8x8

Order #CO500105842
38 Months Term

**Thanks we appreciate You! Enjoy Two Months Free of Services on us.
That's $ 24,536.00 in Savings!**

TODAYS QUOTE TOTAL FOR 1 LOCATION(S)

Recurring	Non-Recurring	Recurring Taxes & Fees	One Time Tax	Shipping	Due Today
$12,268.00	$ 15,660.00	$0.00	$0.00	$0.00	$15,660.00

Quote Expires
3/31/2020

Summary by Product

Recurring	Quantity	Base Price	Total
Usage Bundle Prepaid	1	$3,510.00	$3,510.00
Base Number	1	$0.00	$0.00
Voice Recording Retention - Days	75	$10.00	$750.00
X Series - X2	30	$15.00	$450.00
Additional Local Number	11	$1.00	$11.00
Toll Free numbers	47	$1.00	$47.00
X Series - X8	75	$100.00	$7,500.00
Non- Recurring			
Training Unit	30	$80.00	$2,400.00
8x8 Implementation Custom	1	$13,260.00	$13,260.00
Subtotal			**$27,928.00**

Enco Utility Services
8141 E Kaiser Blvd #212, Anaheim, CA 92808
Anaheim, ca 92808

Jordan Foster
+1 714-283-6080
foster@encous.com

Your 8x8 Representative

SheaPlasman
shea.plasman@8x8.com

Today's Total
$15,660.00

Monthly Total
$12,268.00

8x8

Order #CO500105842
38 Months Term

8141 E Kaiser Blvd, Ste 212, Anaheim, CA, USA, 92808				
Description	**Quantity**	**Unit Price**	**Recurring**	**Due Today**
Training Unit	30	$ 80.00	$ 0.00	$ 2,400.00
1 Contact Center Adoption Kit 12 units				
1 Contact Center Administration and Configuration 8 units				
2 Contact Center Agent or Supervisor Remote Training 5 units X 2				
Usage Bundle Prepaid	1	$ 3,510.00	$ 3,510.00	$ 0.00
300,000 min bundle @ .0117/ Min				
No ETF's on the bundle if cancelled after 5/1/2021. 30 day notice required to 8x8				
Base Number	1	$ 0.00	$ 0.00	$ 0.00
Voice Recording Retention - 40 Days	75	$ 10.00	$ 750.00	$ 0.00
8x8 Implementation Custom	1	$ 13,260.00	$ 0.00	$ 13,260.00
Amortized over 3 months				
X Series - X2	30	$ 15.00	$ 450.00	$ 0.00
Additional Local Number	11	$ 1.00	$ 11.00	$ 0.00
Toll Free numbers	47	$ 1.00	$ 47.00	$ 0.00
X Series - X8	75	$ 100.00	$ 7,500.00	$ 0.00
		Subtotal	**$ 12,268.00**	**$ 15,660.00**
		Shipping -- Delivery Estimate		**$ 0.00**
		Regulatory Fees		
		Taxes and Surcharges		
		Total Fees, Taxes and Surcharges	**$ 0.00**	**$ 0.00**
		Location Total	**$ 12,268.00**	**$ 15,660.00**

8x8

REGULATORY FEES

We charge these fees on all voice and fax services in the U.S. and Canada. These are not government-mandated charges. **E911 Service Fee.** Defrays our costs for E911 service and access to related emergency service systems. **Regulatory Recovery Fee (RRF)**. Defrays our compliance costs related to industry-specific regulations, including mandatory fund contributions, reporting requirements and processing law enforcement and other official requests.

TAXES AND SURCHARGE

Some quotes include estimates of taxes and (where applicable) USF surcharges. Tax estimates are determined based on the service or shipping address shown. **Universal Service Fund (USF)**. This is a cost-recovery charge for our contributions to universal service funds that promote access to telecom services in rural areas. It is customary industry practice to pass these costs through to customers. **E911 Surcharge/Tax**. Some states and provinces assess E911 and/or 911 taxes on telecom services, to support local emergency services programs. This is separate from the E911 Service Fee.

SHIPPING

Shipping dates are estimates only. Actual shipping dates may vary depending on when the order is placed.

BILLING

Unless otherwise agreed in writing by 8x8, initial billing occurs when you place your order. Subsequent monthly billing occurs on the second day of each month. Automatic credit card payments are also processed on the second day of each month.

TERMS & CONDITIONS

This Order is subject to the 8x8 Virtual Office and Virtual Contact Center Service Terms set forth at http://www.8x8.com/order-terms/vo-vcc-service-terms , except that if this Order is entered into pursuant to a Service Agreement, this Order is subject to the Service Agreement (such 8x8 Virtual Office and Virtual Contact Center Service Terms and or Service Agreement, as applicable, the "**Terms**").

No Service Fees for First Two Months . Customer shall begin to be billed Service Fees and Regulatory Fees for the Ordered SaaS Services ordered under this Order as of the sixty-first (61st) day of the Initial Term (as those terms are defined in the Terms).

This Order and any other Orders that include services that bundle elements of 8x8 ContactNow services with 8x8 Virtual Office and/or 8x8 Virtual Contact Center services or elements thereof (such as in X8 or X8e in 8x8 Editions, or X5 or X8 in 8x8 X Series) are additionally subject to the Supplemental Bundled 8x8 ContactNow Service Terms set forth athttps://www.8x8.com/order-terms/supp-CN-terms.

By signing below, the customer listed herein, through its authorized representative named below:
(a) acknowledges and indicates that it has reviewed the notice related to 911 and emergency services at https://www.8x8.com/terms-and-conditions/911-notice and
(b) has entered into this Order and agreed to the Terms, as of the date signed below.

Customer Name: Enco Utility Services

8x8

Order #CO500105842

38 Months Term

DocuSigned by:

Signature: *Jordan Foster*

44512B275BEE43D...

Name: Jordan Foster

Title: IT Director

Date: March 5, 2020

8x8
Global Cloud
Communications

8x8 Professional Services

Statement of Work (SOW) for Implementation of CCaaS Solutions for Enco Utility Services

O-172041-20200303 v.2

Contents

8x8 Professional Services | Statement of Work

8x8

1. Implementation Services Overview

8x8 shall provide services to assist **Enco Utility Services** ("Customer") with the implementation of Unified Communication as a Service (UCaaS) and/or Contact Center as a Service (CCaaS) solutions. This SOW is subject to terms and conditions of the Service Agreement jointly executed between Customer and 8x8, Inc and to which this SOW is an attachment, addendum, or exhibit.

The services in the scope of this SOW are based on a collaborative, highly adaptive delivery model that incorporates a blend of agile and waterfall methodologies and envisions a joint effort between Customer and the 8x8 Professional Services team to implement the 8x8 solution in Customer's environment. An overview of 8x8's project implementation and rollout methodology are detailed in **Appendix A**.

8x8 Professional Services Team will collaborate with the Customer's project team to provide implementation services designed to meet Customer's needs as set out herein. The parties recognize that Customer's priorities and requirements may change during engagement, and that Customer may request modifications to the services contemplated by this SOW. If such changes impact the estimated cost and/or duration of the Project, they will be reviewed between the Customer Project Owner and 8x8 Project Manager and, if approved, will be reflected in a mutually executed Change Order.

2. Project Scope Parameters

Services in scope of this SOW and the design of the solution will be governed by scope limits and project parameters identified in the table below:

UCaaS Scope Parameters	Limit Description/ Quantity
Total Number of Users (Domestic & International)	Up to 70
Total Number of Sites (refer to **Appendix B** for details)	Up to1
Number of DID's to be Ported	Up to 140 - Verizon
Number of Losing Carriers (from whom numbers to be ported to 8x8).	Up to 3
Number of Auto Attendants	Up to 1
Solution Scope Parameters	**Limit Description/ Quantity**
Single Sign-On (SSO) configuration	If Yes, SAML based integration only.

