



Nextiva Service Agreement

This Nextiva Service Agreement (the “*Agreement*”) is dated, entered into as of the date last signed below (the “*Effective Date*”), by and between Nextiva, Inc. (“*Nextiva*”) and the City of North Las Vegas (“*Customer*”).

Quote Number:

See Exhibit B

Service Plan:

Nextiva Cloud Communications Enterprise

Term Length and Subscription Date:

The term length is Forty-Two (42) months (“the Term”) beginning from Effective Date (“Subscription Date”). Any reference to Term shall also include any subsequent renewal Terms. Unless Customer provides notice to Nextiva of its intent not to renew this Agreement at least forty-five (45) days prior to the expiration of the Term or any renewal term, or Nextiva provides notice to Customer of its intent not to renew this Agreement at least thirty (30) days prior to the expiration of the Term or any Renewal Term, this Agreement will automatically renew on an annual (twelve month) basis, and each renewal term will be considered part of the Term. Customer shall provide notice pursuant to this provision via email and overnight courier to the following address or at such address provided in writing Nextiva:

To: Nextiva, Inc.
c/o General Counsel
9451 E. Via de Ventura
Scottsdale, AZ 85256
legal@nextiva.com

Nextiva shall provide notice pursuant to this provision via email and overnight courier to the following address or at such address provided in writing by the Customer:

To: City of North Las Vegas
c/o Jeremy Jami
2250 Las Vegas Blvd N
North Las Vegas, NV 89030
jami.j@cityofnorthlasvegas.com

Notice shall be deemed effective upon receipt by the other party and shall be considered received on the earlier of the confirmed receipt of an emailed notice (which confirmation shall not be delayed or withheld) or actual delivery of written

Discounted Service and/or Device(s):

In consideration of Customer agreeing to pay the minimum monthly recurring amounts for the Nextiva Service Plan accepted through the above referenced Quote Number (the “*Quote*”) for the Term, Nextiva agrees to provide Customer with discounted Service and/or Device(s) to the Customer’s service location(s) as described in the Quote.

**Payment:**

During the initial forty-two (42) month Term, the Customer shall pay Nextiva for services up to an amount not to exceed One Million Three Hundred Thirty-Thousand Two Hundred Thirty-Eight Dollars and 66/100 (\$1,330,238.66), exclusive of any and all applicable usage charges, fees, surcharges, and taxes, for the contracted quantities of Services and Devices contained in the Quote.

The per user per month pricing (exclusive of applicable usage charges, fees, surcharges, and taxes) for the Services as set forth in the Quote will remain in effect for the initial forty-two (42) month Term of the Agreement for any additional Services added. The addition of Services not set forth in the Quote shall be at Nextiva's then-current retail pricing unless otherwise agreed by Nextiva in a written quote.

Customer will not be charged the Recurring Monthly Charge described in the Quote in the following month(s) of the Term: month 2, month 3, month 4, month 5, month 6, month 7.

Downturn Clause:

After twelve (12) months, if Customer is experiencing a downturn in business, