Service Agreement (EUSA) and Software License Agreement (SLA) at the September 21, 2010 Council Meeting. An updated version of Exhibit C, Contract Addendum, with all the changes is attached to this agenda report.

Respectfully submitted,

Joe Tait,
City Manager

Attachment(s):

1. Exhibit C

Prepared by,



Pooja Gupta
Technology Services Manager

SERVICES AGREEMENT

THIS AGREEMENT is made, entered into, and shall become effective this 5th day of October, 2010, by and between the City of San Juan Capistrano (hereinafter referred to as the "City") and PanTerra Networks (hereinafter referred to as the "Service Provider").

RECITALS:

WHEREAS, City desires to retain the services of Service Provider regarding the City's proposal to purchase and install a hosted unified communications system; and

WHEREAS, Service Provider is qualified by virtue of experience, training, education and expertise to accomplish such services.

NOW, THEREFORE, City and Service Provider mutually agree as follows:

Section 1. Scope of Services.

The Scope of Services to be performed by Service Provider shall consist of those services as set forth in Exhibits "A through "G" attached and incorporated herein by reference. To the extent that there are any conflicts between the provisions described in Exhibit "A through "G" and those provisions contained within this Agreement, the provisions in this Agreement shall control.

Section 2. Term.

This Agreement shall commence on the effective date of this Agreement and services required hereunder shall continue until notified that said services are no longer required,

Section 3. Compensation.

3.1 Amount.

The total compensation for the services hereunder shall not exceed \$44,946.78 for fiscal year 2010/11, \$50,908.64 for fiscal year 2011/12, \$55,903.64 for fiscal year 2012/2013 as set forth in the Scope of Services labeled Exhibit "B," attached and incorporated herein by reference. Total compensation for the services hereunder shall allow for annual increases based on the consumer price index for subsequent years.

3.2 Method of Payment.

Subject to Section 3.1, Service Provider shall submit quarterly invoices based on total services in advance of the quarter in which those services shall be completed. The City will pay quarterly payments on net 30 payment terms based on approved invoices in accordance with this Section.

3.3 Records of Expenses.

Intentionally Omitted.

Section 4. Independent Service Provider.

It is agreed that Service Provider shall act and be an independent service provider and not an agent or employee of City, and shall obtain no rights to any benefits which accrue to City's employees.

Section 5. Limitations Upon Subcontracting and Assignment.

The experience, knowledge, capability and reputation of Service Provider, its principals and employees were a substantial inducement for City to enter into this Agreement. . This Agreement may not be assigned, voluntarily or by operation of law, without the prior written approval of the City, except in the case where Service Provider has more than 50% of its stock acquired or merged into another company. If Service Provider is permitted to subcontract any part of this Agreement by City, Service Provider shall be responsible to City for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and City. All persons engaged in the work will be considered employees of Service Provider. City will deal directly with and will make all payments to Service Provider.

Section 6. Changes to Scope of Services.

The Service Provider's service allows the City to make additions or changes to the Scope of Services via a portal provided by the Service Provider. All changes made by the City administrator using the Service Provider portal shall be considered authorized changes to the Scope of Services.

Section 7. Familiarity with Work and/or Construction Site.

Intentionally Omitted.

Section 8. Time of Essence.

Time is of the essence in the performance of this Agreement.

Section 9. Compliance with Law; E-Verify.

9.1. Compliance with Law.

Service Provider shall comply with all applicable laws, ordinances, codes and regulations of federal, state and local government.

9.2. E-Verify.

If Service Provider is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Service Provider shall enroll in the E-Verify program within fifteen days of the effective date of this Agreement to verify the employment authorization of new employees assigned to perform work hereunder. Service Provider shall verify employment authorization within three days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://www.vis-dhs.com/employerregistration>. Service Provider shall certify its registration with E-Verify and provide its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

Section 10. Conflicts of Interest.

Service Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement. No person having such interest shall be employed by or associated with Service Provider.

Section 11. Copies of Work Product.

Intentionally omitted.

Section 12. Ownership of Documents.

Intentionally Omitted.

Section 13. Indemnity.

To the fullest extent permitted by law, Service Provider agrees to protect, defend, and hold harmless the City and its elective and appointive boards, officers, agents, and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorneys' fees, for injury or death of any person, or damages of any nature, including interference with use of property, arising out of, or in any way connected with the recklessness and/or intentional wrongful conduct of Service Provider, Service Provider's agents, officers, employees, subcontractors, or independent contractors hired by Service Provider in the performance of the

Agreement. The only exception to Service Provider's responsibility to protect, defend, and hold harmless the City, is due to the recklessness and/or wrongful conduct of the City, or any of its elective or appointive boards, officers, agents, or employees.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Service Provider.

Section 14. Insurance.

On or before beginning any of the services or work called for by any term of this Agreement, Service Provider, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City, the insurance specified below with insurers and under forms of insurance satisfactory in all respects to the City. Service Provider shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Service Provider has also been obtained for the subcontractor. Insurance required herein shall be provided by Insurers in good standing with the State of California and having a minimum Best's Guide Rating of A- Class VII or better.

14.1 Comprehensive General Liability.

Throughout the term of this Agreement, Service Provider shall maintain in full force and effect Comprehensive General Liability coverage in an amount not less than one million dollars per occurrence (\$1,000,000.00), combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit.

14.2 Comprehensive Automobile Liability.

Throughout the term of this Agreement, Service Provider shall maintain in full force and effect Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles in an amount not less than one million dollars per occurrence (\$1,000,000.00).

14.3 Worker's Compensation.

If Service Provider intends to employ employees to perform services under this Agreement, Service Provider shall obtain and maintain, during the term of this Agreement, Worker's Compensation Employer's Liability Insurance in the statutory amount as required by state law.

14.4 Proof of Insurance Requirements/Endorsement.

Prior to delivering any services under this Agreement, Service Provider shall submit the insurance certificates, including the deductible or self-retention amount, and an additional insured endorsement naming City, its officers, employees, agents, and volunteers as additional insureds as respects each of the following: Liability arising out of activities performed by or on behalf of Service Provider, including the insured's general supervision of Service Provider; products and completed operations of Service Provider; premises owned, occupied or used by Service Provider; or automobiles owned, leased, hired, or borrowed by Service Provider. The coverage shall contain no special limitations on the scope of protection afforded City, its officers, employees, agents, or volunteers.

14.5 Errors and Omissions Coverage

Intentionally Omitted.

14.6 Notice of Cancellation/Termination of Insurance.

The above policy/policies shall not terminate, nor shall they be cancelled, nor the coverages reduced, until after thirty (30) days' written notice is given to City, except that ten (10) days' notice shall be given if there is a cancellation due to failure to pay a premium.

14.7 Terms of Compensation.

Service Provider shall not receive any payment until all insurance provisions have been satisfied.

14.8 Notice to Proceed.

Service Provider shall not deliver any services under this Agreement until the City has issued a written "Notice to Proceed" verifying that Service Provider has complied with all insurance requirements of this Agreement.

Section 15. Termination.

This Agreement may be terminated by any party for cause by providing fifteen (15) business days' written notice to the other party of a Material Breach of contract. The notice must be delivered via common carrier (such as Federal Express) with acceptance signature required. If the other party does not cure the breach of contract, then the Agreement may be terminated subsequent to the fifteen (15) day cure period. A Material Breach is defined as the failure of either Service Provider or City to comply with a term or condition of this agreement.

Section 16. Notice.

All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process:

To City: City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
Attn: Pooja Gupta

To Service Provider: PanTerra Networks, Inc.
1153 Bordeaux Drive, Suite 102
Sunnyvale, CA 94089
Attn: Legal Department

Section 17. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

Section 18. Dispute Resolution.

In the event of a dispute arising between the parties regarding performance or interpretation of this Agreement, the dispute shall be resolved by binding arbitration under the auspices of the Judicial Arbitration and Mediation Service ("JAMS").

Section 19. Entire Agreement.

This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

CITY OF SAN JUAN CAPISTRANO

By: _____
Joe Tait, City Manager

CONSULTANT

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SUPPORT INFORMATION

1. Contact Information. The technical support staff at Service Provider may be contacted by the City at its mailing address, general and support-only telephone numbers, and via e-mail or the Internet. Contact made with any other Service Provider personnel to report an Error, will not be counted towards the error correction or escalation time. Service Provider technical support personnel are the only Service Provider personnel authorized to issue a support tracking ticket for an Error.

(a) Mailing Address. Mail may be sent to the support staff at Service Provider's headquarters, located at 1153 Bordeaux Drive, Suite 102, Sunnyvale, CA 94089.

(b) Telephone Numbers. (800) 805-0558 extension 2

(c) Internet and E-mail Contact Information. The website for Service Provider is <http://www.panterranetworks.com/>. E-mail may be sent to the support staff at support@panterranetworks.com.

2. Error. A "Error" is defined as a problem with the normal operation of the Service Provider services as defined in Section 6A. Errors may involve total loss of service, a partial loss of service, or a request by City for an enhancement to the service as further described in Section 6A.

3. Recognized City Representatives. Service Provider strives to provide unparalleled support to City by ensuring that members of the City staff are properly educated and are prepared to maximize the Service Provider service. Any City staff member who wishes to participate and receive Service Provider training shall participate in and complete one of the four training sessions offered for the Service Provider service. Once a City staff member completes the training, that staff member will be recognized in Service Provider' internal system as qualified to receive support and ongoing online education services. All City Representatives are eligible to receive technical support services, regardless of participation in the training session. The City staff member who is designated to make changes to the city service via the Service Provider portal will be designated the "Administrator". In order to maintain proper communication between the City and Service Provider regarding support issues, the Administrator and two alternates named by the City shall be the only members of City staff who are allowed to contact Service Provider support staff.

4. Scheduled Maintenance. Scheduled maintenance of the Service Provider service will not be counted as downtime. Service Provider will clearly post that the site is down for maintenance and the expected duration of the maintenance. Service

Provider will provide the City with at least three (3) days prior notice for any scheduled maintenance. All system maintenance will only be performed during these times, except in the case of an emergency. In the case that emergency maintenance is required, the City will be provided as much advance notice, if any, as possible under the circumstances.

5. Software Enhancements or Modifications. The City may, from time to time, request that Service Provider incorporate certain features, enhancements or modifications into the Service Provider's service. Service Provider, at its sole discretion, may choose to implement said requests into its service. Subject to the terms and conditions to this exhibit and the Service Agreement, Service Provider and City will use commercially reasonable efforts to perform all tasks in the Scope of Services ("**SOS**") attached as Exhibit B. Upon the City's request for such enhancements/modifications, the City shall prepare a SOS for the specific project that shall define in detail the services to be performed. Each such SOS must be accepted and signed by both parties to be deemed incorporated in this exhibit by reference. Service Provider shall submit a cost proposal including all costs pertaining to furnishing the City with the enhancements/modifications as specified in the SOS.

5.1 Documentation. After the SOS has been executed by each party, a detailed requirements and detailed design document shall be submitted illustrating the complete financial terms that govern the SOS, proposed project staffing, anticipated project schedule, and other information relevant to the project. Such enhancements or modifications shall become part of the Service Provider service.

5.2 Acceptance. City understands that all work contemplated by this exhibit is on a "time-and-materials" basis unless otherwise stated in the SOS. Within ten (10) business days of Service Provider' completion of the milestones specified in the SOS and delivery of the applicable enhancement/modification to City, City will provide Service Provider with written notice of its acceptance or rejection of the enhancement/modification, based on the acceptance criteria set forth in the SOS. City agrees that it will not reject any enhancement/modification so long as it substantially complies with the acceptance criteria.

5.3 Title to Modifications. All such modifications or enhancements shall be the sole property of the Service Provider.

6. Support Policy. In an effort to assign resources to incoming services calls from City as effectively as possible, three types of response priorities have been identified. The criteria used to establish guidelines for these priorities are as follows:

A. CLASSIFICATION OF ERRORS. Errors are classified as follows:

Level 3 Error: An Error, for which there is no means of circumvention,

causing complete loss of the ability to use the Service Provider service. In order for Level 3 Errors to be considered service outages, they must meet the definition of a Service Outage in section 1f of Exhibit F. (A Level 3 Error is sometimes referred to as “**Critical**”.)

Level 2 Error: An Error causing partial loss of the ability to use the Service Provider service. An example would be where a phone call is connected, but the call has sound quality problems that prevent use of the service. (A Level 2 Error is sometimes referred to as “**Urgent**”, but is not considered a Service Outage.)

Level 1 Error: An Error causing (i) loss of non-essential Service Provider service functionality such as inability to access the Service Provider portal.. (A Level 1 Error is sometimes referred to as “**Minor**”, but is not considered a Service Outage”)

B. ERROR CORRECTION. Service Provider agrees to correct reported Errors in accordance with the following provisions. All time references below are clock hours or calendar days, unless otherwise specified. Service Provider does have technical support personnel available via IM or telephone on a 7 day a week 24 hour a day basis. However, the level of technical support required to provide a response to Level 3 Errors and Level 2 Errors is only available during normal business hours (9 a.m. to 5 p.m., Pacific Time, Monday through Friday, excluding Client holidays). Therefore, response times for Level 3 Errors and Level 2 Errors will be during normal business hours (9 a.m. to 5 p.m., Pacific Time, Monday through Friday, excluding Client holidays).

1. Level 3 Errors

a. Service Provider shall provide City with a telephone number for emergency support to be used by City at any time on a 5 days a week, 8 hours a day basis to report Level 3 Errors, which City may use during those times.

b. Service Provider shall use commercially reasonable efforts to provide an initial response to all Level 3 Errors within one (1) hour following the report of Error.

c. Service Provider shall use commercially reasonable efforts to resolve Level 3 Errors within twenty-four (24) hours following the report of Error.

2. Level 2 Errors

a. Service Provider shall provide City with a telephone number for emergency support to be used by City during normal business hours (9 a.m. to 5 p.m., Pacific Time, Monday through Friday, excluding Client holidays).

b. Service Provider shall use commercially reasonable efforts to provide an initial response to all Level 2 Errors within four (4) working hours following the report of Error.

c. Service Provider shall use commercially reasonable efforts to resolve Level 2 Errors within five (5) working days following the report of Error.

3. Level 1 Errors

a. Service Provider shall provide City with a telephone number for emergency support to be used by Client during normal business hours (9 a.m. to 5 p.m., Pacific Time, Monday through Friday, excluding Client holidays).

b. Service Provider technical support staff shall use commercially reasonable efforts to provide City a tracking number for all Level 1 Errors within five (5) business days following the report of Error, and respond further as part of Service Provider' normal error tracking system.

c. Service Provider shall use commercially reasonable efforts to resolve Level 1 Errors by means of a future scheduled update or release.

C. ESCALATION PROCEDURE. In the event Service Provider has been unable to provide either a permanent or a mutually acceptable temporary resolution within the applicable timeframes set forth in Section B above, Service Provider shall use commercially reasonable efforts to initiate the following escalation procedures. All procedures shall be undertaken at Service Provider' sole expense except for "No Fault Outages" as defined in Section 1d of Exhibit For any other cause outside the reasonable control of Service Provider, provided however, the Parties agree Service Provider shall have the obligation to take the actions described below even where the Parties may not agree on the cause of the problem, subject to the Parties' resolution of the Parties' disagreement after the Error has been corrected. All time references below are clock hours or calendar days, unless otherwise specified.

1. Escalation Stage 1.

a. **Level 3 Errors:** If a Level 3 Error is not corrected within twelve (12) hours following the report of the Error, Service Provider technicians attempting to correct the situation shall notify Service Provider's manager responsible for technical support who will immediately become personally involved in resolving the problem, which will include a determination, in his/her reasonable discretion following consultation with City, whether it is necessary to locate a technician onsite at City's location to assist locally in correcting the Error. Service Provider shall use commercially reasonable efforts to keep City apprised of the status of its efforts to correct the Error at no less than four (4) hour intervals.

b. **Level 2 Errors:** If a Level 2 Error is not corrected within five (5) days following the report of the Error, Service Provider technicians attempting to correct the situation shall notify Service Provider's manager responsible for technical support who will immediately become personally involved in resolving the problem, which

will include a determination, in his/her reasonable discretion following in consultation with City, whether it is necessary to locate a technician onsite at City's location to correct the Error. Service Provider shall use commercially reasonable efforts to keep City apprised of the status of its efforts to correct the error at no less than daily intervals.

2. Escalation Stage 2

a. **Level 3 Errors:** If a Level 3 Error has not been corrected after twenty four (24) hours since the initial report of the Error, Service Provider shall involve its Chief Technology Officer in directing the resolution of the problem, which will include a determination, in his/her reasonable discretion following consultation with City, whether it is necessary to locate a technician onsite at City's location to correct the error. Service Provider shall use commercially reasonable efforts to keep City apprised of the status of its efforts to correct the error at no less than four (4) hour intervals.

b. **Level 2 Errors:** If a Level 2 Error has not been corrected after seven (7) days since the initial report of the Error, Service Provider shall involve its Chief Technology Officer in directing the resolution of the problem, which will include a determination, in his/her reasonable discretion following consultation with City, whether it is necessary to locate a technician onsite at City's location to correct the error. Service Provider shall use commercially reasonable efforts to keep City apprised of the status of its efforts to correct the Error at no less than daily intervals.

3. Escalation Stage 3.

a. **Level 3 Error:** If the error has not been corrected after forty eight (48) hours since the initial report of the error, Service Provider shall use commercially reasonable efforts to immediately assign its President and Chief Executive Officer to directly oversee Service Provider's efforts to remedy the Error, including, in his/her commercially reasonable determination following consultation with City, assigning a technician to work onsite at City's location, until such Error is resolved.

b. **Level 2 Error:** If the error has not been corrected after ten (10) days since the initial report of the Error to Service Provider, Service Provider shall use commercially reasonable efforts to immediately assign its President and Chief Executive Officer to directly oversee Service Provider's efforts to remedy the Error, including in his/her commercially reasonable determination following consultation with City assigning a technician to work onsite at City's location, until such Error is resolved.

c. **Level 3 or 2 Errors:** If, at any time, after the specified periods above, the Error has not been corrected, Service Provider shall use commercially reasonable efforts to advise City of the steps it intends to take to correct the Error and the corresponding schedule of such steps. Service Provider shall consider, in good faith, such commercially reasonable measures that it has not taken to date, including without limitation, placement of Service Provider personnel onsite at City and/or retention of third

party technical services to resolve the Error.

D. Failure to Correct Errors. City shall be entitled to receive a credit against the amount invoiced as defined in section 4 Service Credits in Exhibit F, provided however, such reductions shall not apply where the cause of the Error is not within the reasonable control of Service Provider, which includes No Fault Outages as defined in section 1d of Exhibit F. and Errors due to errors by the City or any third party. Except where specifically provided otherwise, the time reference below is clock hours or calendar days.

Table of Service Level Requirements.

By way of example, but not by limitation, a compilation of the timeframes stated herein is included below for convenience of reference by the parties. These timeframes may be modified in instances of specific issues when mutually agreed to by the parties. Service provider agrees to use commercially reasonable efforts to meet these timeframes.

Service Level Required	Level 3 “Urgent” Error	Level 2 “Non-Urgent” Error
	Time measured from initial report of Error to Contractor.	
Initial Response Due	1 hour	1hour
Correction identified and a mutually agreeable correction plan will be developed within	24 hours	7 days
Escalation Stage 1 (Support Supervisor/Group Lead.)	12 hours	7 days
<i>Stage 1 Status Report Intervals</i>	<i>every 4 hours during standard business hours</i>	<i>daily</i>
Escalation Stage 2 (Dir. of Support)	24 hours	7 days
<i>Stage 2 Status Report Intervals</i>	<i>Every 4 hours during standard business hours</i>	<i>daily</i>
Escalation Stage 3 (VP of Support/COO)	72 hours	10 days
Maintenance and Support Fee Reduction	Per section 4 of Exhibit F	N/A



Summary of PanTerra Networks Proposal

In response to the RFP put forth by The City of San Juan Capistrano for a new PanTerra Unified Communications system, PanTerra Networks has created this preliminary quote seen below.

Quarterly Schedule:

Description	Rate	Qty	Total	Discount (%)	Net Quarterly Price
WS-Element Provides basic voice, voicemail, IM and presence	\$39.95	45	\$1797.75	(0.0)	\$5393.25
WS-Mail WorldSmart e-Mail	\$4.95	45	\$247.50	(100.0)	\$0.00
WS Digital Fax	\$9.95	45	\$497.50	(100.0)	\$0.00
MobileMessage Mobile Message Add-on	\$9.95	45	\$497.50	(100.0)	\$0.00
WS-Communicator Include Element + fax, conference bridge, auto attendant, desktop sharing, remote access.	\$59.95	54	\$3237.30	(0.0)	\$9711.90
WS-Call Center All Communicator + powerful ACD, real-time reporting, live monitoring and recording	\$99.95	8	\$799.60	(0.0)	\$2398.80
PowerPak Professional-1 Communicator + Collaborator	\$69.95	8	\$559.60	(0.0)	\$1678.80
Virtual Extensions DID Call forwarding to any line	\$19.95	10	\$199.50	(0.0)	\$598.50
EOC Common Seats Basic DID phone service	\$9.95	15	\$149.25	(0.0)	\$447.75
911 Location Profile 911 Calling Feature	\$3.00	4	\$12.00	(0.0)	\$48.00
Storage - 1GB Additional Storage space for WS-Email and Call Recording	\$4.95	1	\$4.95	(0.0)	\$19.80
Total Quarterly Charges					\$20,296.80



One Time Schedule and Start Up:

Description	Rate	Qty	Total	Discount (%)	Net Price
Per location remote install and training	\$300.00	4	\$1200.00	(0.0)	\$1200.00
Seat Activation Fee	\$25.00	115	\$2850.00	(0.0)	\$2875.00
Lifetime Support Fee	\$50.00	115	\$5700.00	(0.0)	\$5750.00
IP Phone with power	Free	119*	>\$14,093		FREE
Total One Time Charges					\$9,825
Total Quarterly Payments					\$11,707.26
Total Start Up (after disc)					\$21,532.26
FY 2011 Annual Discount (52%)					-\$42,608.04
PanTerra IP Phone Rebate				119* Free Cisco IP Phones	
FY2011 Fees (52% Disc)					\$44,946.78**
FY2012 Fees (40% Disc)					\$50,908.64**
FY2013 Fees (35% Disc)					\$55,903.64**

**Includes \$1.99/user/month regulatory fees.

*Count includes and limited to Cisco 7940G(90), Cisco 7960G w/7914 (11), Cisco SPA525G (7)

In return for free phones and a substantial 1st year discount, the City of San Juan Capistrano will agree to a 3 year contract with PanTerra Networks, pre-paid on a quarterly basis, with two annual increases as outlined below. The total investment for SJC fiscal year one with a PanTerra System Deployment target install date of 10/1/2010 = **\$42,200.58 including IP phones** and PanTerra Networks WorldSmart Suites of service for all 115 employees. PanTerra Networks reserves the right to review WorldSmart Suites of service seat allocation with the City of San Juan Capistrano to make sure departments and users are in the correct WorldSmart suite based on department and user needs. Initial payment for capital expenditure in the amount of \$9,825.00 will be paid in one lump sum after the contract is awarded/signed. First of three quarterly payments will be paid after the contract is awarded/signed. Each additional quarterly payment will be due at the start of each quarter.

Any additional capital funds will be applied to the 2011/2012 IP phone budget and increase quarterly payout to PanTerra Networks. First of four quarterly payments will be paid July 1st 2011.

The total investment for fiscal year 2012/2013 starting July 1, 2012 will increase from **\$43,167.44** ('phone services and usage' budget for 2011/2012) by a minimum of **\$4995.00** to **\$48,162.44 (plus taxes)** with the expectation that additional capital funds may be available in addition to the \$4995.00 increase for year three. Any additional capital funds will be applied to the 2011/2010 IP phone budget and increase quarterly payout to PanTerra Networks. First of four quarterly payments will be paid July 1st 2012.

Any additional WorldSmart suites of service ordered above the original allocation of 115 will increase net quarterly service cost based on the suite type/s ordered. PanTerra reserves the right to choose the supported IP phone allocation to SJC with all phones will be like models.



Summary of Supplemental Equipment

In conjunction with the Quote/Proposal put forth by PanTerra Networks for the City of San Juan Capistrano, there will be additional equipment needed for various reasons that is outside the scope of the original project. This equipment will be at additional cost, but specifically NOT additional charges or revenue to PanTerra. This list is a one-time OPTIONAL investment that will be paid directly to a VOIP equipment reseller. PanTerra has agreed to help with sourcing this equipment for the best possible savings to San Juan Capistrano.

Description	Price	Qty	Total	Comments
Extra Equipment for Implementation (may be returned for refund within 30 days)				
Cisco 7940 IP Phone	\$99.00	5	\$495	
Cisco 7960 IP Phone	\$119.00	5	\$595	
Cisc0 7960 IP Extension	\$115.00	5	\$575	
Cisco 525G IP Phone	\$195	3	\$585	
Polycom Soundstation 4000	\$409	2	\$818	
Total		20	\$3068	
Conferernce Room Phones (These are upgrades with real conference phones. Investment can be lower by using regular 7940 phones with speakerphones.)				
Polycom SoundStation 4000	\$408	10	\$4080	(or, 7940's would only cost \$990)
EOC Equipment (SJC will be reimbursed for these phones)				
Cisco 525G IP Phone	\$195	15	\$2925	
Total Supplemental Equipment			\$10,073	



City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
Attn: Omar Sandoval

August 26, 2010

RE: Amendment Letter to PanTerra End User Service Agreement

Dear Mr. Sandoval,

The terms listed in this letter are amendments to the PanTerra End User Service Agreement (“EUSA”) and the Service Level Agreement (“SLA”).

Preamble of the EUSA: PanTerra agrees to provide a 30 day notice for changes in the EUSA.

Section 2.2 and 4.5 of the EUSA: Reasonable business use is defined as 1500 minutes of PSTN service (both inbound and outbound) per seat for an Element seat and 2000 minutes of PSTN service (both inbound and outbound) per seat for all other WorldSmart Suites. IP minutes are unlimited. The limit is aggregated per account not per seat, so if you have 10 Element seats, you receive 10 times 1500 = 15,000 PSTN minutes for the account. When accounts exceed their limit, we charge a fee of \$0.015 per minute for each PSTN minute used over the limit.

Section 2.3 of the EUSA: Any usage of the system that breaks a Federal, State or Local law is considered usage for “unlawful purposes”.

Section 5.2 of the EUSA: “Unbilled Charges” are charges those services that have been delivered but not billed.

Section 5.3 of the EUSA: PanTerra agrees to limit PanTerra’s right to Terminate the Service to the following: 1) for an uncured breach, 2) for non-payment, and 3) for violations of Section 2 of the EUSA.

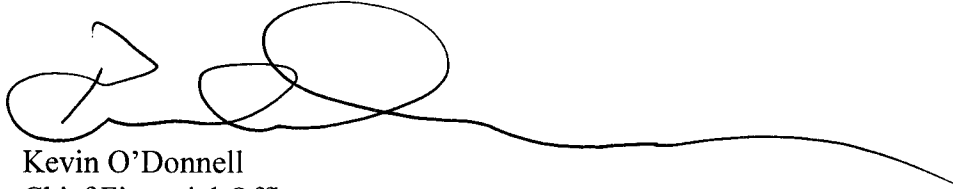
Section 8.5 of the EUSA: We agree to arbitration within Orange County.

Section 8.7 of the EUSA: The failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision

Amendments to the Service Level Agreement (SLA):

Section 4c of the SLA: In order to receive a Service Credit, Customer must (i) open a Severity Three Trouble Ticket within thirty (30) minutes of the occurrence of an applicable event giving rise to a credit, and (ii) submit a written request for a credit to Company within fifteen (15) business days of the opening of the Trouble Ticket. Credit will only be provided from the date that the applicable event is first reported to Company.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Kevin O'Donnell
Chief Financial Officer
PanTerra Networks, Inc.



City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
Attn: Pooja Gupta

September 23, 2010

RE: Second Amendment Letter to City of San Juan Capistrano Services Contract

Dear Ms Gupta,

This letter is an amendment to the terms of the Services Contract dated September 21, 2010.

Section 3.1 of the Services Agreement titled "Compensation Amount". The last sentence of this section is hereby amended to say:

Total compensation for the services hereunder shall allow for annual increases based on either the consumer price index or a maximum of 3% per year, whichever is the lower figure, for subsequent years.

Section 8 of the Services Agreement titled "Time of Essence". The following language is added to this section:

Service Provider will use commercially reasonable efforts to install the services ordered within thirty days after the first payment is received by Service Provider provided: 1) the City makes the installation locations available to Service Provider, 2) the City provides all information requested by the Service Provider in a timely manner and 3) there are no network bandwidth issues. Service Provider has not inspected or visited the location(s) to be installed, and therefore is relying on the City's promise that the locations will be ready to accept installation upon quote acceptance.

Section 15 of the Services Agreement titled "Termination". The following language is added to this section:

A Material Breach of the agreement will be if the Service Provider voice services are unavailable due to a Service Outage as described in Section 1f of Exhibit F the SLA upon either 1) a single voice Service Outage of more than twenty four consecutive hours or 2) three separate voice Service Outages, with each separate voice Service Outage lasting more than four consecutive hours, occurring within a calendar year.

Section 5 of Exhibit B to the Service Agreement titled "Software Enhancements". The following language is added to this section:

The Service Provider will allow the City access to the web based API's in the services free of charge. The City may choose to develop integrations to those web based API's.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Kevin O'Donnell
Chief Financial Officer
PanTerra Networks, Inc.



City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
Attn: Pooja Gupta

September 21, 2010

RE: Amendment Letter to City of San Juan Capistrano Services Contract

Dear Ms Gupta,

This letter is an amendment to the terms of the Services Contract dated September 21, 2010.

Exhibit A, Section 6B

For Level 1,2 and 3 Errors, Service Provider with a telephone number for emergency support to be used by City at any time on a 7 days a week, 24 hours a day, 365 days a year basis to report Level 1,2, and 3 Errors, which City may use during those times.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Donnell". The signature is stylized with large loops and a long horizontal stroke at the end.

Kevin O'Donnell
Chief Financial Officer
PanTerra Networks, Inc.



City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
Attn: Pooja Gupta

September 21, 2010

RE: Negative comments on website Hosted PBX Providers.com

Dear Ms Gupta,

We would like to inform you that the negative comments on the website www.hostedpbxproviders.com were added by an ex-employee of PanTerra. A clear indication of this is that some of the negative comments are copied and reposted several times.

PanTerra has filed a cease and desist lawsuit against this employee, who has breached their termination agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Donnell", written over a horizontal line.

Kevin O'Donnell
Chief Financial Officer
PanTerra Networks, Inc.

PANTERRA NETWORKS, INC.

END USER SERVICE AGREEMENT

THIS END USER SERVICE AGREEMENT (this "Agreement") by and between PanTerra Networks, Inc., a California corporation ("we," "us" or "Company"), and you ("you," "your," or "Customer") contains the rules, regulations, terms and restrictions pertaining to your use of Company's On Demand Unified Communications services and any related products and/or services that you order from us (collectively, the "Service").

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, AND/OR REGISTERING FOR AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT, AS AMENDED FROM TIME TO TIME, AS WELL AS ALL OTHER AGREEMENTS, POLICIES AND GUIDELINES REFERENCED HEREIN, WHICH ARE INCORPORATED HEREIN BY REFERENCE.

We may from time to time, in our sole and absolute discretion, revise all or any portion of this Agreement and/or impose additional rules, regulations, or restrictions not expressly stated in this Agreement pertaining to the use of the Service. Notice of any such changes will be considered given and effective immediately upon our posting of such modifications or revised Agreement on the Website www.worldsmartcentral.com/agreement.htm, or such other Website designated by us from time to time ("our Site"). No further notice by us shall be required to effectuate a modification of this Agreement. Upon posting of a new or revised Agreement, the new or revised Agreement shall supersede the previously agreed to form(s) of Agreement.

[Your continued use of the Services following our posting of any modifications constitutes your acceptance of the modifications. If you do not agree to the terms of any modification, do not continue to use the services and immediately notify us in writing of your termination of this Agreement in the manner described in the section below.]

1 THE SERVICE.

- 1.1 Right to Use Service. We hereby grant you the right to use the Service during the Term strictly in accordance with the terms and condition of this Agreement. The right to use the TRY UC Service is limited to Customers who do not have a WorldSmart account.
- 1.2 Support. We agree to will provide you those levels of support in connection with your use of the Service set forth in, and subject to the terms and conditions of, our Service Level Agreement that can be found at www.worldsmartcentral.com/sla.html which is incorporated herein by reference.
- 1.3 Number Transfer on Service Termination. For those Services that require this function, Local Number Portability (LNP) refers to the order from the Federal Communications Commission (FCC) requiring all telecom providers to allow customers to retain their phone numbers when changing service providers, as long as the customer stays within the same local calling zone. Instead of disconnecting service numbers, you may choose to port your number(s) "out" to another carrier. You initiate this by contacting a new service provider to initiate a port in. The new service provider will then contact us with a port-out request. We will follow industry-sanctioned procedures to fulfill the port out request if: (a) such new service provider is able to accept such number; and (b) your account is completely current, including payment for all charges and applicable Termination Fees.
- 1.4 Ownership and Risk of Loss. You are responsible, at your sole cost and expense, for purchasing any and all required devices necessary for the use of the Service including, but not limited to, any IP phones, multimedia terminal adapter, analog telephone adapter and any other IP connection device (each, a "Device" and, collectively, "Devices").

2 PROHIBITED USES; LIABILITY FOR CONTENT.

- 2.1 Service for Personal Use Only. You are not authorized to resell or transfer the Service or any portion thereof to any other party without our prior written consent, which may be withheld in our sole discretion.
- 2.2 Excessive Use. We reserve the right to immediately terminate or modify your Service if we determine, in our sole and absolute discretion, that your use of the Service is, or at any time was, inconsistent with normal business usage patterns. In addition, you will be required to pay for higher rates for commercial service for all periods in which your use of the Service was inconsistent with normal business use. The TryUC Service is not subject to excessive use charges, but may be terminated at our discretion for usage inconsistent with normal business patterns.
- 2.3 Unlawful Purposes. You may only use the Service for lawful purposes in accordance with the terms and conditions of this Agreement. We reserve the right to terminate your Service with or without notice if, in our sole and absolute discretion, we determine that you have used the Service, or any portion thereof, for any unlawful purpose. In the event of such termination, you will be responsible for the full monthly charges to the end of the current term, including, without limitation, unbilled charges, plus the Termination Fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we determine in our sole and absolute discretion that you have used the Service for an unlawful purpose, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities.
- 2.4 Inappropriate Conduct. You shall not use the Service or any portion thereof in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, or any similar behavior. We reserve the right to immediately terminate your Service if, in our sole and absolute discretion, we determine that you have used the Service or any portion thereof in any of the aforementioned ways. In the event of such termination, you will be responsible for the full monthly charges to the end of the current term, including, without limitation, unbilled charges, plus the Termination Fee, if applicable, all of which will become immediately due and payable upon termination of your Service. If we believe that you have used the Service or any portion thereof in any of the aforementioned ways, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to these authorities.
- 2.5 Reservation of Rights. Notwithstanding anything to the contrary herein, we reserve the right to provide information in response to law enforcement requests, subpoenas, court orders and in any other manner that we deem necessary to protect our rights and property or where failure to disclose the information may lead to imminent harm to the you or others.
- 2.6 Content. You shall be solely responsible for any and all liability that may arise out of any content transmitted by you or any other person, whether authorized or unauthorized, using your Service or any portion thereof (each such person, a "User"). You are solely responsible for ensuring that your use, as well as the use by all other Users, complies at all times with this Agreement and all applicable laws, regulations and written and electronic instructions for use. We reserve the right to terminate or suspend the Service and remove your or all Users' content from the Service if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide Services to you or others. Nothing in this Agreement shall be deemed to create any duty on our part to review and/or monitor your use of the Service to determine if a violation has occurred. Our

action or inaction under this Agreement shall not constitute an approval by us of any of your, or your User's, activities or use of any content.

3 LIMITATIONS OF SERVICE.

- 3.1 Service Distinctions. The Service is not a telecommunications service and we provide it on a best efforts basis. Important distinctions exist between telecommunications services and the Service that we provide. The Service is subject to different regulatory treatment than telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.
- 3.2 911 and E911 Dialing Services. The Service does not support traditional 911 or E911 access to emergency services. Please carefully review our 911 and E911 Dialing Service Guidelines which can be found at www.worldsmartcentral.com/911.html and which is incorporated herein by reference. TryUC Service does not support 911 dialing.
- 3.3 Privacy. The Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. We are not liable for, and hereby disclaim any and all liability resulting from any lack of privacy which may be experienced with regard to the Service. Please refer to our Privacy Policy that is posted on our Site for additional information. We agree that we will not knowingly or purposefully provide or sell any call detail records or any other personal information to any party except as expressly authorized herein.
- 3.4 Use of Service by Customers Outside the United States. Although we encourage you to use of the Service to place calls to foreign countries from within the United States, we do not presently offer or support the Service in any countries other than the United States. If you use the Service outside of the United States, you will be solely responsible for any violations of local laws and regulations resulting from such use. We make no warranties or guarantees as to the quality or availability of services if used in any country other than the United States.
- 3.5 No 0+ or Operator Assisted Calling; May Not Support x11 Calling. The Service does not support 0+ or operator assisted calling (including, without limitation, collect calls, third party billing calls or calling card calls). The Service may not support 511 and/or other x11 services in one or more (or all) service areas.
- 3.6 Incompatibility With Home Security Systems. The Service may not be compatible with home security systems. You may be required to maintain a telephone connection through your local exchange carrier in order to use any alarm monitoring functions for any security system installed in your home or business. You are responsible for contacting the alarm monitoring company to test the compatibility of any alarm monitoring or security system with the Service.
- 3.7 Incompatibility With Certain Broadband and Cable Modem Services. You acknowledge that the Service may not be compatible your broadband service provider. You further acknowledge that some providers of broadband service may provide modems that prevent the transmission of communications using the Service. We do not warrant that the Services will be compatible with all broadband services and expressly disclaim any express or implied warranties regarding the compatibility of the Service with any particular broadband service.

4 CHARGES; PAYMENTS; TAXES.

- 4.1 Activation Fees. Upon subscribing to the Service, and each time you add additional seats to your service, you will be billed a one time provisioning and setup fee. The foregoing fee covers your basic account configuration data and does not include any installation or training fees that you may be required to incur. This activation fee will be included in your service quote and is subject to change from time to time.
- 4.2 Monthly Usage Fees. Upon activation of the Service, you will be responsible for paying all applicable usage fees in connection with your use of the Service based on the fees published on our Price List posted on our Site, which prices are subject to change from

- time to time. The usage fees shall include, without limitation, monthly Service fees for use of the following features: calling, conferencing and other minute-based charges, international usage charges, domestic and other per minute usage charges, advanced feature charges, fees for equipment purchases, Termination Fees, and shipping and handling charges. We reserve the right to bill at more frequent intervals if the amount you owe to us at any time exceeds \$500. Any international (non-US) usage charges shall be billed in increments that are rounded up to the nearest minute except as otherwise set forth in our Price List. Domestic (US) usage charges, including 8xx Toll Free numbers, will be billed in six second increments.
- 4.3 Fee for 911 Calls. All accounts are required to complete a 911 call routing profile, and to keep that profile updated. If you do not complete a profile or keep the profile updated for changes to your account, we reserve the right to charge a \$100 fee per 911 call that is incorrectly routed.
- 4.4 Regulatory Recovery Fee. A Regulatory Recovery Fee is charged monthly to offset costs incurred by PanTerra Networks in maintaining compliance with federal, state and municipal regulatory bodies, government inquiries and related legal expenses. This fee is not a tax or charge required or assessed by any government. The Regulatory Recovery Fee will apply to each user seat that includes a DID.
- 4.5 Unlimited Plan Users. We offer a variety of unlimited calling plans designed to simplify billing for our customers, however, unlimited calling plans are limited to Reasonable Business Use only. "Reasonable Business Use" is defined to mean normal usage as more fully described in the Company product literature. If the Service is subscribed for on an unlimited plan and we deem in our sole and absolute discretion that you are using a predictive dialer application or that you are otherwise abusing the unlimited plan feature, in addition to our other rights and remedies herein, we reserve the right to re-price the service or offer a new service plan in accordance to standard industry billing practices for such activities.
- 4.6 Invoicing and Payment Terms. You will receive a monthly electronic invoice for all fees payable in connection with the Service. Your first monthly invoice will include actual usage charges for the first month of Service plus monthly recurring charges for the following month of Service. If the Service was initiated after the first day of the month, the first month of service will be billed at a pro-rated amount based on the date that the account was provisioned, Each monthly invoice thereafter will include an adjustment to the amount billed in the prior month for actual increases or decreases in your current month Service, plus monthly recurring charges for the next month. All fees are payable net 10 days from the date of the applicable invoice. Your failure to pay any fees due hereunder in a timely manner shall constitute a material breach of this Agreement. Late payments are subject to a late charge of one and one-half percent (1.5%) per month from the date due until payment is received any you shall be responsible for reimbursing us for all costs that we incur to collect such amounts, including, without limitation, collection costs and attorney's fees.
- 4.7 Method of Payment. Upon activation of the Service, you must provide us with a valid email address and a credit or debit card number from a card issuer that is acceptable to us. We reserve the right to stop accepting credit or debit cards from one or more issuers. You must promptly notify us in the event that your credit or debit card expires, you close your credit account, your billing address changes, or your credit or debit card is cancelled and/or replaced on account of loss or theft. Regardless of the payment method that you select, your subscription to the Service authorizes us to charge your credit or debit card. You may terminate our authority to charge your credit and/or debit card upon thirty (30) days prior written notice. If you terminate our authority to charge your credit or debit card, then we may terminate the Service and charge your credit or debit card for any and all fees due including, but not limited, to any applicable Termination Fees and other outstanding fees and charges.
- 4.8 Payment by Credit Card. You will be charged on the first day of the month for any charges incurred in the previous month. If any charge to your credit or debit card is declined or reversed or if your credit or debit card expires and you have not provided us

with a valid replacement credit or debit card within three (3) days, we reserve the right to suspend the Service until the applicable information is provided

- 4.9 Payment by ACH, Wire Transfer or Check. Customers with total Service billings in excess of \$1,000 per month may request to make payments via ACH, wire transfer or check. Our approval may be withheld in our sole discretion with or without reason and may be conditioned upon a satisfactory review of your credit and the posting of a security deposit in an amount that we deem reasonable. If any payment by check does not clear due to insufficient funds, you shall pay us a NSF fee in the amount of \$50 in addition to any other fees payable hereunder.
- 4.10 Billing Disputes. All payments to us are nonrefundable. You must notify us in writing within fifteen (15) days of the invoice date if you dispute any of our charges for that month or you will be deemed to have waived any right to contest such charges. All notices of disputed charges should be sent to: Customer Care Billing Department -- billing@worldsmartcentral.com. If you dispute a charge to your credit card issuer that, in our sole discretion, is a valid charge under the provisions of this Agreement, you agree to pay us an additional Investigatory Fee in the amount of \$100.00.
- 4.11 Taxes. You are responsible for all applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise from or as a result of your subscription or use or payment for the Service or any Devices. Such amounts are in addition to payment for the Service or any Devices and will be billed to your credit card as set forth in this Agreement. If you are exempt from payment of such taxes, you must provide us with an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive such certificate.
- 4.12 Try UC Service. The Try UC Service is provided at no charge, and no invoices shall be sent for use of this Service.

5 TERM; TERMINATION; TERMINATION FEES.

- 5.1 Term. The term shall commence on the date that we activate your Service (the "Effective Date") and, unless terminated earlier pursuant hereto, the Service shall continue in effect for a period of twelve (12) months thereafter ("Initial Term"). Following the Initial Term the Service and this Agreement shall automatically renew on a monthly basis unless you give us written notice of non-renewal at least ten (10) days prior to the end of the then current monthly term. The Initial Term and each renewal term shall be collectively referred to as the "Term." The TRYUC Service has no term and may be cancelled by you or us at any time.
- 5.2 Early Termination by You or by Us for Cause. If you terminate the Service prior to the end of the Term or if we terminate your Service as a result of your breach of any provision of this Agreement, you will be responsible for immediately paying us the following fees and charges: (a) all fees and expenses incurred through the date of termination, (b) all unbilled charges for the remainder of the Term, and (c) an early Termination Fee in the amount of \$200 per account. In addition, you will be responsible for the next full month's charges in the event that you do not provide the requisite ten-day notice of termination prior to the expiration of the then-current term. You must have at least one active seat for your account to be considered to be in good standing. In the event you choose to reduce the number of active seats on your account to zero, your account will automatically be terminated within 30 days and all fees and charges described above will apply.
- 5.3 Early Termination by Us Without Cause. We reserve the right to suspend or discontinue your Service at any time with or without cause in our sole and absolute discretion. If we discontinue the Service prior to the expiration of the Term without cause or terminate your Service without a stated reason, you will only be responsible for charges accrued through the date of termination, including a pro-rated portion of the final month's charges.

WorldSmart users who open Try UC Service accounts may have their TRY UC account terminated by us at our discretion.

6 LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

- 6.1 Exclusions from Liability. Under no circumstances shall we or our suppliers be liable for any delay or failure to provide the Service, including 911 Dialing, or any interruption or degradation of voice quality that is caused by any of the following: (i) an act or omission of an underlying carrier, service provider, vendor or other third party; (ii) equipment, network or facility failure; (iii) equipment, network or facility upgrade or modification; (iv) force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions; (v) equipment, network or facility shortage; (vi) equipment or facility relocation; (vii) service, equipment, network or facility failure caused by the loss of power to you; (viii) outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party; (ix) any act or omission by you or any person using the Service or any portion thereof; or (x) any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.
- 6.2 Limitation of Consequential Damages. IN NO EVENT SHALL WE OR OUR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, LOSS OF REVENUE OR PROFITS, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SERVICE, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.
- 6.3 Limitation of Direct Damages. THE AGGREGATE LIABILITY OF US AND OUR SUPPLIERS TO YOU FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID TO US UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. THE FEES FOR THE SERVICE SET BY US UNDER THIS AGREEMENT HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. ACCORDINGLY, YOU RELEASE US AND OUR SUPPLIERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES, AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED IN THIS AGREEMENT.
- 6.4 Disclaimer of Warranties. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" BASIS. NEITHER WE NOR OUR SUPPLIERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS OF THE SERVICE OR DEVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE SERVICE OR DEVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA OR INFORMATION. NEITHER WE NOR OUR SUPPLIERS SHALL BE LIABLE FOR UNAUTHORIZED ACCESS TO ANY TRANSMISSION FACILITIES,

DEVICES, EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, ANY OF YOUR, OR YOUR USERS', DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION WHETHER CAUSED BY ACCIDENT, FRAUDULENT MEANS OR ANY OTHER METHOD, REGARDLESS OF THE CAUSE OR THE PARTY DETERMINED TO BE AT FAULT. ANY AND ALL STATEMENTS OR DESCRIPTIONS MADE BY US AND/OR OUR EMPLOYEES OR AGENTS PERTAINING TO THE SERVICE OR ANY DEVICE ARE FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE DEEMED TO PROVIDE A WARRANTY OF ANY KIND.