Out of the Box Integrations	Included – will provide documentation and answer questions.
CCaaS Scope Parameters in consideration for design and configuration of solution.	**Limit Description/ Quantity**
Number of CC Agents	5
Number of Contact Center (CC) Tenants	1
Number of Scripts (Voice, Email, Chat, Social – any combination)	5
Number of Queues (Inbound Phone, Outbound Phone, Email, Chat, Voicemail – any combination)	5
Number of Codes (Status, Transaction, Outbound – any combination)	3
Number of Audio File Uploads	5
Number of Schedules	5
Number of Admin Roles supported	1
Number of Agent Groups	5
Number of Channels (Enable and Point to Script)	4
Number of Wallboards	3
Number of Groups supported during go-live. Assumption: All contact center agents regardless of where they are based are going live at the same time with the solution. Additional go-live support for additional rollouts require additional effort and may incur additional fees.	1
Speech Analytics	No
Quality Management (QM) to be designed configured/ implemented	No
Number of Roles to be setup in QM	Out of scope
Number of Groups to be setup in QM	Out of scope
Number of Evaluation templates to be configured	Out of scope
Onsite Activities Parameters	
Onsite Go-Live Included	No
Site Survey included	No
Onsite Project Kick-Off Included	No
Device Installation & Activation Scope parameters	**Limit Description/ Quantity**

Number of 8x8 phones/ ATA's to be installed and activated (by 8x8 on-site during business hours of 8 AM to 5 PM local time)	Out of scope
Number of supported Customer provided endpoint (CPE) to be registered and activated (by 8x8 remotely)	Out of scope
After hours (after 5 PM local time) and Weekend installation of Phones at Customer Site	Out of scope
Number of non-supported CPE to be activated (by 8x8 remotely)	Out of scope

Version Control: US/ CAN - 1.5 / 2019-03-14

8x8 Professional Services | Statement of Work

8x8

3. Services and Financials

The below table identifies the Managed Implementation Services and the Optional Services that are included in this SOW. All services will be delivered by 8x8 project resources remotely from 8x8 office locations, except for On-site Services as identified in "Onsite Activities Parameters" in Section 2 of this document. For a detailed description of the Services, please refer to **Appendix A**.

As consideration for 8x8's performance of Professional Services for Implementation, the Customer shall pay 8x8 the fixed fees identified below. All payments for the Implementation Services performed are non-refundable.

Managed Implementation Services	Included (Yes/ No)	Fees
Project Management	Yes	
Network Assessment	Yes	
Solution Design	Yes	
System Configuration	Yes	
User Configuration	Yes	$13,260.00
Testing	Yes	
Go-Live Support and Troubleshooting (Remote)	Yes	
Porting / Number Transfer	Yes	
TOTAL IMPLEMENTATION SERVICES FEES		**$13,260.00**

Travel Expenses: Fees quoted above does not include travel costs for any planned or unplanned onsite activities. If travel is necessary, all reasonable and customary travel expenses will be billed to Customer. 8x8 shall adhere to any commercially reasonable travel expense guidelines provided by Customer, provided they do not conflict with 8x8's own policy. All other services identified in the SOW will be delivered remotely by 8x8 from its offices

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Version Control: US/ CAN - 1.5 / 2019-03-14

Implementation Fees shall be billed in accordance with the table below.

PS SKU	Amount	Amount will be invoiced when services are delivered and no later than
Implementation Services Fees	33.3% or $4,420	Upon execution of SOW
Implementation Services Fee	33.3% or $4,420	30 days after execution of SOW
Implementation Services Fee	33.3% or $4,420	60 days after execution of SOW

Invoiced amounts are due and payable as per the terms of the governing Service Agreement. If the Project is delayed solely as the result of 8x8's actions or inactions (and not due to Customer's fault), the invoicing schedule for the Implementation Fees shall be adjusted commensurate with the delays incurred.