7 PROPRIETARY RIGHTS.

- 7.1 Copyright; Trademark. The Service, all firmware or software used to provide the Service or provided to you in conjunction with providing the Service, and all Services, information, documents and materials on our Site are protected by trademark, copyright or other intellectual property laws and international treaty provisions. Our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our marks.
- 7.2 Unauthorized Usage of Software. You have not been granted any license to use the software in conjunction with you providing the Service to a third party, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. You hereby represent and warrant that you possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided to you. In addition, you shall indemnify and hold us harmless against any and all liability arising out of your use of such interface device with the Service. You shall not reverse compile, disassemble or reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.
- 7.3 Tampering with the Service. You shall not tamper with or reverse compile any software associated with the Service without our prior written consent. We reserve the right to terminate your Service if we believe, in our sole and absolute discretion, that you have tampered with the software. You shall not attempt to hack or otherwise disrupt the Service or make any use of the Service that is inconsistent with its intended purpose.
- 7.4 Theft of Service. You shall notify us immediately, in writing or by calling our customer support line, if any Device is stolen or if you become aware at any time that your Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When you call or write to us you must provide your account number and a detailed description of the circumstances of the theft, fraudulent use or unauthorized use of the Service. Failure to do so in a timely manner may result in our termination of your Service for breach and additional charges to you. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, you will be liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service.

8 MISCELLANEOUS.

- 8.1 Indemnification. You shall defend, indemnify, and hold harmless us, and our officers, directors, employees, affiliates, agents and suppliers from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees and costs) by, or on behalf of, you or any third party or user of the Service, relating to the Services, including, without limitation, 911 Dialing, or any Device.
- 8.2 No Third Party Beneficiaries. No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action or creates any other third party beneficiary rights.

- 8.3 *Notices*. We reserve the right to send notices to end users, which can include but are not limited to Newsletters, Announcements, Promotions and Incentives. We also reserve the right to use the method of electronic communication that we deem appropriate to deliver such notices.
- 8.4 *Governing Law*. The Agreement and the relationship between you and us are governed by the laws of the State of California without regard to its conflict of law provisions. To the extent court action is initiated to enforce an arbitration award or for any other reason consistent herewith, you shall submit to the personal and exclusive jurisdiction of the courts located within the state of California and waive any objection as to venue or inconvenient forum.
- 8.5 *Mandatory Arbitration and No Jury Trial*. Any dispute or claim between you, any member of your household or any guest or employee of you and us arising out of or relating to the Service or any portion thereof will be resolved by arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration will take place in Emeryville, CA. The arbitrator's decision will follow the plain meaning of the relevant documents, and will be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED. All claims shall be arbitrated individually. You shall not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL AND AN AGREEMENT TO BE SUBJECT TO JURISDICTION IN, AND CONDUCT ARBITRAL PROCEEDINGS IN, CALIFORNIA.
- 8.6 *Survival*. All provisions of this Agreement relating to our intellectual property rights, limitation and exclusion of liability and warranties, your indemnification obligations and your obligation to make payments hereunder will survive the termination or expiration of the Agreement.
- 8.7 *No Waiver of Rights*. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.
- 8.8 *Entire Agreement*. This Agreement and the other agreements, policies and guidelines referenced herein, including any future modifications as may occur to such documents constitute the entire agreement between you and us and govern the use of the Service by you and authorized members of your company. This Agreement supersedes any prior agreements between you and us and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter.
- 8.9 *Severability*. If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.

** END OF DOCUMENT **

PANTERRA NETWORKS, INC.

911 / E911 DIALING SERVICE GUIDELINES

Any capitalized terms not defined herein shall have the meanings designated to them in the End User Service Agreement found at

Non-Availability of Traditional 911 or E911 Dialing Service. The Service does not support traditional 911 or E911 access to emergency services in all locations. Where we do not offer traditional 911 or E911 access, we offer a feature known as "911 Dialing" which is a limited emergency calling service available only on most Devices or Equipment. The 911 Dialing feature cannot be used in conjunction with a PanTerra Networks Soft Phone or Virtual Numbers. Our 911 Dialing feature is not automatic; you must separately take affirmative steps, as described in this Agreement and on our website, to register the address where you will use the Services in order to activate the 911 Dialing feature. You must do this for each PanTerra Networks phone number that you obtain. The 911 Dialing feature of the Service is different in a number of important ways from traditional 911 or E911 service as described on our website page for 911 Dialing under "Features," and below. You shall inform any third persons who may be present at the physical location where you utilize the Service of (i) the non-availability of traditional 911 or E911, and (ii) the important differences in and limitations of the PanTerra Networks 911 Dialing feature as compared with traditional 911 or E911 dialing. The documentation that accompanies each Device that you purchase from us or any third party should include a sticker concerning the potential non-availability of traditional 911 or E911 dialing (the "911 Sticker"). It is your responsibility, in accordance with the instructions that accompany each Device, to place the 911 Sticker on 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 our customer care department at 1-800-805-0558.

Registration of Physical Location Required. For each phone number that you use for the Service, you must register with PanTerra Networks the physical location where you will be using the Service with that phone number. When you move the Device to another location, you must register your new location. If you do not register your new location, any call you make using the 911 Dialing feature may be sent to an emergency center near your old address. You will register your initial location of use when you subscribe to the Service. Thereafter, you may register a new location by following the instructions from the "911" registration link on your PanTerra Networks web account dashboard features page. For purposes of the 911 Dialing feature, you may only register one location at a time for each phone line you use with the Service.

Confirmation of Activation Required. Your 911 Dialing feature will not be activated for any phone line that you are using with the Service, unless and until you receive an email from us confirming that the 911 Dialing feature has been activated for that phone line.

How Emergency Personnel are Contacted. We contract with a third party to use the address of your registered location to determine the nearest emergency response center and then forward your call to a general number at that center. When the center receives your call, the operator will not have your address and may not have your phone number. You must therefore provide your address and phone number in order to get help. Some local emergency response centers may decide not to have their general numbers answered by live operators 24 hours a day. If we learn that this is the case, we will send your call instead to a national emergency calling center and a trained agent will contact an emergency center near you to dispatch help. You hereby authorize us to disclose your name and address to third-party service providers, including, without limitation, call routers, call centers and public service answering points, for the purpose of dispatching emergency services personnel to your registered location.

Service Outages.

(a) **Service Outages Due to Power Failure or Disruption.** 911 Dialing does not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Service, including 911 Dialing, will not function until power is restored. Following a power failure or disruption, you may need to reset or reconfigure the Device prior to utilizing the Service, including 911 Dialing.

(b) **Service Outages Due to Internet Outage or Suspension or Termination of Broadband Service or ISP Service.** Service outages or suspensions or terminations of service by your broadband provider or ISP will prevent all Service, including 911 Dialing, from functioning.

(c) **Service Outage Due to Suspension or Termination of Your PanTerra Networks Account.** Service outages due to suspension or termination of your account will prevent all Service, including 911 Dialing, from functioning.

(d) **Service Outages Due to ISP or Broadband Provider Blocking of Ports or Other Acts.** Your ISP or broadband provider or other third party may intentionally or inadvertently block the ports over which the Service is provided or otherwise impede the usage of the Service. In that event, provided that you alert us to this situation, we will attempt to work with you to resolve the issue. During the period that the ports are being blocked or your Service is impeded, and unless and until the blocking or impediment is removed or the blocking or impediment is otherwise resolved, your Service, including the 911 Dialing feature, may not function. You acknowledge that PanTerra Networks is not responsible for the blocking of ports by your ISP or broadband provider or any other impediment to your usage of the Service, and any loss of service, including 911 Dialing that may result. In the event you lose service as a result of blocking of ports or any other impediment to your usage of the Service, you will continue to be responsible for payment of the Service charges unless and until you terminate the Service in accordance with this Agreement.

(e) Other Service Outages. If there is a Service outage for any reason, such outage will prevent all Service, including 911 Dialing, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

Re-Activation Required if You Change Your Number or Add or Port New Numbers. 911 Dialing does not function if you change your phone number or if you add or port new phone numbers to your account, unless and until you successfully register your location of use for each changed, newly added or newly ported phone number.

Network Congestion; Reduced Speed for Routing or Answering 911 Dialing Calls. There may be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing the Service as compared to traditional 911 dialing over traditional public telephone networks.

Possible Lack of Automatic Number Identification. It may or may not be possible for the local emergency personnel to automatically obtain your phone number when you use 911 Dialing. Our system is configured to send the automatic number identification information; however, one or more telephone companies, not us, route the traffic to the emergency response center and that center may not be capable of receiving and passing on that information. As a result, the operator who answers your 911 Dialing call may not be able to automatically obtain your phone number and call you back if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your phone number, or if the Service is not operational for any reason.

No Automated Location Identification. In most service areas, it is not possible at this time to transmit to the local emergency response center the address that you registered for 911 Dialing. You will need to state the nature of your emergency promptly and clearly, including your location (and possibly your telephone number), as the operator will not have this information. Emergency personnel will not be able to find your location if the call is not completed or is not forwarded, is dropped or disconnected, if you are unable to speak to tell the operator your location, or if the Service is not operational for any reason.

Disclaimer of Liability and Indemnification. We do not have any control over whether, or the manner in which, calls using our 911 Dialing service are answered or addressed by any local emergency response center. We disclaim all responsibility for the conduct of local emergency response centers and the national emergency calling center. We rely on third parties to assist us in routing 911 Dialing calls to local emergency response centers and to a national emergency calling center. We disclaim any and all liability or responsibility in the event such third party data used to route calls is incorrect or yields an erroneous result. Neither PanTerra Networks nor its officers or employees may be held liable for any claim, damage, or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to our 911 Dialing service unless such claims or causes of action arose from our gross negligence, recklessness or willful misconduct. You shall defend, indemnify, and hold harmless PanTerra, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to you in connection the Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, attorneys fees) by, or on behalf of, you or any third party relating to the absence, failure or outage of the Service, including 911 Dialing, incorrectly routed 911 Dialing calls, and/or the inability of any user of the Service to be able to use 911 Dialing or access emergency service personnel.

Alternate 911 Arrangements. If you are not comfortable with the limitations of the 911 Dialing service, you should consider having an alternate means of accessing traditional 911 or E911 services or terminating the Service.

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TryUC: Connect With Your Customers Instantly!



Welcome to the world of true unified communications! Not just within your company, but between you and your **CUSTOMERS, CLIENTS, PARTNERS and VENDORS!** PanTerra announces **TryUC** a revolutionary **free** version of its world-class **WorldSmart unified communications solution** targeted at connecting current WorldSmart users to their customers, clients, partners and vendors, without requiring them to purchase WorldSmart themselves. This Business to Customer or **B2C UC** application is the first of its kind!

With a simple click of a mouse, everyone you interact with can sign-up and become a TryUC user. There is no cost and no software to download! They simply fill out a form and once they receive their TryUC credentials, they can start to appreciate the power of unified communications first hand.

Here are just some of TryUC's powerful FEATURES:

- Unlimited business quality on-net **calling** between any TryUC or WorldSmart user anywhere in the world
- Unlimited business quality on-net **audio conferencing** between any TryUC or WorldSmart user anywhere in the world
- Secure one to one and conferencing/group **Instant Messaging**
- Unlimited **desktop sharing** with another TryUC or WorldSmart user
- Real-time **presence**
- Visual voicemail and **voicemail to email conversion**
- Automatic **IM to text messaging conversion** based on presence
- **Large secure file transfer**
- All communications **stored in the cloud** and accessible with just an Internet browser

And when they're ready to use the full power of WorldSmart, they can **upgrade** at anytime without missing a beat!

BENEFITS OF TRYUC FOR WORLDSMART BUSINESSES

Key benefits for WorldSmart businesses that invite their current and potential customers and clients, vendors and partners to use TryUC are:

- Close more business by being much more responsive to potential customers and client!
- Keep customers from going to competitors with value added services.
- Be more productive by eliminating wasted time playing phone and email tag with customers and partners.
- Increase customer satisfaction by reducing frustrating delays in responding to customer issues or questions.

[Click here to see the benefits of TryUC for a current WorldSmart business/user.](#)

If you're **already a WorldSmart business/user** and you'd like to invite someone to TryUC, click this link:

[Send a TryUC Invite Now!](#)

BENEFITS FOR USERS OF TRYUC

Key benefits for users of TryUC are:

- Stay connected to WorldSmart businesses instantly, reducing wasted time and increasing productivity.
- Save all your communications in the cloud and not on your desktop, increasing security.
- No software to download protects your desktop from potential viruses and security breaches
- Easily upgrades to a full WorldSmart solution so that you can offer TryUC to your customers!

[Click here to see a video on the benefits of becoming a TryUC user.](#)

If you're **NOT already a WorldSmart business/user** and you'd like to TryUC, click this link:

[Sign-up for TryUC Today!*](#)

IMAGINE THE POSSIBILITIES:

[Collapse all](#) | [Expand all](#)

Be More Responsive, Make More Money!



Do you play phone tag, voicemail tag and email tag with your customers? Do you find you're losing business because you can't get a customer the information they're looking for fast enough? The speed in which



you respond to a customer is directly related to you and your business's success rate. Ultimately, the company that responds the fastest with the best information wins the business every time.

So what effects the ability for you to respond fast? It's your ability to communicate to your customers and peers fast and connect with them when you need to, wherever they are. How do you do that? By having multiple channels of communications between you and your customers and your peers. It doesn't stop with voice, it just starts with voice! You need voice, conferencing, secure IM, texting, faxing, email and collaboration tools.

TryUC gives you these tools so that you can instantly and effectively communicate with your current and potentially new customers. Because it's free and simple, you can use TryUC to close new customers and generate new business. You will be the most responsive company in your customer's eyes and that means a lot! With TryUC, be more responsive and close more business!

Keep Your Customers Closer to You Than Your Competitors



Are you in a highly competitive space? Do you need an edge to differentiate yourself from your competition? If you could stay closer to your customer, would that give you the edge you're looking for? Research shows that in highly competitive markets, the company that responds the fastest has the edge in keeping a customer.

With TryUC, stay closer to your customer. TryUC provides a real-time conduit from your customers to you making you the default "goto" person and company over your competitors. With TryUC, your customers can tell when you're available and can send a quick secure instant message with a click of the mouse. Once they start using TryUC, the benefits will keep them coming back to you and your company!

Dramatically Improve Customer Satisfaction!



What is your typical customer support experience? 15 minute wait on the phone? 30 minutes? Do people hang up in frustration? Customers have choice today and customer satisfaction (or dissatisfaction) can be a key metric in determining the long term health of a business. When customers have a problem, they want answers now! and they're going to go to a company that can provide instant response.

TryUC can dramatically improve customer satisfaction by delivering instant response! By utilizing multiple channels of communications, including secure instant messaging, your customers can instantly connect with support teams within your company to get the problems resolved or the questions answered instantly! And TryUC saves you money by reducing support resource requirement since a single support person can handle multiple instant messaging sessions in parallel! Dramatically improve customer satisfaction with TryUC!

Stop Wasting Time Chasing People Down



How often do you play phone tag, voicemail tag or email tag a day? 4 times? 10 times? How much time do you waste trying to chase someone down to get a piece of information? Research shows that on average people waste from 30 minutes to 1 hour each and every day chasing people down. To put that in business perspective, as much as 5% of your overall operating budget may be wasted chasing people. That's a lot of money going down the drain!

With TryUC, you can significantly reduce that wasted money! Having multiple channels of communications and real-time presence for both internal employees as well as customers, partners and vendors can significantly reduce phone, email and voicemail tag. You can instantly know if someone is on the phone or at their desk. And you are always be reached no matter where you are. Stop wasting time chasing people down! Get TryUC today.

* Current WorldSmart users are not eligible for TryUC accounts.

PANTERRA NETWORKS, INC.**SERVICE LEVEL AGREEMENT**

Company and Customer hereby agree to the terms and conditions of this Service Level Agreement (SLA). Any capitalized terms not defined herein shall have the meanings designated to them in the End User Service Agreement found at www.worldsmartcentral.com/agreement.htm (the "Agreement").

1. DEFINITIONS.

- a. "Maintenance Window" - means the time period between 12:00a.m. and 3:00a.m. PST each day.
- b. "Monthly Recurring Charge" or "MRC" - means the fixed monthly amount paid by Customer to Company for a Seat. For the avoidance of doubt, Monthly Recurring Charges do not include any usage-based charges including, but not limited to, those associated with international dialing, 411, Operator Assisted Dialing, DIDs, Porting Charges or other usage-based dialing services provided by any incumbent competitive local exchange carrier (CLEC).
- c. "Network Operations Center Hours" - means 365 days per year, 7 days a week, and 24 hours per day.
- d. "No Fault Outage" means any service outage resulting in whole or in part from any one or more of the following events: (1) Maintenance Windows and Planned Outages; (2) any failure or malfunction of a Customer's or its Users' applications, equipment, facilities, cabling, switching, local area network (LAN), analog phone or analog phone adaptor (ATA) or any other equipment or services not provided by Company; (3) any outage resulting from the act, omission or fault on the part of Customer or any User, customer, any third party contractor or vendor, or any other party other than Company; (4) any event or occurrence that results in "No Trouble Found" resolution to Trouble Tickets; (5) any event or outage lasting under 60 seconds in duration; (6) Trouble Tickets associated with new installations; (7) interruptions where the Customer or its User(s) elects not to release the service for testing and repair and continues to use it on an impaired basis; (8) interruptions during any period when Company or its agents are not allowed access to the affected access lines; (9) master Trouble Tickets opened by Company or by a qualified third party on behalf of Company such as those in the case of a fiber cut; or (10) any force majeure event beyond the reasonable control of Company including, but not limited to, acts of God, natural disasters, cable cuts, government acts and regulation and national emergency.
- e. "Planned Outages" - means any time period during which the Service will not be available as determined by Company with notice to Customer via email or other communication at least three (3) days prior to the commencement of the outage.
- f. "Service Outage" - means an unscheduled period of time during which a User is unable to use the Service as a result of an error classified as Severity 3 by Company but excluding any and all time during No Fault Outages.
- g. "Service Outage Time" - means the period of time beginning when Company opens a Severity 3 Trouble Ticket (defined as when the Customer's Voice Service is completely inoperable) for a Service Outage and continuing until the Service is restored and an internally created electronic notification is generated which includes Company's time stamp indicating when the Service was restored. This time stamp will then be entered into the Trouble Ticket. Service Outage Time is measured solely by time stamps created by Company and is rendered invalid if Customer or any affected User is either unavailable or non-cooperative.
- h. "Service Availability" - means the percentage of time in a given month that a User's Voice Service was available based on the following calculation: (i) the total number of minutes in a given calendar month, minus (ii) the total number of minutes of validated Service Outage Time.
- i. "Voice Service" means that portion of the Company Service involving the transmittal of voice over IP.

j. "Non-Voice Service" means any service that is not a Voice Service.

2. SUPPORT OBLIGATIONS & PROCEDURES.

- a. Support. Company agrees to provide the levels of support defined herein in accordance with the terms and conditions of the Agreement and this SLA. Company shall have no obligations hereunder to any party other than Customer and its Users.
- b. Escalation. In order to provide an orderly and defined means of resolving errors covered by this SLA, the parties agree to participate in an "escalation" process whereby an incident is intended to be identified, isolated and resolved through a series of well-defined procedures through which an increasingly knowledgeable staff member of the contacted party, whether technical or not, is involved in resolving the reported incident. Under no circumstances shall Company be obligated to perform any escalation procedures, and Company shall have no obligations hereunder, with respect to any issues resulting in whole or in part from (1) the use of a prior version of the Services; or (2) User cabling, switching, analog phones and other equipment and/or services provided by any party other than Company.
- c. Trouble Tickets. The opening of a *Trouble Ticket* is the method by which the parties shall commence escalation procedures. A *Trouble Ticket* will not be considered opened with Company until Customer provides Company notification thereof to an email address or telephone number specified by Company from time to time in a format acceptable to Company, whether verbal or written. Upon receipt of all such information, Company will generate a time stamp for the applicable *Trouble Ticket* at which point the *Trouble Ticket* will be deemed open for all purposes herein.

3. SERVICE AVAILABILITY

- a. Service Availability for Voice Services. Company strives for and shall use its commercially reasonable efforts to maintain Service Availability for Voice Service at 100% per month. The calculation of Service Availability for each Voice Service shall be calculated and measured independently.
- b. Service Availability for Non-Voice Services. Company strives for and shall use its commercially reasonable efforts to maintain Service Availability for Non-Voice Service at 99.9% per month. The calculation of Service Availability for each Non-Voice Service shall be calculated and measured independently.
- c. Service Availability Monitoring. Upon availability, Company will make operational data available to Customer through a web-based portal designated by Company.

4. SERVICE CREDITS.

- a. Service Credits for Voice Service. Company will use commercially reasonable efforts to avoid anticipated service interruptions and to minimize any Voice Service disruptions caused by Company. In the event a Voice Service interruption that is caused by Company's equipment and/or facilities makes voice calling unusable for more than fifteen (15) minutes in any single incident during a calendar day, Customer will be eligible for a credit on its bill equal to 1/30th of the applicable portion of the monthly bill (a "Daily Voice Service Credit"). Customer is limited to a maximum of one (1) Daily Voice Service Credit per calendar day. Further, in the event a Voice Service interruptions caused by Company's equipment and/or facilities makes voice calling unusable for more than four (4) hours cumulative time per calendar month, Customer will be eligible for an additional credit on its bill equal to one (1) week of the applicable portion of the monthly bill. Customer is limited to a maximum of one (1) Weekly Voice Service Credit per calendar month.
- b. Service Credits for Non-Voice Service. PanTerra will use commercially reasonable efforts to avoid anticipated service interruptions and to minimize any Non-Voice Service disruptions caused by Company. Non-Voice Service interruptions due to Company equipment or facilities that make Non-Voice services unusable for more than thirty (30) minutes in any single incident during a calendar day, will, if verified by Company, and at the Customer's written request as outlined herein, Company will apply a credit on Customer's bill equal to 1/30th of the month following the month in which the reported and

verified incident was resolved. Customer is limited to one (1) thirty (30) minute Non-Voice Service credit per calendar day. Further, if Non-Voice Service is unusable for more than four (4) hours cumulative time per month, Company will apply an additional credit on Customer's bill equal to one (1) week, in the same manner as noted above. Customer is limited to one (1) weekly Non-Voice Service credit per calendar month.