4.   Assumptions

- Customization of the available Out of the box Integrations is not included unless explicitly called out in Appendix D of this SOW.
- Fees quoted assumes customer is discharging their assigned responsibilities in a timely manner to keep the project moving. Delays to schedule resulting from customer not fulfilling their responsibilities in a timely manner may result in result in additional 8x8 effort and fees and customer agrees to execute a Change Request in such instances.
- 8x8's assistance on Speech Analytics (X8 licenses if purchased by client) does not include Personalization service and is limited to answering questions.

5.   General Customer's Responsibilities

In addition to identified Service-specific responsibilities, Customer agrees to the following general responsibilities to enable and support 8x8 to successfully deliver on the scope of the project.

Version Control: US/ CAN - 1.5 / 2019-03-14

8x8

Responsibility Areas	Description
Network Readiness	• For each in-scope Customer Site, the Customer's network needs to pass the 8x8 Network Utility, a software tool available at https://support.8x8.com/us/Support_and_Services/Support/Download_the_8x8_Network_Utility ("NetUtil"). • In the event Customer's Network does not pass or meet 8x8's requirements for Voice solutions to be implemented, Customer agrees to sign-off on the Network Assessment Waiver Form (**Appendix C**) prior to Go-Live. • When and where requested for by 8x8, provide information regarding network topology and layout in the form of diagram or available documentation. • Address corrective actions identified by 8x8.
Project Management	• Assign a Project Manager for the duration of the Project to manage Customer's execution of tasks assigned to it in the Project Schedule developed by 8x8 with input from Customer. • Complete its responsibilities by the dates specified in the Project Schedule agreed between Customer and 8x8. • Coordinate tasks associated with Customer's third-party vendor or system necessary for 8x8 to perform Implementation Services.
Project Delivery	• Provide resources of adequate skills and knowledge to manage all Customer's tasks identified and assigned in the Project Schedule. • Provide access to Customer Subject Matter Experts (SME) in the areas of integrations with Customer CRM systems as and where required and applicable. • Provide access to Customer staff authorized to identify solution requirements and make design decisions including signoff on Solution design. • Participate in key project meetings setup by 8x8 Project Manager. • Review and provide prompt feedback (typically within three (3) business days) of project materials and deliverables. • Collect data, populate 8x8-provided data load templates, and verify data. • Provide adequate working space and facilities for 8x8 or its partner resources while at customer facility to deliver optional 8x8 on-site services. • Participate in system test activities and solution acceptance testing and sign-off.
System Administrator Readiness	• Assign one or more resource as administrator(s) of the 8x8 system. • Evaluate and purchase appropriate or any desired Admin Training offerings from 8x8 Academy. • Ensure that System Admin is ready to administer and maintain 8x8 system prior to Go-Live. • Shadow 8x8 resource during configuration of the solution and participate in system configuration activities and re-enforce the knowledge and skills required for full system configuration & maintenance.
Audio Recordings	• Provide audio recording files required for 8x8 system configuration in the requested format. • Upload and configure Audio Recording files in the 8x8 system (unless 8x8 is engaged to complete this activity under the scope of the optional *System Configuration Assistance service*).

Call Forwarding	• Plan the phone number porting and cut-over with guidance from 8x8.
	• If call forwarding is part of the plan, engage call forwarding on either:
	    o Carrier level, by working with the current Carrier (recommended option)
	    o PBX level (this option could result in degraded call quality for inbound calls)

8x8 Professional Services | Statement of Work

8x8

	o Extensions / phone level (this option could result in degraded call quality for inbound calls)
System Readiness	• Perform technical and functional validation of Solution with guidance from 8x8. • Regression and end-user testing plans and execution of those plans.
End User Readiness	• Evaluate and purchase appropriate or any desired End User offerings from 8x8 Academy. • Ensure that End Users are ready to use 8x8 system prior to Go-Live. • Ensure that End Users' use cases are accounted for and incorporated in the 8x8 solution.
Porting/ Number Transfer	• Provide list of numbers to be ported (NTBPs). • Provide required information, including Customer Service Records (CSRs) and Letters of Agreements (LOAs), Copy of Bill (COB) in a timely manner. • Manage (engage/ disengage) call forwarding (if call forwarding is used within the port strategy).

6. Business Hours

Business Hours: The Implementation Services will be performed, and 8x8 personnel shall be available to be contacted, from 8.00 AM to 5.00 PM local time zone, Monday through Friday, excluding designated holidays. Time worked outside of these designated hours at Customer's request will result in additional fees.

7. Change Management

The change management process ("Change Management Process") described below shall govern changes to the scope of the Implementation Services during the term of this SOW.

1. A change request may be submitted via Project Collaboration portal and/or email ("Change Request"). All Change Requests ("CR") must be documented in writing and in any applicable meeting minutes.
2. Change Request is discussed at the first opportunity, typically at the next weekly project meeting, unless it requires more prompt action. The goal is to approve/disapprove it at the same meeting if feasible.
3. 8x8 will review Customer's submitted Change Request and evaluate its impact to scope, effort, and schedule, and will provide Customer with a Change Request document that details the changes to scope, schedule and budget for Customer's review and execution
4. Customer has up to five (5) days to review and approve or reject the Change Request [and any related Service Order (where the Change Requests contemplates new or additional 8x8 subscription services and/or equipment)]. Once approved by Customer, 8x8 will initiate the work detailed in the Change Request.

Version Control: US/ CAN - 1.5 / 2019-03-14

8. Engagement & Project Duration

8x8 will engage with Customer within ten (10) business days of the effective date of the Order containing the Professional Services fees specified by this SOW (or such later date as all customary financial checks have been approved/confirmed). 8x8 and the Customer will meet via conference call to establish the Project time line, prerequisites for at least the initial Phases and each party's responsibilities.

The project schedule will be jointly developed between 8x8 Project Manager and Customer Project Manager during kick-off. The work will be performed in project increments broken into iterations.

The estimated duration for the completion of the Project and each Phase assumes that Customer performs tasks assigned to it in a timely manner and as mutually agreed to, and that 8x8 is not required to expend additional effort to overcome unforeseen obstacles attributable to circumstances, actions or inactions caused by Customer or any third party not engaged by 8x8 or under its control.

9. Project Communications

8x8 will render the project and manage all project correspondences in English. 8x8 will manage the implementation project using a Project Collaboration Portal. Project collaboration between 8x8 and Customer team members will be via the portal, and the Customer will be granted access to the Portal until all work defined in this SOW is complete and the project is considered complete.

8x8 will also use Microsoft Office (Word, Excel, and PowerPoint) to create deliverables and Project artifacts, which will be stored and accessed from the portal.

10. 8x8 Implementation Team

The following roles and responsibilities to be filled by 8x8 have been identified as part of this engagement. There may be multiple individuals per role or individuals may play multiple roles on the project.   Each role below includes a description of the role.

8x8 Role	Location	Description

Version Control: US/ CAN - 1.5 / 2019-03-14

Project Manager	Remote	Specialist with experience in planning, overseeing, and managing the implementation of 8x8 solutions.
Solution Consultant	Remote	Specialists in design and implementation of one or more of the specific 8x8 products in scope for this project. Their role is to provide guidance to the project team in regard to the overall Solution Design.
Consultant(s)	Remote	Specialists in the implementation / configuration of specific 8x8 products in scope for this project. Their role is to consult, configure, test, and document the in-scope 8x8 solution.
LNP Coordinator	Remote	Specialist in porting of customer DID's / numbers to 8x8. Their role is to work with the customer, obtain required documentation for porting of customer's DID's from its current carrier to 8x8's carrier, and coordinate porting with the losing carrier.

Resource allocation and assignment remains at the sole discretion of 8x8 in support of performance of the implementation services. Subject to the terms and conditions of the Service Agreement, 8x8 reserves the right to use third-party resources as needed, and such resources will work under the direction of 8x8 Project Managers. 8x8 Project Manager will communicate to the Customer the names of the third-party resources as and when they are engaged and assigned to the above identified project roles.