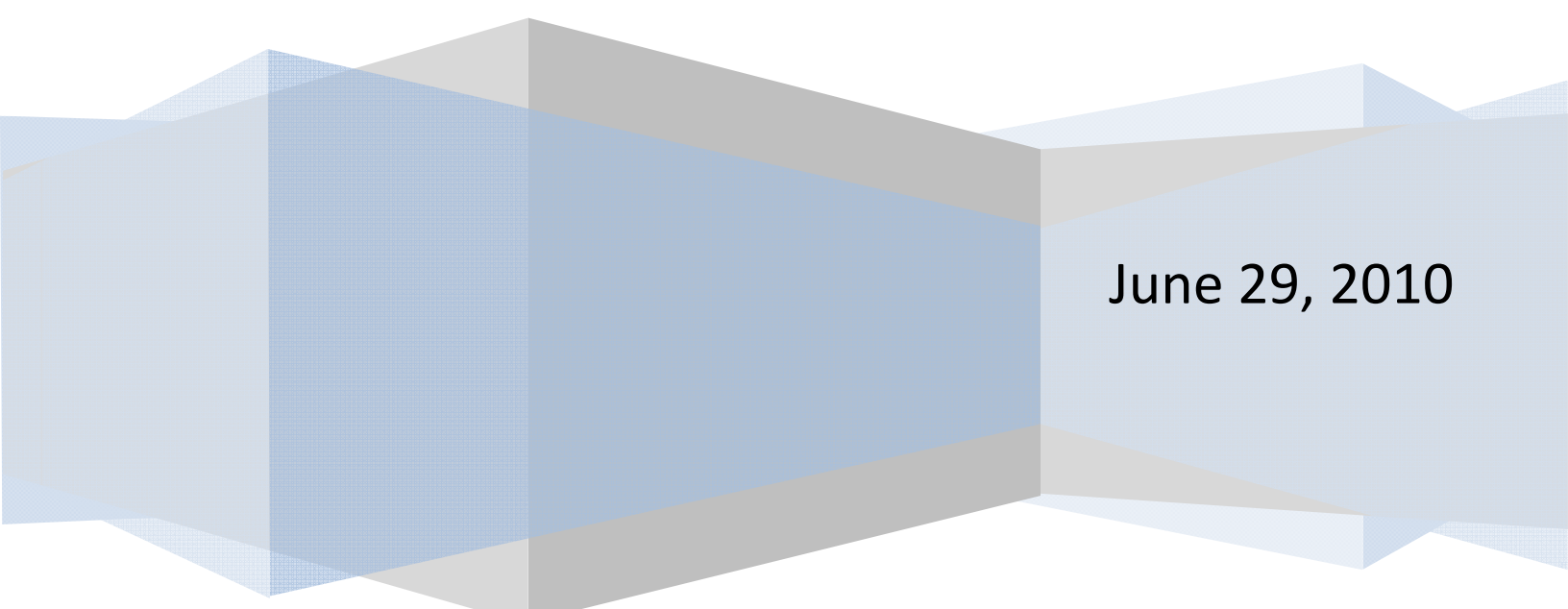
- c. Service Credit Process. All credits are subject to prior verification by Company that a credit is properly due. In order to receive a Service Credit, Customer must (i) open a Severity 3 Trouble Ticket within thirty (30) minutes of the first occurrence of an applicable event giving rise to the credit; and (ii) submit a written request for a credit to Company within fifteen (15) business days of opening of the Trouble Ticket. Written requests shall be sent to an email address specified by Company from time to time with "Request for Credits" in the subject line with the trouble ticket number.
- d. Additional Service Credit Limitations and Caps.
 - i. No Service Credits shall be awarded unless the applicable Customer is operating Company's then current version of the Voice Service and Non-Voice Service and telephone configuration at the time that the Service Credit arose. Service Credits may be awarded only after the Service Credit is applied for by Customer and approved by Company.
 - ii. The Service Credit is based on monthly billing calculations, depending on the specific Service Credit. For any billing month period in which Company fails to meet any of the Service Level Commitments in this SLA, the applicable Service Credit will be applied to the next month's Monthly Recurring Charges, as applicable. All decisions made by Company concerning this SLA or associated Service Credits will be final and binding.
 - iii. In no event will the aggregate value of service credits awarded to Customer for all Service Level Commitments in this SLA, including cumulative and simultaneous credits applied for Voice Service and Non-Voice Service credits during any calendar year, exceed an amount equal to one month's Monthly Recurring Charges (based on the average Monthly Recurring Charges paid per month during the applicable calendar year through and including the last full calendar month prior to the date that the credit is calculated).

City of San Juan Capistrano

UNIFIED COMMUNICATIONS SYSTEM AND PROFESSIONAL SERVICES

**RESPONSE BY PANTERRA NETWORKS TO
REQUEST FOR PROPOSAL (RFP)**

Pooja Gupta and PanTerra Networks



June 29, 2010

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EXECUTIVE SUMMARY AND BACKGROUND

The City of San Juan Capistrano, California, is a General Law city located in Orange County, 55 miles south of Los Angeles and 66 miles north of San Diego. The City has a permanent population of 38,000 residents. The City encompasses approximately 14 square miles of land area in south Orange County. The City is situated at the junction of two highways, the Ortega Highway (SR74) and Interstate 5. MetroLink and Amtrak, Southern California's rail service, offers connecting service from San Juan Capistrano to Los Angeles and San Diego Counties. The City of San Juan Capistrano provides for the billing and collection of all utility accounts for water and sewer services.

The City of San Juan Capistrano is requesting proposals from qualified telephone service companies to replace the City's current Private Branch Exchange (PBX) telephone system. SJC is located in Orange County, in San Juan Capistrano CA.

The City is currently facing several challenges with its current telecommunications system including the following:

- The City's system is based on older hardware and software technology that does not take advantage of the newer infrastructure technology currently used by the City.
- The current system is costly to maintain and operate.

These challenges are the impetus for the City's plan to upgrade its telecommunications system. The City is seeking a solution that addresses the above concerns and is requesting proposals from qualified telephone service companies to supply and install a new system as outlined in this RFP.

BUSINESS OBJECTIVES

The City of San Juan Capistrano seeks a system replacement that will achieve the following key goals:

- Provide IP-based voice capability. The new system will provide a Voice over Internet Protocol (VoIP) solution that the City can leverage for current and future applications

PanTerra: PanTerra's cloud-based Unified Communications delivers far more than just voice, integrating voice, conferencing, secure IM, email, web online meeting, desktop share, digital faxing, message routing, real-time presence and an easy to administer graphical portal.

- Acquire a system that can be easily configured and installed with no interruption to the City's current operations and systems

PanTerra: WorldSmart is simple to use and simple to administer with the included benefit of 100% 24x7 instant support via secure IM (30 sec response time guaranteed), phone and email.

- Implement a system that is compatible with the City's IT infrastructure. The new system must operate on City's current IT infrastructure with limited modifications

PanTerra: All PanTerra services use standard data networks, standards based IP phones, standard IP protocols such as SIP and standard desktop, operating systems and browsers. You are never locked into any proprietary hardware or software with PanTerra.

- The system must include telephones which provide 1GB network pass through to any PC equipment attached to the phones

PanTerra: Supports any SIP compliant IP phone including Polycom, Cisco, Snom, D-link and others, all of which supported pass through rates in excess of 1GB.

- Integrated voice mail services

PanTerra: WorldSmart includes voicemail, unified messaging with a non blocking concurrent ports access. Includes voicemail to email, readable voicemail, group voicemail, information mailbox, distribution mailboxes for corporate notifications. Additionally, virtual mailboxes can be set up to automate repetitive requests for the same information.

- Provide high quality voice with minimal voice latency

PanTerra: The WorldSmart solution is 100% bandwidth agnostic. Bandwidth analysis is run to ensure that bandwidth solutions are adequate to support an Internet-based telephony solution. These tests examine potential jitter, latency, and other factors, thereby ensuring the highest a quality experience end-to-end. The WorldSmart solution is 100% network agnostic. PanTerra utilizes multiple Tier1 domestic and international carriers to originate and terminate traffic. Network carrier redundancy with auto-failover is in place in the event a carrier experiences an unplanned network issue.

- Well supported and maintained

PanTerra: WorldSmart has NO hardware specific or software specific on-premise component and is deployed and managed from the cloud. Thus WorldSmart requires no onsite maintenance and includes 100% full support for administrators and users. The service can be self managed by the customer, or by PanTerra Networks. PanTerra also provides 24/7/365 instant support, responding to IM support requests within 30 seconds. Also, remote desktop access is included, allowing the customer or PanTerra to remotely debug any user problems.

- System must be readily configurable to connect to a third party IVR (specifically TeleWorks)

PanTerra: WorldSmart includes a non blocking IVR service that could eliminate the requirements and costs associated with TeleWorks. WorldSmart can also be configured to operate with third party IVR systems.

- System must include the capability to provide ACD services

PanTerra: WorldSmart includes a comprehensive ACD service that includes skills based routing, call back request, rollover and pulling calls from queue, voicemail and comprehensive group and agent reporting. Detailed real-time statistics are also available from web based ACD live monitor.

- Support for 911/Emergency call-out

PanTerra: Support for E911 location based display of emergency calling with user and location display to PSAP. Additionally PSAP call contact and call will be routed directly back. Additionally users can have multiple handsets per extension each with its own E911 eg: physical phone at home with 911 profile, one in the office with 911 profile and a softphone with nomadic registration for unique 911 profiles.

- Cost effective

PanTerra: The service is cost effective with no annual commitments, maintenance or update charges. Additionally WorldSmart include voice, video, fax, instant messaging, presence, web collaboration, conferencing, email and calendaring groupware all unified together into a single platform. The costs that WorldSmart can cut in any organization cross many functional boundaries including voice, instant messaging, fax, file transfers, storage, web conference and other IM and voice conferencing. WorldSmart's FutureProof guarantee means that you get free support, upgrades and new features for the lifetime of the service.

- System must be fully redundant

PanTerra: WorldSmart is a high-availability fully redundant cloud-based SaaS solution that is seamlessly implemented within a single location, or across multiple locations, creating a virtual office with high-end productivity communications tools found typically only in Fortune 1000 companies. Please see WorldSmart Topology attachment for more information.

OVERVIEW OF PRESENT COMMUNICATIONS ENVIRONMENT

VOICE SYSTEMS

The Information Technology (IT) department is responsible for managing City of San Juan Capistrano's phone system. The current Avaya Definity ECS PBX was purchased in 1980. The voicemail system is Avaya Definity/Intuity Audix running on a Windows 2000 server with approximately 150 mail boxes in use. The existing phones include analog and digital handsets.

City of San Juan Capistrano currently has 5 locations that use the existing PBX. There are also several telephone lines that are not connected to the PBX including FAX machines and modem lines. The City uses AT&T under the CalNet II agreement as well as Cox Business Services as its carrier for local and long distance services. The selected vendor will work directly with the phone carriers for a seamless transition and for all future telecommunications based maintenance and upgrades.

DATA NETWORK

City of San Juan Capistrano uses a 100% switched/routed network using Cisco Switches. The network core consists of five Catalyst-24/48 port switches with 1-GB fiber links to each of the IDF closets. Most IDF closets utilize 1 Cisco Catalyst switch to connect back to the core switches in City Hall. All switches are QoS capable and have 802.3af PoE (Power over Ethernet). Internet access for all City sites is redundant via a bundled set of Cox Business Internet lines

and also a backup AT&T Managed Service line. The data network provides CAT 5/6 wiring and 1GB network speed to all of the networked PCs.

Network Diagram has been provided ('Attachment A').

CABLE INFRASTRUCTURE

All of the City's office buildings are cabled with Category 5/6 cabling. City Hall has 1 Datacenter and 3 IDF closets which are connected to the Datacenter via 1 GB fiber connections. Our Dance Hall has one IDF which is connected to the Datacenter in City Hall via fiber connection. The Community Center has 1 IDF closet connected to each other via a single fiber connection. The Community Center primary IDF is then connected to the Datacenter through a combination of encrypted wireless P2P fiber connections and is approximately 1.0 miles away from City Hall. The computers connect to the various IDF closets via 1 GB CAT5/6 copper wiring.

COMPUTING ENVIRONMENT AND APPLICATIONS

City of San Juan Capistrano's server environment consists of Windows Server 2000, Server 2003 and Server 2008. Email is provided by Microsoft Exchange Server 2003 on Windows Active Directory 2003. The desktops are running Windows XP with at least service packs installed with plans to migrate to Windows 7 next fiscal year. The desktops use Outlook 2007 as their email clients. The desktops run a mix of both standard applications and proprietary applications.

OBJECTIVES/SCOPE OF WORK

The City is interested in options that leverage existing investments and phased approaches that can help ensure a smooth transition to a new system. The following is an overview of the key requirements followed by specific desired features of a new system.

- PBX replacement (VoIP)
- Handset replacements (15 Executive, 3 Switchboard, 17 Management, 85 Standard, 120 Total)
- Unified messaging
- Long term maintenance agreement plan
- Speaker phones
- Standard phones
- IVR/Call Center compatible with third party system
- Voicemail – provide for 200 voicemail boxes
- The solution should provide for a Graphical User Interface or easy to use administrator interface
- The solution should allow for administrators to perform adds, moves or changes and software upgrades
- The solution should provide for diagnostic tools so local administrators can diagnose problems

PanTerra: WorldSmart provides all the requirements above and more all unified together making organizations more productive and accessible. Seamless interaction between voice, fax, instant messaging, sms, email and web collaboration all with presence. Digital conversion between fax, email and sms. And intelligent management down to the user to enable customized plans simply without administrator involvement.

TELEPHONE UNITS

- Telephones providing easy single button access to standard features including hold, mute, transfer, redial and conference

- Support of American Disability Act (ADA) requirements, including amplified handsets and support of TTY devices for those with a hearing disability
- Headset port integration and designated on/off button on the telephone
- Display of internal CID name and extension
- Separate volume control for handset, speaker and ringing features
- Support 1GB pass-through to connected PC equipment

PanTerra: All of the features outlined above are supported in addition to softphone, secure instant messaging and real-time presence, which are included for every user.

AUTOMATED CALL DISTRIBUTION (ACD)

The system, at minimum, must have fairly robust ACD capabilities included with multiple agent groups, agents per group, supervisors and reporting capabilities. Many departments have peak periods of heavy call volumes that require the addition of resources or technology to help the staff manage the volume of calls.

PanTerra: Included with the service and simple to budget calling plans that included unlimited use.

E-911

Regardless of the location, dialing 911 from any site on The City's system must at minimum identify the physical building address, floor and assigned quadrant to the E-911 operators. It is preferred that the system also identify to the cubicle/office level with identification automatically re-addressed for any station level moves.

PanTerra: E911 is supported both out and in for every user with nomad support allowing users to move and reregister their own phones for PSAP / E911 assurance.

MOBILE SUPPORT

System should support the use of wireless IP phones for use on an enterprise class wireless solution when it comes online. The wireless solution is not currently in production but the system must have the capability support wireless IP phones when the technology becomes available.

PanTerra: Wireless IP phone, mobile phones, softphone and standard IP phone support is PanTerra's strength. Users can have multiple IP and softphone set up in routing plans utilizing the same dialing plan and voicemail. An advantage over most on-premise and hosted phone systems.

VOICEMAIL AND AUTOMATED ATTENDANT

The City is seeking a centralized voicemail and automated attendant solution that is integrated with the VoIP system. Many departments will benefit from information only mailboxes that will assist with high volume non-emergency calls as well as frequently and repetitively asked questions. The selected system will have the ability to support automated attendant for multiple departments independently.

PanTerra: PanTerra voicemail is available for every user, every group, ACD and Auto Attendant night and day rules. Company auto attendants can be used in conjunction with user routing plans, voicemail dial out options and ACD roll over. The flexibility is endless. Additionally, WorldSmart includes unlimited auto attendants another benefit over most other hosted vendors that only support one menu tree. Each auto attendant can have its own options, schedules and routings for groups, individuals or ACD.

UNIFIED MESSAGING

The City seeks a system that provides Unified Messaging (UM) integration with Microsoft Exchange 2003 and 2007. The unified messaging or IP network integration options should provide network compliance and interoperability with Windows Server 2003 and 2008 and Exchange 2003 and 2007.

PanTerra: WorldSmart includes voicemail to email, readable voicemail and group voicemails with the same features. Additionally, WorldSmart offers Exchange server replacement, resulting in lower total cost of ownership while still supporting the Outlook user client.

The UM system must support multiple location system integration and delivery of messages to remote office users through an Outlook client and/or through an Exchange server. It is desired that certain mailboxes be capable of delivering broadcast messages to all system users or select subsets of users. It is also desired to have fax to email capabilities and if possible, fax from desktop capabilities.

PanTerra: All the above features are native and supported by WorldSmart.

SYSTEM ADMINISTRATION

A secure, centralized point of administration (access terminal) is desired to administer all City sites. The desired system will allow the IT Department to manage most of the required system administration functions for all locations from City Hall. System administration requirements include:

- Secure administration for all sites on the network available on the City's WAN with system administrative authorization
- Ability to run basic diagnostic checks and backup as well as restore data to include site telecom database, voicemail database, end user data and voicemail/email messages
- Ability to support remote administration at all sites (terminal services)
- Ability to perform standard software changes (moves, adds, changes)
- Ability to build/modify stations, trunk groups, trunk routing tables and ACD groups from Graphical User Interface (GUI) using English language commands
- The system must provide reporting that allows the system administrator to determine traffic/trunking requirements, processor busy levels and service quality
- Additional traffic measurement tools with the ability to determine call volume by department would be very useful for determining staffing and scheduling
- Ability for IT staff to perform software upgrades if not provided as part of the maintenance agreement

PanTerra: All the above requirements are included with PanTerra's WorldSmart services.

CALL ACCOUNTING SYSTEM

The City is interested in utilizing call accounting features for the new system to better track call information. The system should be easy to administer and include built in reporting capabilities.

PanTerra: Account codes and activity codes are standard with all users on the service. Additionally integration with Salesforce.com, and other web enabled CRM systems are included. General Web APIs provide the ability to integrate into any web-based application.

MUSIC ON HOLD

The City is interested in having music on hold that can be changed for holidays and other events.

PanTerra: Music on hold is easy to manage and can be different based on schedules and call destination such as locations, ACD, users or holiday routing rules.

POWER AND REDUNDANCY

Survivability is critical. Phone sets in an IP solution require power. Each vendor will need to clearly state how their system provides power to the telephones and the associated impact to space, capacity, etc. A UPS should be included as part of the hardware solution if any support equipment is needed outside the datacenter. It should be capable of running the system for a minimum of 60 minutes without utility power.

It is essential that the chosen system be evaluated for reliability from both the standpoint of historical up time to redundant operations. The proposed solution should provide redundancy options/alternatives to insure that critical identified sites remain in service in the event of a disaster or major power failure.

PanTerra: Since there is no hardware on site power to the IP phones via power over Ethernet or AC battery backup is essential. However in the case of a power outage all service including auto attendants, call routing and voicemails are still operation with disaster recovery options that can route calls differently than standard routing rules. We have all areas covered.

IVR/CALL CENTER

An Interactive Voice Response or Call Center system is being sought by the City to assist our customers in several areas as well as reduce costs and minimize call volume to our Customer Service Representatives. Phone systems that have an integrated IVR solution to TeleWorks will be evaluated first on the VoIP requirements and then secondarily on the IVR integration requirements. The City reserves the right to select a VoIP and IVR solution from separate and/or stand alone vendors. Proposals from vendors offering only an IVR solution will not be considered.

PanTerra: WorldSmart includes comprehensive IVRs and call center features that would eliminate the need to acquire other IVR services for an additional fee and PSTN usage fee. Our service can be use in place of, in conjunction with and also as disaster recovery for existing IVR products and services.

OPTIONAL FEATURES

The City is interested in additional features and functionality that can improve customer service and City operations such as video conferencing, and mobility solutions. Responders are encouraged to provide suggested systems and enhancements.

PanTerra: WorldSmart is a comprehensive unified communication service that is complete in functionality and usage. The service includes digital voice over IP, digital fax, secure instant messaging real-time presence, conferencing for audio, instant messaging, web collaboration desksharing and email, with calendar and groupware included. Research shows that businesses increase productivity of its users by 30 minutes by deploying a unified communications offering by increasing accessibility, productivity and mix medium conversion to the preference of the uses.

LIABILITY AND RESERVED RIGHTS

The City has no obligation to buy or issue a solicitation to any vendor as a result of this RFP. Each response to this RFP shall be done at the sole cost and expense of each proposing firm and with the express understanding that no claims against the City for reimbursement will be accepted. The selection of the best proposal will be based on a consideration of costs, demonstrated product quality, and the proposer's ability to meet the needs of the City. The proposal with the lowest monetary cost will not necessarily be selected. The City will, at its discretion, award the contract to the vendor submitting the best proposal that complies with the RFP; may, at its sole discretion, reject any or all proposals received, or waive minor defects, irregularities or informalities therein.

The City reserves the right to amend this RFP by an addendum issued up to five business days prior to the date set for receipt of proposals. If revisions are of such a magnitude to warrant the postponement of the date for receipt of proposals, then an addendum will be issued announcing the new date.

INSTRUCTIONS TO VENDORS (I.E., PROSPECTIVE SUPPLIERS OR BIDDERS)

This section outlines specific instructions for proposal submission. Vendors not adhering to these instructions may be subject to disqualification without further consideration.

GENERAL PROCEDURES

ISSUING AUTHORITY

This RFP is issued by:	City of San Juan Capistrano
Contact Name and Title:	Pooja Gupta, Systems Analyst
Department:	Administrative Services Department
Street Address:	32400 Paseo Adelanto
City, State and ZIP Code:	San Juan Capistrano, CA 92675
Telephone Number:	(949) 443-6302 Direct
Fax Number:	(949) 443-5197
E-Mail Address:	pgupta@sanjuancapistrano.org

PRICE GUARANTEE

Vendors are asked to guarantee their prices for a period of six (6) months from the date of submission of the response to this RFP.

PREPROPOSAL QUESTIONS

Vendors must submit questions in writing to Pooja Gupta (contact information above). All questions must be received by May 4th, 2010 to allow for answer preparation.

PREPARATION OF PROPOSALS

PROPOSAL FORMAT

Proposals may be submitted as soft copies or in binders. If the latter, a soft copy format is also required. In addition, one electronic copy via email or CD-ROM is required.

The complete proposal must include the proposal document with a point-by-point response to the RFP and all other materials requested. Vendors may include any additional materials they feel could assist in the evaluation of their proposed systems. However, vendors must provide complete responses to each question. References to other documents will not be accepted.

Vendors are cautioned that proposals that do not follow the format required by this RFP will be subject to rejection without review.

PROPOSAL DUE DATE

All proposals will be received by **4:00pm** on **May 18, 2010**, and will be labeled: "Response to Unified Communications System and Professional Services RFP."

PROPOSAL DELIVERY

Submit seven (7) complete copies of the proposal and one (1) electronic copy via email or CD-ROM to contact shown in Issuing Authority section.

PROPOSAL INCLUSIONS

All equipment, accessories, database information, training, software, hardware, labor and materials must be furnished for the installation in a bill-of-material format. Any additional material or equipment necessary for installation and operation of the system not specified or described herein will be deemed to be part of these specifications.

PanTerra: All included in the price of the service.

In addition, the vendor agrees to work directly with the local and long distance service carriers (AT&T Calnet II and Cox Business Services) for a seamless transition and for all future telecommunications based maintenance and upgrades.

PanTerra: We already work with all vendors above.

STANDARD AGREEMENTS

It is anticipated that the agreement resulting from this solicitation, if awarded will be an Agreement for Personal Services. A sample Agreement for Personal Services is provided (Attachment "B").