Version Control: US/ CAN - 1.5 / 2019-03-14

This Statement of Work (SOW) has been executed by 8x8 on 05-MAR-2020 and will be void unless executed by Customer within 30 days after such date.

IN WITNESS WHEREOF, this SOW has been executed on behalf of each party by its duly authorized representative.

Enco	8x8, Inc.

Jordan Foster

Full Name

IT Director

Title

DocuSigned by:

Jordan Foster

44512B275BEE43D...

Signature

March 5, 2020

Date

Kim Estrada

Full Name

VP,Professional Services

Title

DocuSigned by:

kim Estrada

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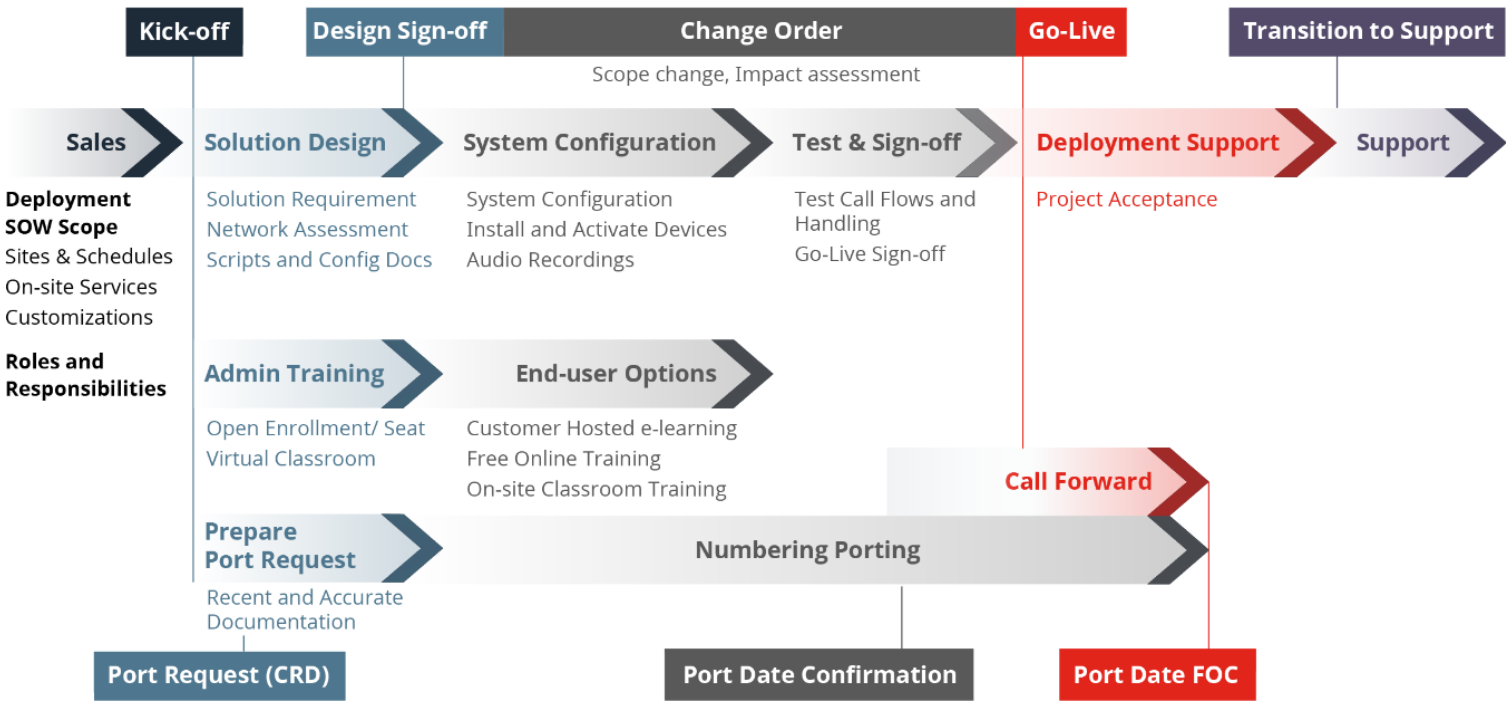*Signature*

March 5, 2020

Date

Version Control: US/ CAN - 1.1 / 2018-06-07

Appendix A – Service Description, Roles & Responsibilities

8x8 Implementation Methodology

The following diagram provides an overview of 8x8's standard implementation process.

Services Description

Service Name	Service Description
Project Management	8x8 manages the project and solution delivery using 8x8's proven methodology: • 8x8 Project Manager (PM) works with Customer to plan, manage, and communicate regularly on the Project. • 8x8 PM is Customer's main point of contact for the Project, and responsible for all corresponding interaction between 8x8 and Customer project teams. **8x8 responsibilities:** • Conduct Project Kick-off meeting • Establish and maintain Project Schedule.

Version Control: US/ CAN - 1.5 / 2019-03-14

	• Set up Collaboration Portal for project communications and collaboration. • Identify and manage Project Issues and Risks as well as track Action items to completion. • Set-up and chair Project Meetings (weekly) and provide Status Reports (weekly). • Overall management of scope, schedule and budget. **8x8 deliverables:** • Collaboration Portal. • Project Schedule.
Network Assessment	8x8 guides the Customer through the steps required to ensure Customer's network readiness for the 8x8 solution. Note that this Service includes evaluation of 8x8 VoIP services on Customer's LAN / ISP environment, while a separate Endpoint to Cloud Analysis includes evaluation of entire telephony call flow. **8x8 responsibilities:** • Provide 8x8 Technical Requirements. • Provide Network Utility ("NetUtil"), along with instructions. • Analyze test results and identify corrective actions for the Customer. **8x8 deliverables:** • Technical Requirements and Network Utility ("NetUtil"), along with instructions to run tool. • Feedback on Network Assessment results. • Actionable recommendations to prevent network-related VoIP issues. • Provide best practices on configuration of firewall for VoIP policy. • Quality of Service assessment.

Solution Design	Based on Customer's current business processes and design requirements, 8x8 identifies an optimal solution, including required configuration of all required 8x8 solution components. The design is worked out in consultation with the customer in an iterative manner and in a prototyping like approach to configure and test key use cases. Up to three (3) iterations and prototypes are supported and included in this service.
	
	8x8 responsibilities:
	• Review "as-is" relevant business processes
	• Collect and document solution requirements, including:
	    ○ Key features
	    ○ Key use cases
	• Design based on best practices and document the solution, including:
	    ○ System configuration
	    ○ Call flow, IVRs, queues
	• Discuss relevant business measure criteria / reporting and analytics requirements
	• Review solution requirements and design with Customer stakeholders and incorporate results and feedback.
	
	8x8 deliverables:
	• Solution Requirements and Design Document ("SRDD") and/or Site Configuration Document (SCD).