The vendor must provide a copy of its standard product agreements that City of San Juan Capistrano will sign if it awards the bid to that vendor.

PanTerra: PanTerra currently has an end user service agreement for every client.

PROPOSAL MODIFICATION AND WITHDRAWAL

Once submitted by a vendor, a proposal may be modified or withdrawn only by appropriate notice to City of San Juan Capistrano. Such notice will be in writing over the signature of the vendor. A withdrawn proposal may be resubmitted up to the time designated for the receipt of proposals, provided it then fully conforms to the general terms and conditions.

CONFIDENTIALITY

Responses to this RFP become the exclusive property of the City and subject to the California Public Records Act. Those elements in each proposal which are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET", "CONFIDENTIAL", or "PROPRIETARY" may not be subject to disclosure. The City shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. Proposers which indiscriminately identify all or most of their proposal as exempt from disclosure without justification may be deemed non-responsive.

In the event the City is required to defend an action on a Public Records Act request for any of the contents of a proposal marked "confidential", "proprietary", or "trade secret", the proposer agrees, upon submission of its proposal for City's consideration, to defend and indemnify the City from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

CALENDAR OF EVENTS

The following reflects the key dates for this RFP. The City is committed to adhering to this schedule but reserves the right to make modifications.

Activity	Date
<i>RFP released to vendors</i>	<i>4/22/2010</i>
<i>Pre-Proposal Conference questions deadline</i>	<i>5/4/2010</i>
<i>Site survey (if requested)</i>	<i>5/11/2010</i>
<i>Proposal deadline and opening – By 4:00pm</i>	<i>5/18/2010</i>

Activity	Date
<i>Vendor selection/Staff Recommendation – Decision pending final budget approval</i>	<i>5/25/2010</i>
<i>Contract negotiations completed</i>	<i>TBD</i>
<i>Final contract signed</i>	<i>TBD</i>
<i>System installation and testing</i>	<i>TBD</i>
<i>System cutover (no later than)</i>	<i>TBD</i>

VOICE AND SYSTEM REQUIREMENTS

The proposed system must be a digital switching system capable of integrated voice and data communications. It must have stored program control, self-diagnostic routines, modular design, and options duplication of critical subsystems. It must be registered for compliance with FCC Part 68 Rules of Registration and must be in compliance with Part 15, Subpart J of the FCC rules relating to electromagnetic interference (EMI).

- Briefly describe your IP Solution:

PanTerra: PanTerra was founded in 2001 to develop leading edge unified communications solutions for the 21st century. After 5 years of deep technology development and testing, PanTerra released WorldSmart in 2007, the world's first fully cloud-based Unified Communications Platform. The first several years, the company focused on building a middleware platform that could accommodate multiple on-demand integrated applications that could be unified on the front-end via client and web-based GUI's and on the back-end through billing, storage, and administration, to name a few. An experienced, senior management team was brought on board in mid-2007. Over the past three years, the company has deployed WorldSmart to over one thousand customers and received many industry awards and accolades. In 2010, the company once again established its technology leadership introducing the industries first 100% browser-based Unified Communications client to compliment its 100% cloud-deployed back-end.

WorldSmart, the Service: PanTerra Networks product name is WorldSmart. WorldSmart 4.0 services are delivered through a 100% cloud-based "on-demand" SaaS architecture over any broadband IP connection. Our ability to deliver all your communications services under a single 100% browser-based interface, compatible with Windows, Mac and Linux OSs, through browsers such as Internet Explorer, Firefox, Safari and Chrome makes us unique. WorldSmart includes four (4) suites that are compatible with existing communications interfaces such as Outlook and SIP-based devices: WorldSmart Element, Communicator, Collaborator and Call Center. These four suites of bundled Unified Communications services are sold as a flat rate unlimited monthly subscription and include digital voice, PBX, email, digital fax, secure IM, web collaboration, remote desktop sharing and ACD/Call Center services.

Redundancy is implemented in multiple layers including redundant network paths, server, switches, router redundancy and geographic.

- Describe in detail your IP Solution and system architecture below.

Complete the Table of Characteristics that summarizes for the proposed system.

Capability	Brief Description
Call Processing Software	<p>PanTerra Networks, WorldSmart voice services is a comprehensive unified communications service that requires no call processing software or hardware on premise. Our service runs on Linux services that run our proprietary unified communications services</p>
Number of Features Supported	<p>1000s of features comprised over a complete unified communications service including but not limited to:</p> <ul style="list-style-type: none"> • Business Voice over IP with ACD, Auto Attendant, Unified Messaging, Direct Inward Dialing, Ring Groups, Automatic Call Distribution(ACD), Music on hold, Recording with Remote Location and Mobile Support. • Unified Command Center the web based user interface for all communications • Complete Conferencing, <ul style="list-style-type: none"> ○ Audio ○ Web Conferencing and ○ Instant Message Conferencing • Instant Messaging, SMS, Text • Web online meeting, desktop share and remote desktop access • Mixed Media Real-time Presence • Intelligent call and message routing • Enhanced voicemail, including VM to email, VM to text and VM call back • Digital Fax • Email, Calendar and Groupware

Capability	Brief Description
Processor	NA
Operating System	<p>The most important aspect of WorldSmart is that it was developed from the start to be cloud-based Software-as-a-Service (SaaS) so that the software developed would be run, maintained and delivered from a centralized reliable and safe datacenter operated by PanTerra Networks. This architecture removes the complexities and costs of owning and maintaining the software itself or the hardware to run it.</p>
Memory Size (min-max)	<p>Storage and archiving is included with the service price</p>
Storage Mediums	NA
Translations Back-Up/Media	<p>PanTerra maintains fully redundant infrastructure components. The core PBX, database and data components are fully redundant with time-tested failover in place. PanTerra's implementation of redundancy is seamless with world class auto failover mechanisms. All web, IM and other data-related services run under Firewall with Intelligent Load Balancing and failover techniques.</p>
Duplication options available	<p>Full compliance archiving available for all mediums including calls, recording, emails, instant messaging, and conferencing</p>
Reliability Rating (5-9's)	<p>4 – 9s with SLA, currently running 5 – 9s over a 3 year period.</p>
Busy Hour Call Completions	<p>Non blocking and infinite scalability</p>
Number of End-Point Connections	<p>Non blocking and infinite scalability</p>

Capability	Brief Description
Gateways	NA
Remote Survivability Options	Disaster recovery settings that can move calls to other users, other PST or failover services

- What is the operating platform for your VoIP solution?

PanTerra: PanTerra WorldSmart is a cloud based service requiring no on premise operating hardware. The service can be used with Windows, Mac and Linux desktops.

- The Gateway must be “Universal” slot oriented and support any type of port circuit pack.

PanTerra: there is no hardware or gateway requirement for WorldSmart customers. It is included and part of PanTerra’s network.

- Provide a list of the Media Modules or port circuit packs your system supports and the number of ports supported by each circuit packs or modules.

Media Modules/Circuit Pack	Number of Ports
Stations	
Analog	NA
Analog Caller ID	NA
Proprietary Digital	
Voice Only	NA
Data Only	NA
Voice/Data	NA
ISDN-BRI	
Voice Only	NA

Media Modules/Circuit Pack	Number of Ports
Data Only	NA
Voice/Data	NA
Combination Analog Trunk and Line	
Central Office (CO), Direct Inward Dial (DID), CAMA E911 or Analog	NA
Trunks	
Central Office (CO)	NA
Direct Inward Dial (DID)	NA
Tie Trunks	NA
DS1	NA
E1	NA
ISDN-BRI	NA
ISDN-PRI	NA
ATM	NA

- How does your system handle QoS?

PanTerra: We recommend running voice and data traffic on segregated and separate networks to ensure the best voice quality experience. Additionally, we offer MLPS connections to customer's carriers and act as another node on the network to ensure end to end quality.

- Does the system provide industry standard application programming interfaces (API's) such as, TAPI, TSAPI, and JTAPI?

PanTerra: We offer web APIs to provide complete call statistics and control to 3rd party web enabled CRM applications. We also provide complete out of the box integration with SalesForce and Outlook.

- Describe how the components that provide PSTN accesses are integrated with the other system components including the IP Telephone Sets.

PanTerra: Our service automatically converts IP Telephone Sets traffic to voice over PanTerra's network. There is no need for onsite phone systems, services, SIP trunks or PSTN/IP/handset gateways. All we need is an IP Connection and IP Phone and our network does the rest including unlimited on network, US and Canada calling and international toll calls at rate typically 50% less than traditional LD carriers.

- Does your IP solution support other networking services such as TFTP, DHCP, DNS, etc.?

PanTerra: IP Phones used on PanTerra's service are standard IP phone which all support the protocols in question. The phones can be set to retrieve IP addresses however the San Juan Capistrano Network Administrator chooses.

- The proposed IP solution must have a power back up system. Please describe your options.

PanTerra: Since the only equipment on site is an IP Phone it is recommended that battery backup be applied to both the IP network and power over Ethernet. If power over Ethernet is not deployed battery backup is also suggested to the IP phone AC outlets.

SYSTEM AND TRAFFIC CAPACITIES

- State the maximum number of ports (trunks and stations) that the system will support without requiring main processor upgrade or change out.

PanTerra: PanTerra's WorldSmart is infinitely scalable and requires no forklift or capacity upgrades. The service is elastic allowing users and services to be turned off, on and upgraded for all users and applications.

- Describe what is required (hardware and software) with the proposed system to expand to meet a 25% growth off the stated equipped and wired for requirements?
- How many talk paths and simultaneous conversations will the proposed system support? Please stated as proposed and system maximum
- State the Busy Hour Call Completion capacity of the proposed system.

PanTerra: WorldSmart supports unlimited simultaneous calls and is only limited by the bandwidth connection that the customer has to the Internet. Depending on the voice codec implemented (G.729 or G.711), each call will utilize either 32 Kb/s or 90 Kb/s respectively. Thus the customer would size the Internet connection based on the maximum number of

concurrent calls they expect to do. For example, using G.729, assuming a maximum of 20 simultaneous calls, the required Internet bandwidth would be 32 Kb x 20 = 640 Kb/sec of bandwidth.

- Describe the tools and technologies available to assist in migrating to the new system. For example, can the City provide an electronic file containing extension numbers and user names to populate the new system?

PanTerra: Provisioning is completely done by PanTerra and a list of users and names would be beneficial in cutting over the system.

SYSTEM REDUNDANCY AND RELIABILITY

- The system should provide a minimum availability of 99.9%, with the capability of increasing the availability to 99.99% and 99.999% as an option.

PanTerra: We guarantee through a SLA 99.99% and the service has delivered 99.999% reliability consistently over the three years in operation. We publish our reliability on our website. This reliability level includes carrier uptime as well as our service uptime. Describe the reliability, redundancy or duplication options offered by your system.

PanTerra: PanTerra uses only proven hardware within its infrastructure. Each component is thoroughly tested prior to being put into production and is made redundant within the configuration rack. Because we are a Linux-powered, horizontally scalable platform, we are also able to leverage standard off-the-shelf hardware components. Further, PanTerra's Operations team continually assesses new systems components that can further improve our customer's experience while continuing to support a low maintenance, high availability environment.

Specify how much bandwidth is required to adequately transmit packetized voice conversations. Vendors must also provide details about call setup time, the architectures of their systems and system families (such as switches, telephony servers and gateways), and the redundancy features of their proposed solutions.

PanTerra: 32 – 90Kbps based on codec used at customer preference. Typically, we set the service up to run on G.729 to utilized 32Kbps of bandwidth per concurrent call.

SYSTEM FEATURES – VOICE

Does the IP Voice Solution offer features that are equivalent to those offered on a class leading enterprise TDM PBX? State the number of features provided on the base system.

PanTerra: enterprise TDM feature set is considerably less than WorldSmart starting with PanTerra's unified communications offering that includes business voice, fax, video, instant messaging, collaboration, presence, email, calendar and groupware.

SPEED DIALING/ABBREVIATED DIALING

Can your system provide speed/abbreviated dial personal, group and system lists for quick access to frequently used numbers?

PanTerra: This can be done at a global level by administrators or at a local level for users.

AUTOMATIC CALLBACK

The system must be able to support Automatic Callback through an analog station without the user having to enter a code or flashing the hook.

PanTerra: PanTerra allows ACD callers to request a callback that is initiated by the service and connects both agent and caller automatically.

AUTOMATIC CALLBACK MESSAGE

Must be able to leave an automatic call back message by the press of a button without having to wait for a voice mail announcement or attendant.

PanTerra: WorldSmart services can be automatically enabled to take voicemails as well as greetings for voicemails to be overridden by pressing #.

ANNOUNCEMENTS

System must be able to provide announcements over a LAN?

PanTerra: This can be done in a number of ways including voice, voice, email, group IM and text messaging.

CALL FORWARDING/CALL COVERAGE

- The system must include a calling coverage type feature that allows calls to be redirected to a coverage path consisting of up to six answering positions accessed in sequence if coverage criteria are met. Describe.

PanTerra: Calls coming into any of the following destinations: a user, group, ACD or auto attendant can be rerouted to a number of alternative options based on several conditions. Options can be based on time, rings, busy, no answer or forward always. Destinations can be extensions, direct dial numbers, groups, ACD, AA and additional services that accept direct dial calls.

- Call Coverage feature must be assignable by time of day and day of week. Describe.

PanTerra: We have time of day and hour schedules for auto attendants, ACD, groups and users that also supports holiday hours. Calls coming into any of the following destinations: a

user, group, ACD or auto attendant can be rerouted based on time of day, day of week and holidays all with individual settings and routes.

- Redirection criteria must include the following:
 - Active/Busy
 - No Answer
 - All Calls
 - Time of Day
 - Day of Week

and must be programmable by the System Administrator. The no answer period before redirecting the call from the called party to the first coverage point must be able to be different from the no answer period between coverage points. How many rings can both of the no answer periods be?

PanTerra: Currently, PanTerra routes calls based on time and not active or no answer. Calls can be forward all the time, based on a schedule of days and time and also holiday special rules. This includes calls to extension, auto attendants, ring groups, and ACD groups. Rings and attempts can be different for each possible scenario including seconds = rings and numbers attempted in a routing plan.

- Redirection criteria must be assignable separately for internal and external calls.
- The system must support overriding criteria which are checked before the redirection criteria, and the call redirected accordingly. The following capabilities must exist:
 - An internal caller must be able to send the call directly to coverage without ringing the called party's phone.

PanTerra: PanTerra supports based on schedule, all calls, and administered by user or admin based on the service.

- The called party must be able to temporarily direct incoming calls to coverage regardless of the assigned redirection criteria.

PanTerra: PanTerra supports based on schedule, all calls, and administered by user or admin based on the service. This can be triggered by disaster recovery settings, on the fly changes to all service and extensions with unique rules for each.

- The called party must be able to forward his/her calls to another extension and have calls complete to this extension before redirecting to coverage.

PanTerra: PanTerra supports based on schedule, all calls, and administered by user or admin based on the service. This can be triggered by disaster recovery settings, on the fly changes to all service and extensions with unique rules for each.

- Explain how each of these overriding features works.

PanTerra: Features and Explanation above for each item.

- The system must provide the following options to the covering user:
 - For display-equipped sets, the incoming call must be identified to the covering user as a call coverage call, and the principal must be identified on the display.

PanTerra: Any variation of caller ID, called ID, Name can be displayed on inbound calls. Eg: calls can display caller's caller ID and party called Name. Can display caller name and called group name, etc.

- The covering user must be able to call the covered principal for a consultation, then conference or transfer the calling party.

PanTerra: All standard calling, conferencing, joining, merging and dropping callers or self from calls are supported.

- The covering user must be able to leave a message for the principal to call an internal caller back simply by pressing a designated button.

PanTerra: All voicemails can be overridden by pressing # or set to automatically play tone to take a message. This is a setting preference for both admin and user to change.

- Explain how each of these covering user options work.
- The Call Coverage feature must allow any of the coverage answering positions in the coverage path to be on a different system. Describe.

PanTerra: Our service is service and location agnostic allowing calls to be moved to locations supported by PanTerra, another voice system that accepts PSTN calls or both. Settings for company calls such as auto attendant, ACD or groups can be done by administrator via web portal or calling PanTerra and users setting can be done by users and administrators via web portal or calling PanTerra.

- Is the Call Coverage feature to an off-network coverage answering position monitored? Describe.

PanTerra: All calls are logged, can be recorded and archived. In ACD environments, calls can be monitored, barged or agents can be whispered to.

- Call Forwarding: What Call Forwarding options does your system support?

PanTerra: Calls can be forwarded based on time of day, day of week or holiday schedule to any PSTN or WorldSmart service.

CALLER ID

- What information will be displayed at the set?

PanTerra: Caller Name, Call ID, Group Name, User Name or ACD Name at the preference of the administrator or user.

- What information will be displayed at the set if the user is on a call and a second line rings?

PanTerra: Caller Name, Call ID, Group Name, User Name or ACD Name at the preference of the administrator or user.

- What information will the PBX send (e.g., company name, or name of station user)?

PanTerra: Call Name, Call ID, Group Name, User Name or ACD Name at the preference of the administrator or user.

- Can individual users block this feature on a per call basis? How?

PanTerra: Yes, *codes can be used to block outbound caller display.

CALL PICKUP

What Call Pick Up options does your system support?

PanTerra: Park, Auto Answer, Overhead Paging.

CONFERENCING

- How many parties can be conferenced together?

PanTerra: 3-way calling on all extensions and all users have access to personalized audio conference bridge with support of up to 20 people.

- Must be able to toggle or switch between multiple conference parties and maintain ability to drop, transfer, access or leave a conference call.

PanTerra: All adding, dropping and joining conference features are supported.

- Must be able to scroll through the display to see who is on the conference call and selectively drop desired parties.

PanTerra: At this time PanTerra's Conference Bridge does not include a web interface or phone interface for audio conference participants.

- Must be able to establish meet conference arrangements whereby conferees can dial a pre-determined number, input an access code and join the conference call.

PanTerra: PanTerra includes a personalized meet me conference for every user on the service with their own customer extension and password. This can be changed via web portal by the administrator and user.

- Must be able to provide users on an as needed basis the ability to conference on other parties without placing original call on temporary or hard hold.

PanTerra: During the adding of parties into a conference there will be a brief hold period (with music) while the additional party is being dialed. The conference can be supervised or automatic based on originators preference.

- No Hold Conference

PanTerra: Audio bridge attendee has the ability to dial into a conference without moderator or hold to wait for moderator.

- Must have ability to conference another party on an existing call without going on hold or temporarily disconnecting from the existing call or conference call.

PanTerra: During the adding of parties into a conference there will be a brief hold period (with music) while the additional party is being dialed. The conference can be supervised or automatic based on originators preference.

HUNTING

Briefly describe the system's hunting features and capabilities.

PanTerra: WorldSmart has the ability to hunt for groups of people from ACD groups, ring groups or extension dials. Hunting can occur from a variety of call distribution methods

INTEGRATED DIRECTORY

A Directory function that allows internal system users with display equipped sets to access the system database, use the touch-tone pad to key in a name, and retrieve an extension number. Describe how this feature works.

PanTerra: PanTerra uses a web based interface call Unified Command Center to provide real-time information, communication and contact information. With UCC users can roll over any colleges contacts and quickly call, send an instant message, share their desk, send an email etc with the click of the mouse. UCC displays presence of other users on the service including if they are on the phone, contact details and access to quickly initialize any of the numerous features including deskshare, instant message, group message, sending an sms to a cell phone, launching a web conference.

INTERCOM

- Does your system support automatic intercom whereby a dedicated intercom group can be established specifically for a group that often calls each other.

PanTerra: PanTerra service includes support for overhead paging, instant messaging in conjunction with UCC and instant message to text and email conversion. Handset and group handset paging is currently on our roadmap.

- Can intercom calls within a specific group be automatically answered?
- Does your system support a separate dial intercom whereby a dedicated intercom group can dial a one or two digit code to reach frequently called members within that group.

LAST NUMBER DIALED

The proposed system must be able to easily re-dial the number used for the last call initiated, whether it was dialed from the dial pad or using an abbreviated dial button. How many dialed digits does your solution support?

PanTerra: PanTerra service and phones support redial, speed dial and click to call from Outlook and included UCC is simple and productive.

MUSIC ON HOLD

Does the proposed system support Music on Hold?

PanTerra: Yes music on hold is supported and customizable by customers. Also independent music sources can be used for each ACD group.

NIGHT SERVICE

Briefly describe the system's Night Service Arrangements.

PanTerra: Night Service can be set up to take a message, route calls to external, internal or cell phones. The service flexibility is endless with numerous options.

PAGING

- The system must provide paging access for at least five zones.

PanTerra: Yes

- Does your system offer paging through the set?

PanTerra: This is a future planned feature.

RINGING PATTERN

Does your system offer different Ringing Patterns for different calling situations?

PanTerra: This is a future planned feature.

STATION LOCK

Can a user lock a station to prevent unauthorized use when they are not present?

PanTerra: Users can lock a phone with a calling plan that limits its dialing to internal, local, long distance or international dialing.

TELECOMMUTING

- Does your solution offer a remote worker arrangement?

PanTerra: All WorldSmart users can have up to 3 IP phones and an additional softphone with their extensions sharing one voicemail and call schedule. This is unique to PanTerra. Additionally, IP phones can be picked up and simply moved to another location internal to home to LAN or WAN. Intelligent call routing can send a call to any of the IP devices a user is using, a PSTN phone, cell phone any DID.

- Does the server maintain control of the call until it is answered or receives a busy and is returned to the server for possible further routing?

PanTerra: The service is always monitoring calls allowing additional features such as mobile call and recording to be initiated for all calls whether taken on IP phone or mobile or home PSTN. Additionally if a call is routed to a cell phone WorldSmart can pull it back to inject another phone, voicemail or another user on the service to be included in call route.

- Can the user change primary and secondary coverage paths locally? Describe.

PanTerra: All PanTerra services are manageable through a web browser interface as well as 24x7 phone, IM, email support to make any user, admin or call center changes.

- Telecommute: Can the user change primary and secondary coverage paths remotely? Describe.

PanTerra: All PanTerra services are manageable through a web browser interface as well as 24x7 phone, IM, email support to make any user, admin or call center changes. All services and call routing plans have a time of day, day of week settings.

SYSTEM FEATURES – NETWORKING

Explain how the proposed systems' Voice over IP application will interface with existing PSTN Local and Long Distance networks.

PanTerra: The PanTerra solution connects PSTN calls from with the WorldSmart network so no gateways, on premise hardware is required. All call routes and connection to the UC, Canada and on network calls are included.

PRIVATE NETWORKS

It must be possible to connect multiple remote sites in a private network. Describe the support the system provides for QSIG. Describe how remote site functions and feature transparency are supported.

PanTerra: WorldSmart does not have a reference of locations unless e911 is concerned. With this users regardless of location can be grouped other as call groups, ACD, instant messaging or billing entities.

CALL ROUTING

The system must provide software to route long distance calls over the appropriate, usually least costly, trunk group via public or private networks. Describe how this is accomplished.

The system must be able to screen up to 28 digits in order to determine how the call is routed.