Version Control: US/ CAN - 1.5 / 2019-03-14

System Configuration	8x8 performs limited system configuration for re-enforcing information from the Admin Training and providing additional hands-on guidance on system configuration to the Customer's Administrator. **8x8 responsibilities:** • Configure System Objects in the solution per the defined scope parameters. **8x8 deliverable:** • Basic configured solution executed. **Assumption:** • Customer assigned resource shadows 8x8 resource to learn and complete the configuration of the solution based on design for go-live.
User Configuration	Based on Customer-provided information, 8x8 completes the configuration for all Users and their properties in the system. Also configured will be Agents (CC) properties where applicable and in scope. **8x8 responsibilities:** • Provide User Configuration template and guidance on completion of document. • Configure provided User information (including Extensions and Phone numbers) in the 8x8 system per final User Configuration document (one-time effort per finalized document). **8x8 deliverables:** • Customer data (users and their properties) configured in the 8x8 system per final User Configuration document.
Testing	8x8 and Customer perform limited (basic) system testing for validating correct configuration and providing additional hands-on guidance on system testing to the Customer's Administrator. **8x8 responsibilities:** • Test up to ten (10) incoming channels inclusive of phone, email, chat to ensure that they are correctly hitting 8x8 system. • Test up to five (5) key use cases documented in the Design document. • Test up to three (3) scripts inclusive of phone, email, chat. **8x8 deliverables:** • Test Plan identifying the tests that will be performed. • Test Plan updated with test results.
Porting/ Number Transfer	Based on customer-provided documentation, 8x8 manages the transfer of phone number ownership from incumbent carriers to 8x8. **8x8 responsibilities:** • Provide porting instructions. • Perform number portability check. • Guide the customer through porting strategy options.

Version Control: US/ CAN - 1.5 / 2019-03-14

	• Submit Port Request to losing carrier. • Pursue Port Request status / confirmation (FOC) from losing carrier. • Phone numbers ported per confirmed Port Request. **8x8 deliverables:** • List of items required from customer's current carrier. • Customer provided numbers ported to 8x8 carrier. • Conference Call scheduled on day of porting, or alternative, as agreed to by customer and 8x8.
Remote Go-Live Support and Troubleshooting	8x8 will seek root-cause and identify corrective actions for reported issues during implementation and up to five (5) business days post Go-Live, after which the Project will be transitioned to 8x8's Support organization. **8x8 responsibilities:** • Provide access to and explain how to report Issues. • Provide best-effort support for customer's reported technical issues during business hours (8am to 5pm) in Customer local time zone. • Fault isolation and LAN troubleshooting assistance. • Network diagnostics and analysis. • Provide 24/7 support for critical issues via 8x8 Support. • Track reported issues to completion. **8x8 deliverables** • Issue Log.

Version Control: US/ CAN - 1.5 / 2019-03-14

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Appendix B – Sites List

List of Customer Sites

Site Name	Site Address	Country
Site 1	Los Angeles, CA	US
Site 2	Los Angeles, CA	US
Site 3	Los Angeles, CA	US
Site 4	Los Angeles, CA	US
Site 5	Los Angeles, CA	US

Version Control: US/ CAN - 1.5 / 2019-03-14

Appendix C – Network Assessment Waiver Template

SAMPLE – Not to be Signed – Network Assessment Waiver Form

Capitalized terms used herein not otherwise defined shall have the meaning as set forth in the Service Agreement executed by 8x8 and the Customer.

Customer hereby declines to have the 8x8 network assessment tests ("Network Assessment") completed prior to the implementation of the Services.

CUSTOMER IS AWARE THAT BY DECLINING THE NETWORK ASSESSMENT AND WITHOUT TAKING THE ACTIONS DETERMINED NECESSARY BY THE NETWORK ASSESSMENT NEITHER CUSTOMER NOR 8X8 CAN BE ASSURED THAT THE SERVICES WILL PERFORM SATISFACTORILY OR IN ACCORDANCE WITH THE DOCUMENTATION.

In the event that the Services are adversely affected by issues related to Customer's network infrastructure, configuration, design or equipment and Customer requests, 8x8 may perform Professional Services to attempt to remedy the problems subject to Section 4.4 of the Terms and Conditions and at 8x8's then current rates.

IN NO EVENT WILL ANY DELAYS CAUSED BY CUSTOMER NOT PERFORMING THE NETWORK ASSESSMENT OR NOT TAKING THE ACTIONS DETERMINED NECESSARY BY THE NETWORK ASSESSMENT ALLEVIATE THE CUSTOMER OF THE OBLIGATION TO PAY SERVICE FEES PER THE SERVICE AGREEMENT.

ACKNOWLEDGED AND AGREED TO:

Customer: _____

By: _____

SAMPLE ONLY – NOT FOR SIGNATURE

Name:_____

Title: _____

Date:_____

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