- The system should route a call to a Routing Pattern consisting of trunk groups accessed in a predetermined order. How many Routing Patterns are supported by the system, and what is the maximum number of trunk groups that can be accessed from a routing pattern?
- The system must support Time-of-Day (TOD) routing, which allows the routing patterns accessed to be changed based on the time of day. How many TOD tables are supported?
- The system must be able to automatically change the routing plan based on the time of day. How many times can this occur per day?
- The system administrator must have the capability to establish an override schedule to take advantage of special situations such as low holiday toll rates. Describe.
- Certain routes for call completion must be permitted only when the station user enters a valid Authorization Code. Describe.

- How many Classes of Service (COS) and Classes of Restriction (COR) are supported by the system?

PanTerra: All the requirements above are addressed with the service.

SYSTEM FEATURES – MANAGEMENT

Describe, in detail, the system management features provided by the proposed system.

- Can your System Management solution support multiple switches?

PanTerra: Unlimited Users, Locations and Services are supported.

- Can the proposed System Management solution be used to manage all proposed applications.; switch, remote switches, Call Center; Voice Messaging platform?

PanTerra: Unlimited Users, Locations and Services are supported.

- What is the maximum number of administration terminals supported?

PanTerra: Unlimited Users, Administrators, and Services are supported.

- How many simultaneous system management connection does your proposed solution support?

PanTerra: Unlimited Users, Administrators, and Services are supported.

- Can the connections support the support multiple switches?
- Provide in details the necessary hardware/software requirements for supporting the proposed System Management solution. Include local and remote requirements.

PanTerra: Web Browser with any operating system

- Indicate if the systems management solution can be accessed via remote modem dial-up, LAN/WAN, and/or Internet Web browser.

PanTerra: Yes, with a web Browser with any operating system

- What is the maximum number of station users supported by the solution?

PanTerra: The service is infinitely scalable and elastic to add users, services to users and scale back without penalty.

- What is the maximum number of administration/maintenance terminals supported (total and active)?

PanTerra: The service is infinitely scalable with administrative logins and users.

- Does the actual administration of the system use a simple, English language-based, full screen interface?

PanTerra: All services are web based GUI with English. Very intuitive

- Can a new station user plug their telephone into an unused jack and dial an access code to identify themselves to the server as one of these stations without hardware, thereby completing the database entry and establishing their own service?

PanTerra: Upon plugging in the IP phone, users identity is known and calls both in and out are instant without identifying or activation.

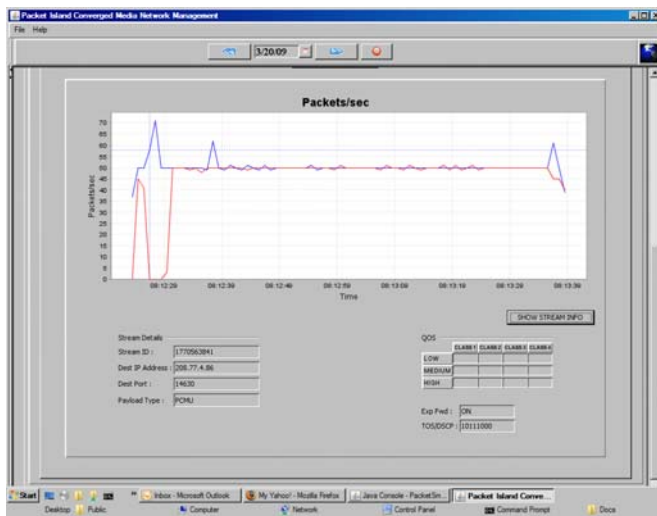
HOW CAN I VERIFY IF QOS FOR VOICE IS WORKING CORRECTLY ON MY NETWORK?

REPORTS

- Can the system provide traffic and status reports, or is an external system required to compile and print such reports?
- What Standard Reports are available with the system?
- Can reports be generated on demand and on a customer-defined schedule?
- Do you offer any WEB based System Management Tools?

PanTerra: PanTerra understands that it must deliver Quality of Service (QoS) that is equal and better than traditional, legacy line-based PSTN voice services. The Yankee Group recently reported that VoIP delivers MOS scoring of 4.0 or better and for the first time, and rated new VoIP voice quality consistently higher than traditional Phone service. PanTerra is proud to have contributed to this milestone.

WorldSmart is a VoIP based product and is made available to end-users over the Internet. In order to provide the highest quality of service level, customers are requested to test their network bandwidth using tools provided by PanTerra or one of our VARs before using the product. Based on the test results, further steps/suggestions are executed. Often times, this will result in additional consulting, hardware, software, bandwidth and long term support revenue for the PanTerra partner.



In addition to the pre-and post LAN assessments, PanTerra provides to our customers access to QoS measurement tools to easily and cost effectively assess, verify, and monitor customer networks on a continuous basis. This solution can easily be deployed to serve thousands of customers. Such a capability enables PanTerra to characterize and work around the quality problems in current SMB networks and ISP WANs, without having to hire an army of traffic-sniffer-toting field experts.

PanTerra also provides award-winning products from Edgewater. These include the award-winning EdgeView VoIP Support System and EdgeView Reports Server, both of which are in the final stages of interoperability testing. The VoIP Support System offers proven operational savings and allows services provider and enterprise customers to easily scale their VoIP service through the central management of Edgewater Networks' EdgeMarc, EdgeConnect, and EdgeProtect Series products.


These solutions deliver a host of benefits and solutions:


- ▶ Automated plug & dial setup of IP phones
- ▶ Advanced knowledgebase
- ▶ Configuration/setup of CPE including IP phones
- ▶ MOS (mean opinion score) statistics capture - continuous and historical
- ▶ Proactive notification of poor call quality using SNMP traps or email
- ▶ Call signaling capture and analysis for advanced troubleshooting (call-ladders)
- ▶ Secure transfer of User Agent authentication credentials
- ▶ Storage of configuration files
- ▶ Works with existing NMS infrastructure
- ▶ Image management and group upgrades for multiple nodes
- ▶ High availability with optional dual redundant, hot swappable AC or DC power supplies
- ▶ GUI-based interface
- ▶ Tiered administration privileges and multiple user accounts.


Web Based Tool to Test the Speed of the Network


PanTerra uses a 3rd party LAN assessment tool to verify QOS, including jitter, packet loss while calculating the current upload and download speeds across either the LAN or from a specific PC. This tool, and others we are exploring, is available to our partners.

The current tool we employ provides comprehensive written and graphical results. One such example of a report is displayed below. Using the link below, you can review our current testing tool. <http://www.WorldSmartcentral.com/test/> A typical result:


VoIP


Speed


Summary


Advanced

Connection Summary

- Your **download speed** of 385 kbps is high enough to support a high quality voice-over-IP conversation.
- Your **upload speed** of 335 kbps is high enough to support a high quality voice-over-IP conversation.
- Your **Quality of Service** was measured at 31%, which shows that your connection is unable to produce a constant stream of data. This is key to providing a high quality voice-over-IP connection, so sound is likely to be broken.
- We were unable to measure your connection's **jitter**, which would describe how well it delivers packets on time.
- We were unable to measure your connection's **packet loss**, which would indicate what percentage of packets are being dropped along the route to their destination.

Your connection's **MOS score** cannot be calculated, as it requires values for packet loss, jitter, upload speed and download speed.

[Click here for detailed information](#)

- CALL ROUTING SECURITY

- To prevent unauthorized use of facilities after hours, the system must support Alternate Facilities Restriction Levels (AFRLs). Facilities Restriction Levels (FRLs) are used to determine a user's calling privileges when initiating public or private network calls. The AFRL feature, when activated, must automatically change the FRL to the appropriate AFRL. Describe how the system implements AFRLs.
 - How is the AFRL feature activated/deactivated?
 - Can the system restrict call transfers to an outgoing trunk?
 - As an option, the system must provide Authorization Codes. These codes, when dialed, will provide a user with additional call routing capabilities than would otherwise be available. Authorization Codes must be validated by the server and must be included in the CDR generated for the call. Describe.

PanTerra: Users have calling privileges assigned to their extension. No authorization codes are required but an active calling plan and user set is required.

STATION EQUIPMENT AND FEATURES

IP HARDPHONES & SOFTPHONES

- Describe the IP Hard phone options.

PanTerra: WorldSmart has a variety of standard ip phones supported including Cisco, Polycom, Snom, etc.

- Describe the options for powering IP Telephone Sets.

PanTerra: Power over Ethernet and AC power direct to the phone.

- Regarding IP telephones, can the device be used as an Ethernet hub/switch? If yes, how many ports are supported?

PanTerra: Most standard IP phones certified with PanTerra support one or more switched ports.

- Can the same extension number appear multiple times on an IP Telephone Set?
- Is the two-way speakerphone full or half duplex?
- Can the same extension number appear on more than one IP Telephone Set?
- Describe the relationship between MAC addresses and IP Telephone Sets and extension numbers.
- Does the system support auto-registration of IP Telephone Sets?
- Describe the options for connecting the IP Telephone Sets to the LAN. Can IP Telephone Sets share existing Ethernet ports with data devices or do they require separate Ethernet ports?
- Do the IP Telephone Sets contain a hub or a switch? List the speeds at which it will operate.
- Please describe your IP Softphone option.

PanTerra: A softphone is included with WorldSmart.

- Does IP Softphone Remote Worker Support for E911 Emergency Services?
- What are the minimum requirements for supporting the IP Softphone?

PanTerra: All of the above feature and configuration specifics are supported across multiple certified IP phones.

ANALOG STATIONS

All analog sets provided by the vendor must be 2500-type compatible, and must include a flash button and a message-waiting lamp. Describe the analog sets being proposed.

PanTerra: All IP Phones support MWI and flash commands and features.

DIGITAL STATIONS

Will your system support Traditional PBX Digital sets? Please describe the sets you support.

All digital sets must provide one-button-access to the most commonly used features such as Hold, Transfer, Conference, and Disconnect.

PanTerra: All IP Phones support MWI and flash commands and one touch features for transfer, conference hold, redial and speed dial features.

ATTENDANT CONSOLE AND FEATURES

- The system shall provide an attendant console for servicing incoming calls to the system. The console should provide a jack to accommodate either a handset or headset. The console should feature a simple, uncluttered layout of call appearance keys, numeric keypad, attendant function keys, an easy-to-read display, system time indication, and major and minor alarm indication. Describe the attendant console available with the system.
- The console should include the ability to determine the status of an extension number (busy/not busy) and to call an extension without having to key in the number.
- The console display should provide information on the calling party (name, extension, and Class of Service/Class of Restriction); called party (name and extension); and call purpose (direct call, forwarded call, returned call, and so forth). Describe the information available on the console display.
- Calls must be distributed to active attendant consoles on a most-idle-attendant basis. When all consoles are busy, calls must be queued to an attendant queue and served on a First-In-First-Out (FIFO) basis. The console should provide an indication of the state of the attendant queue. Describe.
- The attendant should have the ability to restrict calls to or from individual extensions or groups of extensions. In addition, it must be possible to activate or deactivate call forwarding all calls for individual extensions. Describe.
- The attendant must be able to establish a five-party conference, and hold the conference on the console. The conference must be able to include both internal and external parties. Describe, including the numbers and types of parties that can be included.
- Visually Handicapped Attendants Console – Suppliers should state what equipment and facilities are available.
- The attendant must be able to use an automated directory of server extension numbers from the console. Describe.
- Does the proposed solution support a PC base Console solution?

PanTerra: WorldSmart includes an operator console application that supports all the above features with the subtraction of the physical phone. The operator console is a softphone.

- What other options and applications can be offered in conjunction with the PC based console solution?

PanTerra: Instant messaging, desk sharing, file transferring, web conferencing, IM conferencing, digital fax, email, calendar.

VOICE UC INTEGRATION

Vendors must specify how their solutions support the following integrations:

- Business applications
- Desktop clients
- Conferencing systems, whether enterprise- or service-provider-based
- IM and presence
- Short Message Service (SMS)
- Calendaring
- Mobile uses

PanTerra: All above included in WorldSmart including integration with Outlook and simple supplied UCC interface. Additionally, a comprehensive API enables integration into in-house systems and Salesforce.com.

In addition, voice solutions should be able to integrate with existing voice communication resources such as:

- PBX and IP PBX systems
- Voice mail systems
- E-mail systems
- Applications that use analog interfaces and devices
- Private or public voice networks
- Telephony dial plans

PanTerra: All above included in WorldSmart including integration with above premise solutions and can be used as disaster recovery.

SYSTEM AND USER FEATURES FOR VOICE

Vendors should provide a narrative response and should indicate which features are standard and which are extra-cost options. Providing a system manual is not an acceptable response to this section. Vendors must also cite any system feature limitations relating to software or interaction with other features. List the features that are included in the proposed voice solution, as well as features provided with the base system.

Vendors must answer these questions:

- How will the proposed system interface with established local and long-distance public networks?

PanTerra: With our carrier partners.

- What is the system's capability to support trunk aggregation?

PanTerra: NA

- How does the system support the Session Initiation Protocol (SIP) at the system level and at a handset level?

PanTerra: We use standard g.729, g.711 protocols across a customer network and convert to PSTN in our network.

- What standards and techniques for quality of service (QoS) are supported to ensure acceptable voice quality over the data network?

PanTerra: MPLS can be used and is optional. QoS route in customer routers are preferred and used in 95% of WorldSmart deployments. We also suggest customers use segregated networks for voice and data.

- How does the system support time -of-day (TOD) routing, which allows the routing patterns accessed to be changed based on the TOD? How many TOD tables does it support? How many times per day can this occur?

PanTerra: Unlimited auto attendants, time of day schedules and routing during day, week, hour.

- What classes of service and classes of restriction does the system support?

PanTerra: Local, long distance and international dialing. Additionally, there are 4 levels of seat types that increase unified communications features and control starting with basic voice, IM and presence.

- What is the proposed solution's ability to interoperate with existing voice communication resources, such as PBX systems, voice mail systems, conferencing systems, private or public voice networks directly or through software or hardware gateways?

PanTerra: We can operate with dialing plans with any onsite or remote location providing seamless dialing plans, forwarding to existing PBX extension. The options are endless.

TELEPHONES, SOFTPHONES AND FEATURES

Explain the various telephone handsets, softphones and associated station features that are being proposed.

- The variety of telephone set sizes and configurations, especially the number of actual buttons available, the mix of line and feature buttons for each instrument style. Can the current handsets can be reused, and, if so, what restrictions this may place on functionality.
- The type of alphanumeric displays that are available with the proposed telephone sets, and display resolution.
- The proposed configuration of IP handsets or multi button telephone sets to replace established 10- and 20-button positions, and whether soft or hard labeling of user templates is required.
- Softphone voice quality, ease of deployment and simplicity of user interface.
- Power requirements of IP phones and support for Power Over Ethernet (PoE).

PanTerra: WorldSmart support a number of open standard IP phones giving customers numerous options to retain existing hardware, mix and match vendors or use phones of preference.

MOBILE COMMUNICATIONS

Describe how the proposed solution provides mobile users with tools that enable them to access UC functions and relevant information from enterprise business applications for specific processes and jobs.

PanTerra: PanTerra seamlessly moves instant messages between mobile text and email. WorldSmart also integrates PSTN phones and IP phones into user calling plans.

NETWORK ASSESSMENT AND QOS REQUIREMENTS

Voice over IP (VoIP) traffic is sensitive to a number of data transmission parameters. Specify the unique transmission parameters that the proposed system requires, including:

- Latency requirements
- Jitter requirements
- Packet-loss requirements
- Specific QoS or class-of-service parameters will be required in the enterprise communications network to achieve the specified transmission characteristics.

This process is critical to assessing whether the City's networks are suitable to carry VoIP traffic with acceptable quality. It also serves to identify the specific data networking equipment (including PoE) and upgrade expenses associated with the proposed UC solution, and clarifies who will be accountable for the activity, the proposal's required scope, and who will bear the costs.

PanTerra: PanTerra suggest a separated network be deployed to ensure the highest QoS controls. Additionally, PanTerra has several network and customer monitoring tools to watch over both PanTerra operations and customers LAN conditions.

VOICE MAIL WITH UNIFIED MESSAGING REQUIREMENTS

A multi-media messaging solution is required that meets today's needs and yet allows for future growth. Provide an overview of the system's universal messaging capabilities. Voice, fax and visual desktop access to messaging functionality and e-mail access must be included as standard features. What growth strategy is available?

Basic requirements are:

- Out-of-office reply options
- Auto attendant
- Multilingual capabilities
- Message waiting indication
- Web-based messaging features
- Integration capabilities with enterprise-based e-mail applications, such as Microsoft Office Outlook
- Mobility options for devices and message send/listen
- Message broadcast capabilities
- Message classification options that protect confidentiality and limit distribution
- Scalability of proposed solution
- Business continuity options
- Personal user interface tools and capabilities
- Message storage and archiving capabilities
- Infrastructure design and upgrade requirements
- Features that support compliance
- System maintenance and support features

PanTerra: All the above voicemail and unified messaging features are supported by WorldSmart.

AUTOMATED ATTENDANT

The voice messaging system is required to have Automated Attendant as part of its integrated platform. This feature must provide single digit menu choices to callers for automatic transfer, as well as provide the opportunity to reach assistance.

- Multiple menu layers must be accessed by single digit selections. How many menu layers are supported?
-

PanTerra: 188 per auto attendant and unlimited number of auto attendants.

- The Automated Attendant must transfer callers who do not select a choice within a given timeframe to an answering position.

- Automated Attendants menus can differ based on time of day and holiday schedules.
- Users can access their mailboxes from an offsite location after reaching the Automated Attendant menu.

PanTerra: All Automated Attendant features above are supported.

CALLER OPTIONS

- Each mailbox must be able to have a unique destination if the caller presses “0” to reach an attendant before or after leaving a message.
- Call coverage must be able to be customized for each user. For example, some users may need to have their calls routed to live assistance first, others may need external calls to be routed differently than internal calls, and some may need after-hours call routing.
- Callers must be able to transfer out of voice mail by specifying a user's name or extension either before or after leaving a message.
- The system must provide a names directory for callers to access.
- Callers must be given context-sensitive help prompts automatically and upon caller request.
- Callers must be able to skip the greeting and immediately record a message.
- The system must provide a warning when message recording is approaching the maximum length. What is the maximum message recording time?
- Callers must be able to re-record a message.
- Callers must be able to mark a message private.
- Callers must be able to mark a message priority.
- Callers must be able to attach a fax if fax messaging is configured.
- If the called party's mailbox is full, the system must inform callers of other available options.

PanTerra: All Caller Option features above are supported.

MULTILINGUAL PROMPTS

Multiple foreign language prompts are available for which the system can offer users and callers a choice of languages.

- What foreign language prompts are available?

PanTerra: WorldSmart is localized in English only.

BROADCAST MESSAGES

The System Administrator and designated users must be able to broadcast system-wide messages without the use of a mailing list.

PanTerra: Broadcast messages are available for voice, voicemail and instant messages.

LOGIN ANNOUNCEMENT

An announcement can be created that will automatically play to users when they log on to their mailboxes.

PanTerra: All voicemail boxed play an announcement with menu prompts when logging in.

BULLETIN BOARD MAILBOXES

Mailboxes can be designed to dispense information to callers.

PanTerra: Voicemail to email, readable voicemail to email, voicemail playback distribution messages are included with WorldSmart.

USER MAILBOX PARAMETERS

- State the maximum messaging size of a user's mailbox.

PanTerra: The default is 30 messages per user, 5 minutes per message and can be increased per user and account.

- The proposed system must alert users when their mailbox space gets low.
- State the maximum message length.
- Messages must be automatically deleted after a prescribed number of days. Different schedules must be available for new, old and unopened messages. In addition, the System Administrator must be able to initiate message deletion at any time. Describe in detail.
- Users with desktop messaging privileges must be able to save a message indefinitely. Describe in detail.
- Users can share a single telephone extension yet have a private mailbox. Callers can choose to be routed to a specific user when calling this extension.

PanTerra: All above user mailbox features are supported in addition to archiving and off net storage.

GREETINGS

Users must be able to record multiple personal greetings. The system must recognize and play different personal greetings (if recorded) for internal vs. external, busy vs. no answer, and out of business hours calls.

Users can choose to use a generic system greeting rather than a personalized greeting.

PanTerra offers busy, ring no answer and generic system greeting options in voicemail.

CREATING MESSAGES

The system must provide the following capabilities to users during message creation.

- Re-record message from the beginning.
- Re-record from any place within the message.
- Pause during message creation.
- Go forward and backward within the message in incremental steps.
- Review before sending.
- Users can press a single button or enter an access code to leave a prerecorded "return call" message in another user's mailbox.

PanTerra: All creating messages features above are supported except prerecorded "return call". PanTerra voicemail does include the ability for the users when listening to voicemails to enter 8 and be rerouted back the caller based on collected caller ID

ADDRESSING MESSAGES

The system must provide the following capabilities to users during addressing messages for delivery. In addition, the user must be able to cancel an incorrect address without affecting the message.

- Address by extension
- Address by name
- Address to a list
- Address to a mixture of the above
- When addressing by extension number, the system voices back the name for confirmation.
- Describe the dial-by-name feature.
- Users can set up aliases for a short-cut way to address by name.
- Users can address a message or dial an extension simply by speaking a person's name.
- The user can verify receipt of a message at any time.

PanTerra: PanTerra service includes both voicemail to email as transcribed and attached as a wav file. Additionally PanTerra includes an email and groupware service that can be integrated with outlook, used as a web interface for emails, and replace the needs to have Microsoft Exchange.

MAILING LISTS

- Mailing lists can be created and maintained by users that include both local and remote addresses. How many lists can each user have? How many entries in a list?
- Mailing lists can be owned by one person but used by others without allowing access to the list owner's mailbox.
- The System Administrator can create system lists that can be accessed by any user. How many lists can the system support? How many entries in a list?
- A recipient can be removed prior to sending the message, even if the recipient was part of a pre-defined mailing list.

PanTerra: All mailing lists requirements above are included with PanTerra services

MESSAGE DELIVERY MARKINGS

After addressing, the system must provide the following options.

- The user can mark the message as private (cannot be forwarded).
- The user can mark the message as priority, causing it to be queued before non-urgent messages in the recipient's mailbox.
- The user can schedule the message for delivery up to one year in the future. A future delivery message can be changed or canceled any time before delivery.
- The user can file a copy of the message within his/her mailbox.
- The user can mark the same message with more than one of the above options for the same recipient.

PanTerra: All message delivery marking requirements above are included with PanTerra services

MESSAGE NOTIFICATION

- How does the system notify users of new messages?
- The system must make outcalls to offsite users at user-set telephone and pager numbers, based upon a user-set schedule and parameters such as notification of priority messages only. Describe.
- The system provides instructions in the outcall message for the benefit of a non-user who answers the telephone. Outcall notification can be cancelled.
- The System Administrator can limit the ability of users to request outcall message notification.

PanTerra: New messages are notified via phone MWI, audible tone at the handset, UCC browser voicemail indicator, voicemail notification to email, voicemail attached as an email, voicemail to text and sent as email.

MESSAGE RETRIEVAL

- The system must give the number of new messages at login time, including specifying the number of priority and broadcast messages.
- New messages are stored in a different category than saved messages and the categories can be presented in any order.
- Messages can be played back first-in, first-out (FIFO) and last-in, first-out (LIFO).
- The user can skip to the next message, choosing to have the message automatically saved or held in its current category.
- The system can play one message after another without intervention.
- What information is included in the message header?
- Header information is automatically presented before each message and can be replayed at any time during message review.
- The user can skip the message header and immediately hear the message.
- The user can pause during message review.
- The user can move backward and forward while listening to a message.
- Speed controls (faster/slower) are available, without distortion of the message.
- Volume controls (louder/softer) are available.
- The message can be replayed.
- A message can be deleted at any time before, during or after listening to it.
- A message accidentally marked for deletion can be undeleted.
- Message review can be canceled without affecting the remaining new messages.
- The user can immediately reply by having the system call the message sender without entering any address information.
- The user can record a reply to the message sender without re-addressing the message. The user is then returned back to getting messages at the point of exit.
- The user can add a comment to the beginning or the end of a message not marked private and forward it to one or multiple recipients, including lists.
- Forwarded messages not marked private can be re-forwarded with additional comments. All forwarded comments remain with the message.

PanTerra: All above messaging retrieval features are included with WorldSmart

USER MAILBOX SECURITY

The following capabilities must be available.

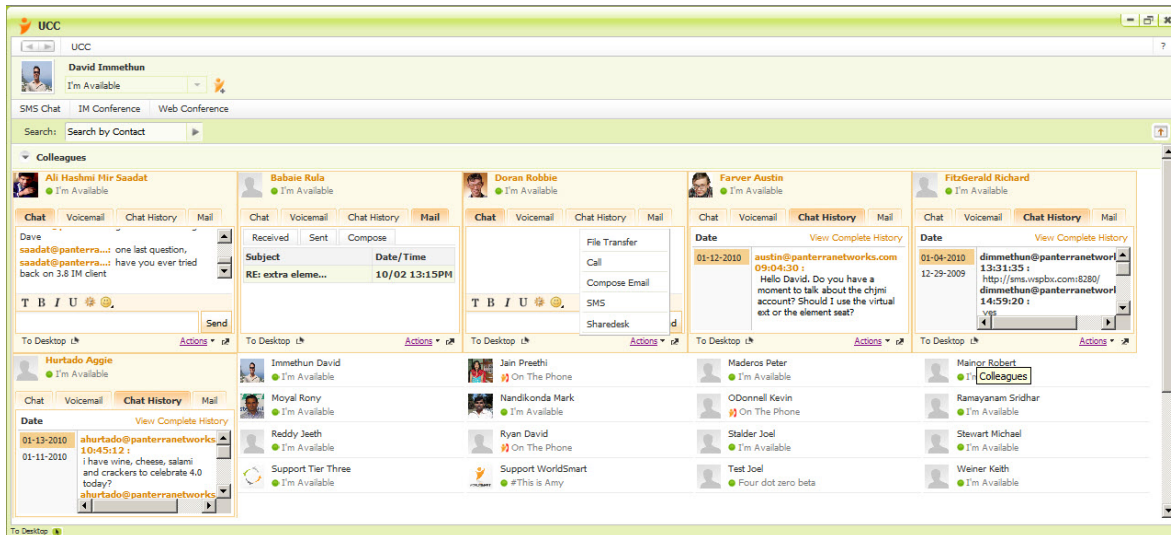
- Variable length user passwords must be supported with the ability for the System Administrator to set a minimum length. State the maximum length. What frivolous password restrictions can be imposed?
- New users are required to change the System Administrator-assigned password to a personal password upon initial login to the system.
- Users must be required to periodically change their passwords.
- The system prevents the System Administrator from obtaining personal passwords; however, if the password is forgotten, a new password can be issued.
- The system disconnects after three incorrect attempts to log in.
- The mailbox is locked after a fixed number of incorrect login attempts. These break-in attempts are recorded in a log to alert the System Administrator of potential hacker activity.

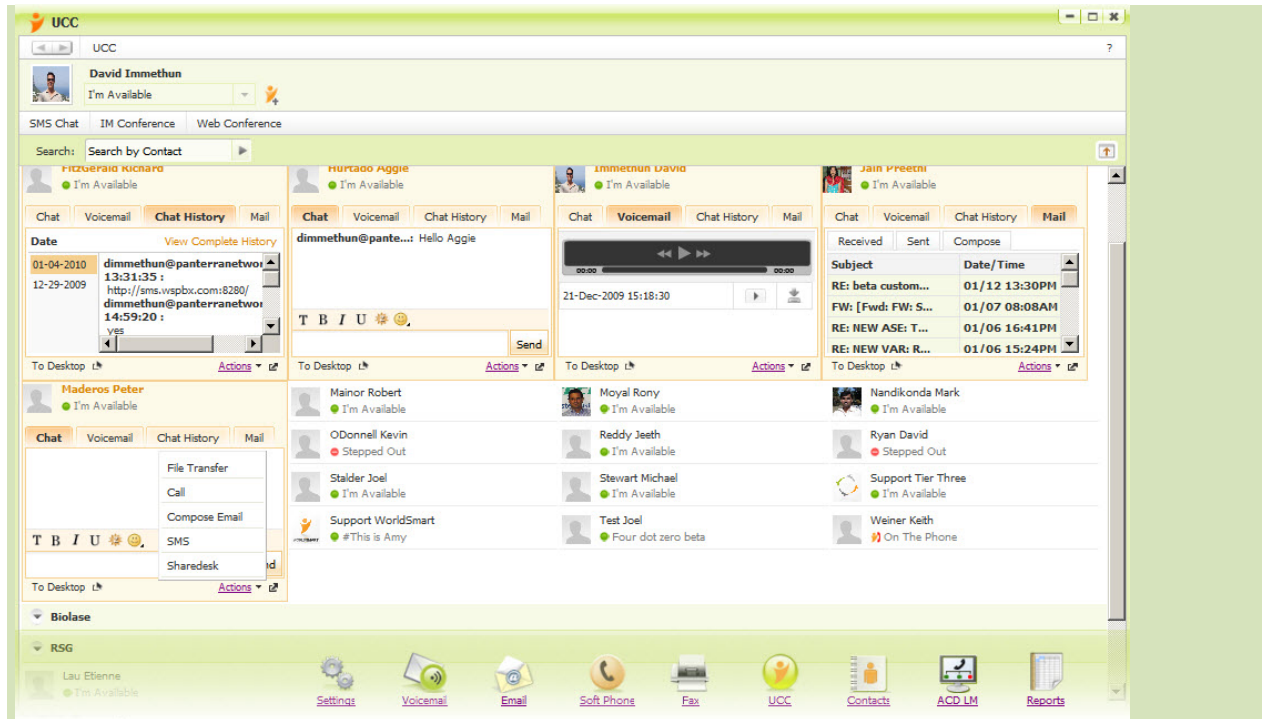
PanTerra: All above user mailbox security features are included with WorldSmart

MOBILE COMMUNICATIONS

Vendors are required to describe how their proposed solutions provide mobile users with tools that enable them to access UC functions, as well as relevant information from enterprise business applications for specific processes and jobs.

PanTerra: PanTerra functions are all controlled with a web browser interface. Additionally, click to call, and contact calling can be done from Salesforce, Outlook and provided Unified Command Center the central hub of all WorldSmart communications.





FAX AND E-MAIL MESSAGING REQUIREMENTS

FAX MESSAGING FUNCTIONALITY

- Fax messaging must be included as an integral part of the user's multi-media mailbox. Describe the fax feature in detail.
- Header information must indicate a fax message and the number of pages.
- Describe the printing options available for fax messages.

PanTerra: PanTerra offer integrated digital fax which faxes are sent from a web interface and received fax via web interface, included web mail and Outlook. Pages are marked with page of page count and fax cover includes number of pages.

EMAIL MESSAGING FUNCTIONALITY

Vendors are required to describe how their proposed solutions support the following attributes:

- Scheduling features and tools
- Calendaring capabilities
- Speech access options for users and callers
- Recommendations for backing up and restoring
- Message search features
- Out-of-office reply options
- Web-based messaging features
- Single in-box capabilities for e-mail, fax and voice mail messages
- Integration capabilities with desktop UC clients, such as Microsoft OCS and IBM Lotus Sametime

- Mobility options for devices, message send/read, search, document retrieval Message classification options that can protect confidentiality and limit distribution Scalability of proposed solution
- System and personal management tools and capabilities
- Message storage and archiving capabilities
- Infrastructure design and upgrade requirements
- Features that support compliance requirements
- System maintenance and support
- Anti-spam/antivirus features

PanTerra: All of the above email, calendar, groupware and antivirus functionality is provided by WorldSmart

MOBILE COMMUNICATIONS

Vendors should describe how the proposed solution provides mobile users with tools that enable them to access UC functions, as well as relevant information from enterprise business applications for specific processes and jobs.

PanTerra: PanTerra functions are all controlled with a web browser interface. Additionally, click to call, and contact calling can be done from Salesforce, Outlook and provided Unified Command Center the central hub of all WorldSmart communications.

VISUAL DESKTOP USER INTERFACE TO VOICE, FAX AND E-MAIL MESSAGES

Vendors should describe the desktop communicator clients, softphones and dashboards proposed that provide a single desktop interface to many or all communication functions. Include communication modes and devices, collaboration and business applications, integrated presence, use of SIP compliant trunks and devices, and Lightweight Directory Access Protocol (LDAP), as well as compliance, security, mobility and extensibility.

USER OPTIONS

- An optional visual desktop user interface must be available that can be installed on the user's PC.
- An optional visual desktop user interface must be available that uses an Internet web-browser application, thereby not requiring the interface software to be installed on the
- What desktop platforms (Windows, Macintosh and SUN UNIX) does the visual desktop user interface support?
- Describe the on-screen options available to users.
- Messages must be able to be audibly played on the PC.
- The visual desktop user interface must provide a means to save a voice and fax message on the user's PC, providing unlimited storage time.

PanTerra: PanTerra solution requires no client-installed application and operates in a standard browser, through plug-ins such as java or flash and can also be used with Outlook. Window, Mac and Linux operating systems can be used and all features requested in user options are supported by WorldSmart

MESSAGE ADDRESSING

- The user must be able to use the visual desktop interface to address messages to multiple destinations.
- The user must be able to use the visual desktop interface to create distribution mailing lists.
- The visual desktop interface must have directory capabilities. Describe.

PanTerra: All features in message addressing are included in WorldSmart. UCC provides detailed control and viewing of contacts, communication mediums and lists.

FAX CAPABILITIES

- Fax messages must be able to be viewed, manipulated and printed from the visual desktop user interface.
- Fax cover sheet options are available from the visual desktop user interface.
- The visual desktop user interface must allow users to turn any document into a fax, including those from another Windows program (for example, Microsoft Word) and send it.

PanTerra: All fax capabilities are supported by WorldSmart including viewing and sending fax from PDF

SECURITY

Describe the security measures that apply to the visual desktop user interface.

PanTerra: Permissions are granted by admin for view, play or download of voicemails and call recording. All files are securely stored and transcribed for delivery.

ARCHITECTURE AND SPECIFICATIONS

- Describe the architecture and specifications required for the visual desktop user interface.
- The visual desktop user interface application must use TCP/IP protocol to communicate between the users' PCs and the application.
- The visual desktop user interface can be installed on a network file server for shared access.
- Remote users not directly connected to the corporate LAN must still be able to access the visual desktop user interface.
- The visual desktop user interface must support multiple message servers.
- The visual desktop user interface must only require the use of server ports when the user is using the telephone or while a fax is being transmitted to a fax machine.

PanTerra: Our desktop for voicemails as well as web conference use only a standard browser and plugins such as flash or java. Any message server can send messages to our interface.

MOBILE COMMUNICATIONS

Vendors should describe how the proposed solution provides mobile users with tools that enable them to access UC functions, as well as relevant information from enterprise business applications for specific processes and jobs.

PanTerra: PanTerra functions are all controlled with a web browser interface. Additionally, click to call, and contact calling can be done from Salesforce, Outlook and provided Unified Command Center the central hub of all WorldSmart communications.

PRESENCE AND IM REQUIREMENTS

ENTERPRISE PRESENCE

Vendors should describe if their solutions support capabilities:

- For authorized users to visually observe the status of another person on the network — mandatory requirement.
- To adjust the user name or nickname displayed with the presence indication.
- For presence status to be rich in capabilities including at least these three features:
 - Number of modes of status sufficient to support optimal work habits, such as online, offline, do not disturb, on a call/conference, busy, limited availability
 - Manual adjustment of presence status
 - Automatic adjustment of presence status based on calendar information, communication mode, device type, network connectivity status, location, type of activity, identity of other parties in communication, etc.
- For presence to be viewed in lists or groups based on user, administrator or software assignments of groups.
- For presence to be determined across groups of people, based on the highest level of availability for one or more members of that group.
- For initiation of any mode of communication from the presence indication, including IM, e-mail, calling, conferencing, collaboration, etc.
- To change from one mode to another, as appropriate, during a session.
- To limit the communication modes based on the presence status of the selected user (e.g., call user is not presented, or active, if the user is in "do not disturb" mode).
- For group chat functionality — Users must have the ability to initiate a group chat at anytime and to populate the invited members from a predefined or automated group list (from e-mail) or buddy list (from IM). In addition, specify the cost standards required to securely federate IM with other specific enterprises or systems.

PanTerra: A comprehensive real-time presence solution is included with WorldSmart including call state, logged-in presence as well as offline messaging options that include IM to SMS, email and even fax and reply. All IM and presence features required above are included with WorldSmart.

PEER-TO-PEER I P COMMUNICATIONS

Vendors should describe if their solutions support the following capabilities:

- Initiate a communication by selecting a user from a variety of sources, including:
 - User's presence indication in buddy list, in e-mail address, in e-mail group list, etc.
 - An enterprise directory or a personal contact list
- Communicate to the selected party via a range of methods and media, including:
 - Instant messages (or chat)

- VoIP call between appropriately equipped endpoints
- Desktop sharing (or Web sharing) between endpoints
- Video conversation (video and voice) between appropriately equipped endpoints
- Combinations of the above communication methods and media, as appropriate
- Amount of bandwidth required to various modes of video communication

PanTerra: All above communications can be accomplished and are included with WorldSmart via the powerful UCC interface.

MOBILE COMMUNICATIONS

Describe how the proposed solution provides mobile users with tools that enable them to access UC functions, as well as relevant information from enterprise business applications for specific processes and jobs.

PanTerra: PanTerra functions are all controlled with a web browser interface. Additionally, click to call, and contact calling can be done from Salesforce, Outlook and provided Unified Command Center the central hub of all WorldSmart communications.

AUDIO, VIDEO AND WEB-BASED CONFERENCING

Specify if solutions support the capabilities to:

- Provide conferencing (i.e., simultaneous shared communication) between two to 100 parties with any combination of the following four functional types:
 - Voice communications

PanTerra: PanTerra provides a 20 person reservation-less conference bridge.

- Video communications

PanTerra: offers basic 1 to 1 video communications (beta)

- Web collaboration via presentation of documents

PanTerra: PanTerra offer a complete suite of web collaboration, desk sharing and file transfer integrated into WorldSmart.

- Web collaboration via editing of documents
- Initiate a conference via a meeting invitation or via ad hoc formation of a conference by calling a person or by adding people to an existing call.
- Invite users to a conference through an invitation that is consistent with an e-mail-based calendar, including accepting, rejecting or proposing alternate times for a meeting.
- Integrate existing conferencing products with the new conferencing function.
- Log conferencing activity for billing and usage analysis.
- Enable the use of capabilities such as IM, desktop sharing, voice and video calls to expand a session in real time (e.g., from call to conference) and/or to add or remove communication modes (e.g., desktop sharing, video).
- Enable linking to collaboration tools such as Microsoft Office SharePoint. Integration with calendar, tasks and documents to allow prompt, appropriate action on pending project steps.

PanTerra: All above web conferencing and desk sharing features are supported by WorldSmart.

MOBILE COMMUNICATIONS

Describe how the proposed solution provides mobile users with tools that enable them to access UC functions, as well as relevant information from enterprise business applications for specific processes and jobs.

PanTerra: PanTerra functions are all controlled with a web browser interface. Additionally, click to call, and contact calling can be done from Salesforce, Outlook and provided Unified Command Center the central hub of all WorldSmart communications.

ADMINISTRATION

MAILBOX ADMINISTRATION

The following capabilities must be available to the System Administrator.

- Mailboxes can be added, deleted, or changed without service interruption.
- Extension numbers can be changed without deleting messages or affecting the mailbox.
- Describe how your system defines class of service. Mailboxes must be able to be given varying classes of service.
- The system must allow customizable system prompts as an alternative to pre-recorded prompts from the manufacturer.

All above requirements are support and apply to all WorldSmart including voice, video, email, web conferencing, instant messenger, deskshare.

SYSTEM DIAGNOSTICS AND ALARMS

- Diagnostics must run 24 hours per day without system disruption.
- Describe how alarms are logged and monitored.
- The system must provide a history log that records system problems. Please describe.

PanTerra: PanTerra monitor all network operations and customer LANs. If problems are identified notifications and alarms via instant message and email are sent to operations and executives of PanTerra. Diagnostic teams are available 24x7x365 for immediate response.

ADMINISTRATION TERMINAL

- Describe the system's administrative interface.
- The system supports remote administration.

PanTerra: All WorldSmart services are monitored and managed via web browsers.

SYSTEM MANAGEMENT REPORTS

Describe the available standard reports, as well as viewing and printing options.

PBX INTEGRATION

INTEGRATION

Describe the integration between the PBX and the messaging system.

PBX/MESSAGING PORT INTEGRATION

- Ports must be universal, allowing the system to support all features without requiring dedicated ports.
- Describe how port contention problems between the messaging system and the PBX are eliminated.
- Ports must not be required for activities such as lighting message-waiting lamps.
- The system receives call disconnect information from the PBX and immediately terminates the session.
- If a port has trouble, the system takes it out of service and automatically notifies the PBX to stop sending calls to that port, without requiring manual intervention.
- The message waiting lamp will remain lit until all new messages are accessed.

PanTerra: All PBX and Messaging controls and features come from WorldSmart and integration of messages, extension and messaging is automatically integrated without manual intervention.

TECHNICAL SPECIFICATIONS CAPACITIES

- Mailboxes must be equipped with voice, fax, visual desktop and e-mail access capabilities as standard. State the maximum number for the proposed system.
- Mailboxes should be available to be purchased in small increments in order to meet current needs and yet be expandable to meet future needs.
- Ports must be universal. State the minimum and maximum number for the proposed system.
- If available, additional port capacity can be purchased as needed.
- Disks must be enabled for the full amount of message storage available on that disk. State the number of disks and storage for the proposed system.

PanTerra: All features above are supported and provided as part of WorldSmart services.

STORAGE UTILIZATION

The system must compress long pauses in recorded messages to efficiently utilize space on the hard drive. State the speech algorithm used.

PanTerra: PanTerra can deliver as wav files and also convert to text for lower capacity.

COMMUNICATIONS-ENABLED BUSINESS PROCESSES (CEBPS)

Business applications are separate from communication applications. It is possible, however, to invoke communication functions directly from a business application, which can facilitate how business processes are handled and completed.

Describe:

- What APIs, service interfaces, development tools and prepackaged functionality they offer to facilitate the integration of business applications with communications tools and applications.
- How CEBP can be initiated by a person or an application that raises alerts and notifications, sets up conference calls or leverages presence.

PanTerra: All services can be controlled via Outlook, supplied UCC interface and also Salesforce.com for call control. Additionally, WorldSmart provides a comprehensive API suite that can be used to integrate with several CRM systems.

SYSTEM REDUNDANCY, RELIABILITY AND SURVIVABILITY

Vendors should define the reliability, redundancy or duplication and survivability options they offer that support the ability to configure systems to appropriate levels of resiliency for the following options:

- Redundancy within a site
- Redundancy and hot failover at an alternate site
- Redundancy and warm (manual intervention) or cold (data restoration and system configuration) failover at an alternate site
- Automatic data and content backup and restoration at a local or remote site

Vendors should also describe:

- The connectivity, and how access to the solution is accomplished in the event of partial or full system failure of the solution
- How the redundancy, reliability and survivability are affected with system growth

PanTerra: PanTerra services are delivered from a secure data center with carrier grade redundancy and reliability. We have dedicated operations and global support teams that are available 24/7. Our security has been thoroughly tested. PanTerra continuously executes Intrusion Detection Scans (IDS) and other vulnerability scan programs to detect potential weaknesses. WorldSmart runs on the Linux operating system.

We execute ongoing port scans to determine potential port vulnerabilities. We attempt to exploit any open ports to verify whether any vulnerabilities exist that may allow a remote 'cracker' to control the machine or access sensitive data (e.g. reading confidential files), can generate a denial of service attack or do any other harm. We resolve all identified vulnerabilities immediately.

Security patches are applied to the system by Operations only after exhaustive testing by our QA engineers.

The secure hosted service is more secure than a premise-based solution where both physical and electronic access can be compromised.

Voice Security:

WorldSmart's Instant Messenger (IM) is a completely secured solution with the following features implemented to provide future proof data security and integrity:

- Strong, standards-based cryptographic authentication
- Standards-based signaling and media encryption
- Stateful and stateless signaling and media validation
- Multi-layer intrusion and attack prevention
- Denial-of-service (DoS) and distributed-DOS protection
- Application-specific virus scanning and content filtering

Policy-based monitoring:

- Voice packets are sent IP over the Internet
- WorldSmart uses a standard 128 bit SRTP data encryption.

We continue to work closely with the governing security standard bodies and with our certified equipment vendors (e.g. Polycom, LG, Snom, D-Link, Cisco and others) to ensure the highest level voice security enablement.

Browser and Third Party Security:

PanTerra takes security very seriously. All web services are protected behind one or more firewalls. Every server exposed to the Internet either directly or via a firewall runs an additional software firewall developed exclusively by the PanTerra Engineering team. Database servers reside on different VLAN's behind the firewall.

Our firewall solution also simplifies and secures access to the firewalled networks. The solution is able to ensure both security and ease of use and can grant access to corporate applications using a technology that everyone understands: a Web browser. Users can have secure access from anywhere they have an Internet connection. PanTerra MAINTAINS CURRENCY ON ALL SECURITY UPDATES.

The WorldSmart system maintains a unique security ID for every customer to ensure no "leaking" of private information. Customers only see their information.

The SSL VPN can also help ensure that client user logon and access privileges are defined and controlled by corporate access policies. Our solution provides robust, secure SSL VPN remote access to WorldSmart, all defined within the PanTerra administration system.

Our implementation also offloads server-based security processes and access controls to free up valuable server cycles, while clustered scalability and availability features are able to support thousands of concurrent users and failover services. The firewall SSL-VPN service

implementation also runs virus checks prior to user logon and we are able to set defined access controls during logon, to ensure secure access compliance.

PanTerra Networks' has established a world class high-availability, high-security systems infrastructure using both autonomous and known security models.

PanTerra employs world-class, Tier1 carrier redundancy. A failure by any single carrier will revert to the other major carrier. PanTerra's implementation of redundancy is seamless with world class auto failover mechanisms.

STANDARDS

Vendors should also describe:

- Specify the various standards supported by their solutions.
- Explain whether the system provides industry-standard APIs.

SYSTEM NETWORKING

Vendors should also describe:

- How the proposed presence and IM capabilities will interface with the proposed voice solution.
- Differences in the networking integration between local and remote users.
- How the solution is centralized or decentralized.
- Any messaging feature/functionality that does not carry through the network.
- Options for networking this solution with other systems.
- The reroute/backup plan incorporated into their design in the event of a network failure.
- Any limitations on the number of networked users.
- How remote and main-site messaging users can be part of the same "logical network" as related to applications.

PanTerra: PanTerra supplies Unified Command Center for all mixed medium communications which includes actions, instant messaging, call and user presence. There is no capacity limitation on users, service or locations. Network can be set up to have location base, group base, or both.

SYSTEM SECURITY

The proposed system must provide for secure, encrypted communications between endpoints for peer-to-peer communications, and between endpoints and servers for all other communications. Both signaling channels and media streams must be secured. The response must address the methods used for securing this communications function.

Users of the system from outside the enterprise premises (i.e., outside the enterprise firewalls) must have the ability to maintain the security of the communications signaling and media streams. Securing the communications should not require additional hardware or software elements (such as virtual private networks [VPNs]) to create and maintain the secure communications channels.

Vendors should also describe:

- System security measures in place with your solutions
- System can prevent unauthorized system access or transfers from the system
- System must encode messages to ensure storage security
- Access entry security for system administrators
- Access entry security for users
- Security associated with accessing databases and other files
- System diagnostics and alarms
- Tools available for security monitoring
- Method of notification for security violations

Security factors covered must include:

- Use of a dedicated virtual LAN (VLAN) segment for voice
- No split tunneling for voice over the VPN
- Effective encryption over VPN
- Firewall protection at the application layer
- Protection from unauthorized access
- User authentication
- Protection from unauthorized use
- Protection from unauthorized invasion of privacy during calls
- Protection from voice spam
- Protection from denial-of-service attacks

PanTerra: All PanTerra communications are encrypted with industry standard encryption algorithms and support all above requirements.

SYSTEM MANAGEMENT

Vendors are required to describe the system management capabilities of the proposed solution, including:

- User interface
- System monitoring
- User and system provisioning
- Standard and custom report generation
- Remote accessibility over LAN, WAN or Web browser

PanTerra: All WorldSmart services are administered via a web interface. All user and administrative and logs reports can be downloaded into excel or text format.

VENDOR DESIGN SUMMARY

Vendors must provide one or more illustrations showing all physical distribution of the software modules on servers, routers, appliances, etc., by location and geography, as appropriate.

SOLUTION ARCHITECTURE

Vendors must provide detailed answers to these questions:

- Can your solution for presence and IM be architecturally independent from the proposed voice solution? Could it work without the support of the rest of the proposed solution?
- How does the proposed solution work and interface with IP- and time-division-multiplexing (TDM)-based systems?

PanTerra: WorldSmart is complete and integrated and as such intended for this use. Numbering plans can be made with TDM systems but presence will not be provided on TDM users.

NETWORK DIAGRAMS

Vendors should provide one or more (as needed) illustrations showing the network topology and connectivity of the solution for:

- Specific network elements included in the proposal
- Interoperation with existing or prerequisite network elements
- Interoperation with external networks (PSTN, Internet, cellular, wireless LAN [WLAN]/WAN, etc.)

PanTerra: Users only need a cat5 connection and internet service to use the service. UCC requires flash and java and the web conference requires java to be installed on the participating computer.

PHYSICAL REQUIREMENTS

Vendors should specify:

- Floor space to support the proposed solution
- Floor-loading requirements
- Raised-floor requirements
- Minimum ceiling height

PanTerra: Not Applicable

ENVIRONMENTAL REQUIREMENTS

Vendors should specify:

- System power circuit breaker panel location
- Lighting requirements
- Long- and short-term environmental ranges that the system can tolerate, including the:
 - Desirable temperature range
 - Desirable humidity range
 - Heat dissipation of the system at maximum configuration in British thermal units (BTUs) per hour

PanTerra: Not Applicable

POWER REQUIREMENTS

Vendors should specify:

- Voltage and phase parameters of the main components, such as server and gateways
- Circuit breaker panel requirements relative to the number of circuits and amperage ratings
- Recommendations for reserve power requirements in "stand-by hours" and battery capacity (ampere-hours), if an uninterruptible power supply (UPS) is proposed
- PoE requirements for handsets
- Centralized and local power and cooling requirements

IP Phones on site determine the power/power over ethernet requirements. Additional power will be required to power routers, switches and network equipment WorldSmart traffic passes across.

WARRANTY, MAINTENANCE AND TRAINING

After the warranty period, the successful vendor will be required to service, maintain and provide training support for the entire working life of the proposed system.

PanTerra: PanTerra provides support for the life of the service for all users.

WARRANTY

Vendors should specify the warranty periods for all solution hardware, as well as the software associated with running the proposed systems and applications.

PanTerra: PanTerra provides support for the life of the service for all users.

MAINTENANCE

The vendor must quote maintenance on a contractual basis — indicating the annual fixed maintenance rate after warranty expiration, including the rate for the next five years. The quotes for system maintenance options should include annual hardware and software support, software upgrades and remote monitoring.

The vendor should be able to support an emergency response time of no more than two hours, 24/7. You will be able to choose different service levels for different locations. For instance, branch locations and headquarters may need different service levels.

Vendors should:

- Define the number of factory-trained service technicians available through the local service depot, and identify the centers from which technicians will be dispatched after hours, on holidays and during weekends.
- Provide a copy of the standard maintenance contract and details of optional extras.
- Describe committed response times and mean time to repair (MTTR) by type of service disruption.
- Provide a copy of normal maintenance escalation procedures, and include communications with affected parties — with names and contact details of all parties affected.
- Provide emergency contact number if normal channels of fault-reporting communications fail. Describe how that emergency contact number will be answered and by whom:
 - Are there any times or restrictions by day, week or month on this service?

- What information will those answering a call have available?
- Will they have specific information on the system being proposed for the organization?
- Describe the procedures for software updates and upgrades; detail what, if any, costs would be associated with upgrades.
- Define major and minor alarm conditions, and how the system responds to each circumstance.
- Describe the capabilities for remotely monitoring the system.
- Describe the capabilities for automatically reporting fault conditions, both to organizational and supplier personnel.
- Describe supporting tools, such as expert systems, used to assist in problem diagnosis and service restoration.
- Indicate where the local and regional parts depots are located.
- Provide a roster of all spare parts, including pricing that will need to be maintained in on-site inventory.

PanTerra: All will be provided at the commencement of contract

TRAINING

The successful vendor will be required to provide on-site training to users and system management communities. If training costs are not included as part of the system pricing response, then the vendor must provide those costs along with a detailed training schedule. The schedule should denote class sizes, length of a typical training session and how one-on-one executive training will be organized. Pricing for alternate modes of training delivery is also required.

PanTerra: Remote training is included in the license costs of the PanTerra WorldSmart Service. PanTerra Networks provides both “User” and “Administrator” training in a variety of formats including:

1. Detailed Feature and User Videos

2. Detailed Soft-copy Service Documentation

- a. WorldSmart ACD Use and Implementation Detailed PowerPoint on ACD Usage**
- b. WorldSmart ACD Help Document Overview on ACD set up**
- c. WorldSmart Operator Console Guide Pictorial review Operator Console**
- d. WorldSmart Detailed Admin Help Step by Step admin support**
- e. WorldSmart Quick Start Admin Guide Pictorial Review of Admin Dashboard**
- f. WorldSmart Voicemail Tree Diagram of Voicemail Setup Tree**
- g. WorldSmart IP Phone Features**
- h. IP Phone Cheat Sheets**

PanTerra can offer on-site training at additional travel and expense plus hourly rates.

EMERGENCY RESPONSE

The vendor must provide a detailed in-place plan to restore service if the system is rendered totally inoperative as a result of a major malfunction or catastrophe. The vendor must specify the maximum time to provide limited service. In the event of a major system failure, a replacement system must be made available. The vendor must state where the replacement system is located and the time required to restore full service.

Further, the vendor should recommend installing telephones within the organization to be connected directly to the PSTN so that emergency communications will be possible in the event of a total system failure.

PANTERRA:

A major benefit with PanTerra WorldSmart 4.0 application and technology is that it is 'disaster proof.'

-In the case of a local internet failure or power failure, WorldSmart will detect this and all incoming calls can be re-routed to cell phones or any other external lines as you deem necessary. This is set up as part of the initial installation, but can be changed at any time. However, functionality like voicemail, call routing, etc, never actually goes down if your internet goes down since those servers are cloud based.

-Should you need to evacuate, the VOIP phones can be moved to different location(s) w/o any additional set up, so you can literally 'move your office' to your home, or anywhere else with power/internet. (If there are any individual issues during such a time, each user can contact PanTerra support directly so the system administrator isn't overwhelmed during an evacuation, etc.)

-The WorldSmart application can be accessed from any computer, so you can move to a different computer (if a user' computer dies, or laptop is lost) and still have access to email/voicemail/secure IM/web conference, and softphone capabilities.

-Should local internet go down, or a router have issues (or any other hardware/service not related to PanTerra), you can still call PanTerra customer service and we will be glad to help you resolve your issue until your communications are back to 100%.

IMPLEMENTATION

Vendors should describe how they will manage the implementation project, stating who will provide the necessary resources, and who will pay for them.

Vendors must provide an implementation plan that includes:

- Project stages and milestones
- Resources required
- Responsibilities of each of the parties
- Sources and skills required of the project manager
- Sources and skills required of other resources, and who will pay for them
- Integration with other telephony systems
- Integration with applications
- Communications processes for reporting the project's progress
- Recommendations for briefing the project manager, and possibly the organization working party or steering committee members
- Training schedule by type of audience
- Fallback plans

PanTerra: All services can be implemented in parallel of current IT infrastructure and migration, cut over and testing can be run in parallel until a time when a full cut over is deemed necessary.

SYSTEM PRICING AND LICENSING

Vendors should describe the system and user application licensing model for the proposed solution, and provide a table or document in editable electronic format with all pricing information showing line-item detail for any item that has a separate price, even if the item is sold as part of a bundle. Column headings should reflect:

- Item description
- List price
- Discount amount
- Net unit price
- Quantity
- Total net price

Vendors should provide pricing for the following components:

- Voice, messaging, IM and presence, conferencing, CEBP
- Standard features
- Optional features
- Data network upgrades, including PoE
- Field system design
- Installation and cabling
- Database development
- Software
- Documentation
- Training
- Delivery costs
- Project management costs
- Applicable taxes

PanTerra: See separate quote

INCREMENTAL COSTS

The City also requests itemized cost schedules for several scenarios:

- Adding 25 IP telephones and two IP trunks to the base configuration. This information must include which major hardware and software components would be reused, as well as those that would not be reused.
- Adding twice the number of telephones (50) and twice the number of IP trunks (four).
- Adding the requirements for a small office. Request itemized quotes for office sizes of 25, 50 and 75 people. Request quotes for sites with their own telephony servers, as well as sites supported by a server in another enterprise location.
- Adding 25 unified messaging users to the specified voice mail system. This information must include which major hardware and software components would be reused, as well as those that would not be reused.
- Adding twice the number of unified messaging users (50).
- The vendor will need to provide pre- and post-cutover unit prices and the associated labor costs on principal system components, such as line and trunk cards and station equipment. Unit prices will help you as the buyer adjust the final system cost if actual installed quantities differ from those specified in the RFP. These unit prices will also help you calculate the costs of any expansion.

All above prices remain firm for a period of ONE year after system acceptance.

PanTerra: See separate quote

FINANCE

If leasing arrangements are available, then the vendor should provide a sample lease, or lease and purchase agreement, with the terms and conditions for these deals.

Vendors will be able to request payments based on a schedule that corresponds to key project milestones. The City should clearly understand the major events to which these payments are linked and the expected percentage payments and must approve the payment schedule. If an initial proposal is unacceptable, then the schedule can be a negotiating point with vendors that make the shortlist.

Please include all applicable information on the proposed warranties, including the period(s) covered and the conditions attached.

PanTerra: See separate quote

VENDOR QUALIFICATIONS

COMPANY HISTORY

The vendor must provide:

- A brief description of its company.

PanTerra Networks is the first fully Cloud-based Unified Communications Software-as-a-Service (“SaaS”) Provider targeting Multi-Locations SMEs founded in 2001. Its WorldSmart™ services fully integrates virtual PBX with business voice, automated call distribution, digital fax, multimedia conferencing, secure instant messaging, presence, email/calendar/contacts, web collaboration, desk sharing, and remote desktop access communications services into a single user and administrative interface. WorldSmart is the first UC solution to deliver a 100% browser-based client experience, storing all communications in the cloud and allowing users to manage all their communications with only a broadband connection and browser. Our unique cloud-based SaaS approach to unified communications delivers the industry’s lowest TCO, realized through the elimination of costly on-premise equipment, a simplified communications infrastructure and reduced administration complexity. PanTerra also delivers its customers a FutureProof Communications™ guarantee that includes infinite scaling, service updates and 24x7 support for life, freeing them from costly obsolescence. As the technology provider AND Service Provider of Unified Communications SaaS, PanTerra is uniquely positioned to deliver tremendous value to its customers.

- Description of its experience in providing communications systems.

With over 300 person-years of development on our core technology, PanTerra remains the leader in cloud-based unified communications. The key to the PanTerra platform is its ability to integrate multiple SaaS applications seamlessly. Controlling our intellectual property assures us greater market agility, while eliminating expensive sublicensing costs. The technology runs on standard cluster-based hardware and is horizontally scalable to meet the needs of our customers in the future. PanTerra’s multi-service SaaS architecture, innovative

core technology and infinitely scalable standard-based datacenters deliver FutureProof communications™.

- Evidence of financial stability with an annual report, Form 10-K, or audited financial statement.
- Name of the manufacturer of the proposed system.

PanTerra's WorldSmart 4.0 services are delivered through a 100% cloud-based "on-demand" SaaS architecture over any broadband IP connection. It allows businesses to easily deploy a broad range of communications and collaboration services while reducing their initial capital investment up to 80% and aligning operating expense with business value. Multi-location businesses are ideally suited to PanTerra's solution since there is no hardware or software to deploy. Our ability to deliver all your communications services under a single 100% browser-based interface, compatible with Windows, Mac and Linux OSs, is what makes us unique. WorldSmart 4.0 is also compatible with existing communications interfaces such as Outlook and SIP-based devices.

WorldSmart Element, Communicator, Collaborator and Call Center – Four suites of bundled Unified Communications services, sold as a flat rate monthly subscription, which include digital voice, PBX, email, digital fax, secure IM, web collaboration, remote desktop sharing and ACD/Call Center services.

Other Value-Added SaaS Services – PanTerra delivers additional value-added SaaS services including intelligent call management, seamless integration with Salesforce.com and enhanced mobility services.

- Name/location of a technical support center that provides remote maintenance.
- List of other types of customer support available from the technical support center.
- Options for emergency service.
- At least three reference customers with systems similar to the one proposed. Reference information must include company name and location, contact person, telephone number, and the system name with model number.

PanTerra References:

Company: Evolve Securities

Users on System – 31 seats across 2 locations

Length of time on system: 13 months

Contact: Donnyz Hurwit (President) dhurwitz@evolvesec.com

Number: 512.917.9054 (Texas)

Company: New Mexico Workforce Management

Users on System: 34 at headquarters

Length of time on system: 13 months

Contact: David Brown (IT Manager) dbrown@epcog.org

Number: (575)760-2221 (New Mexico)

Company: Biolase Technology

Users on System: 89 at headquarters / 39 remote

Length of time on system: 31 months

Contact: Mike Moniz (IT Manager) mmoniz@biolase.com

Number: 949.226.8454 (California)

- Any lawsuit or litigation and the result of that action resulting from (a) any public project undertaken by the vendor or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the vendor or it's insurers within the last five (5) years.
- The quantity and location of qualified personnel available to support the proposed solution.
- Authorized signature page that certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Vendor also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers (Example can be located in Appendix C).
- Who will be responsible for implementing the proposed solution

RESPONSIBILITY FOR PROPOSED SYSTEM IMPLEMENTATION

The vendor must include a statement describing the terms of the agreement with the manufacturer(s) of the proposed solutions. The statement must define the distributor's authorized territory, note the current contract expiration date, and include a statement from the manufacturer agreeing to support the product, the distributor and the purchaser for a minimum of seven years.

If the bid is from more than one party, such as a combined proposal from a manufacturer and a distributor or system integrator, then the accountabilities of each party must be spelled out clearly. The prime contractor and the account management structure proposed must be acceptable to the City.

PanTerra: PanTerra will be solely responsible for the project managing of City of San Juan Capistrano customer deployment. If on-site services and interconnections are required they will be done at T & E outlined in RFP.

VENDOR SUPPORT AND STRUCTURE

The vendor should describe the structure of its organization, with organization charts showing the executive, engineering, sales and field support (installation, service and training) entities within the company. The vendor should state how many people it employs in each of the following job categories:

- Project management
- Engineering support
- Customer service
- Interface to telephone service provider
- Switch installation
- Data networking
- Station and cable installation
- Training

PanTerra: PanTerra is a privately held company and does not provide internal organizational details. PanTerra has a little under 100 employees.

The vendor should:

- Provide a copy of their latest annual report, or at least a financial status statement including annual revenue, profit, net worth and other data.
- Have a technical support center that provides remote maintenance.
- Explain what other types of customer support are available from the technical support center.
- Describe its standards and processes for providing emergency service.
- References for at least three customers with comparable systems in terms of size, geography and features. Customer references should be germane to local government organizations. References should include the City name, contact name, telephone number, email address and the system names or model numbers installed and used.

PanTerra: PanTerra is a privately held company and does not provide historical revenue. Service is supported 24x7 from any medium including voice, email and instant message for all users and administrators. References supplied upon request

APPENDIX A: PREFERRED VOICE FEATURES

- Speed dialing or abbreviated dialing
- Automatic callback
- Automatic callback message
- Call forwarding/call coverage
- Caller ID
- Call pickup
- Conferencing
- Hunting
- Integrated directory
- Intercom
- Last number dialed
- Music on hold
- Night service; auto attendant
- Paging
- Ringing pattern
- Station lock
- Telecommuting/remote user/softphone features
- Speech recognition
- Integrated voice response (IVR)
- Computer-telephony integration (CTI)
- Emergency notification (e.g., E911) capabilities

PanTerra: All Preferred Voice Features Supported

APPENDIX B: PREFERRED VOICE MAIL FEATURES

- Automated attendant capabilities
- Caller options
- Support for multilingual capabilities and multiple time zones
- Broadcast message options
- Login announcement options
- User messages storage and delete options
- User greetings options
- Message creation and addressing capabilities

- Dial-by-name feature
- Mailing list options for users and system administrators
- Choices for message delivery markings
- User message notification options
- Message retrieval options
- Fax messaging capabilities
- User mailbox security options
- System security capabilities
- Mailbox system administration capabilities
- System diagnostics and alarms capabilities
- System management reports capabilities
- Integration between the IP PBX, voice messaging system and e-mail application
- Methods of user message waiting notification
- Proposed and future mailbox capacity
- SMS integration

PanTerra: All Preferred Voice Mail Features Supported

APPENDIX C:

Vendor certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Vendor also certifies that the prices offered were independently developed without consultation with any of the other proposers or potential proposers.

Authorized Signature

Company's Legal Name

Printed Name

Address

Title

City, State & Zip Code

Telephone Number

FAX Number

Authorized Signature

E-mail Address

FEDERAL TAXPAYER ID NUMBER: _____

Sales Tax No. _____ Tax Rate _____

Proposer certifies it is a: Proprietorship ____ Partnership ____ Corporation ____

AGENDA REPORT

October 5, 2010

TO: Honorable Mayor and City Council Members

FROM: Joe Tait, City Manager

SUBJECT: Consideration of an Agreement for the Purchase and Installation of a Hosted Unified Communications System (Panterra Networks)

RECOMMENDATION

By Motion:

1. Approve and authorize the City Manager to execute an agreement with Panterra Networks for the purchase, installation, and implementation of a hosted unified communications system in an amount not to exceed \$44,946.78 for the first year; \$50,908.94 for the second year; \$55,903.64 for the third year; and
 2. Approve and authorize the City Manager to execute an agreement with Panterra Networks for the purchase of contingency additional communications hardware in an amount not to exceed \$10,073 for the initial deployment in the first year; and
 3. Approve and authorize the City Manager to execute an annual licensing agreement in the amount of \$55,903.64 after the third year and allow for annual increases based on the consumer price index or 3 percent, whichever is less, per year for subsequent years with three (3) possible extensions equal in duration to the initial period.
-
-

SITUATION:

Additional changes were requested to the Panterra Networks End User Service Agreement (EUSA) and Software License Agreement (SLA) at the September 21, 2010 Council Meeting. An updated version of Exhibit C, Contract Addendum, with all the changes is attached to this agenda report.

Respectfully submitted,

Joe Tait,
City Manager

Attachment(s):
1. Exhibit C

Prepared by,


Pooja Gupta
Technology Services Manager



City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
Attn: Pooja Gupta

September 23, 2010

RE: Second Amendment Letter to City of San Juan Capistrano Services Contract

Dear Ms Gupta,

This letter is an amendment to the terms of the Services Contract dated September 21, 2010.

Section 3.1 of the Services Agreement titled "Compensation Amount". The last sentence of this section is hereby amended to say:

Total compensation for the services hereunder shall allow for annual increases based on either the consumer price index or a maximum of 3% per year, whichever is the lower figure, for subsequent years.

Section 8 of the Services Agreement titled "Time of Essence". The following language is added to this section:

Service Provider will use commercially reasonable efforts to install the services ordered within thirty days after the first payment is received by Service Provider provided: 1) the City makes the installation locations available to Service Provider, 2) the City provides all information requested by the Service Provider in a timely manner and 3) there are no network bandwidth issues. Service Provider has not inspected or visited the location(s) to be installed, and therefore is relying on the City's promise that the locations will be ready to accept installation upon quote acceptance.

Section 15 of the Services Agreement titled "Termination". The following language is added to this section:

A Material Breach of the agreement will be if the Service Provider voice services are unavailable due to a Service Outage as described in Section 1f of Exhibit F the SLA upon either 1) a single voice Service Outage of more than twenty four consecutive hours or 2) three separate voice Service Outages, with each separate voice Service Outage lasting more than four consecutive hours, occurring within a calendar year.

Section 5 of Exhibit B to the Service Agreement titled "Software Enhancements". The following language is added to this section:

The Service Provider will allow the City access to the web based API's in the services free of charge. The City may choose to develop integrations to those web based API's.

Sincerely,

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke extending to the right.

Kevin O'Donnell
Chief Financial Officer
PanTerra Networks, Inc.



City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
Attn: Pooja Gupta

September 21, 2010

RE: Negative comments on website Hosted PBX Providers.com

Dear Ms Gupta,

We would like to inform you that the negative comments on the website www.hostedpbxproviders.com were added by an ex-employee of PanTerra. A clear indication of this is that some of the negative comments are copied and reposted several times.

PanTerra has filed a cease and desist lawsuit against this employee, who has breached their termination agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Donnell", written over a horizontal line.

Kevin O'Donnell
Chief Financial Officer
PanTerra Networks, Inc.



City of San Juan Capistrano
32400 Paseo Adelanto
San Juan Capistrano, CA 92675
Attn: Pooja Gupta

September 21, 2010

RE: Amendment Letter to City of San Juan Capistrano Services Contract

Dear Ms Gupta,

This letter is an amendment to the terms of the Services Contract dated September 21, 2010.

Exhibit A, Section 6B

For Level 1,2 and 3 Errors, Service Provider with a telephone number for emergency support to be used by City at any time on a 7 days a week, 24 hours a day, 365 days a year basis to report Level 1,2, and 3 Errors, which City may use during those times.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin O'Donnell". The signature is stylized with large loops and a long horizontal stroke at the end.

Kevin O'Donnell
Chief Financial Officer
PanTerra Networks, Inc.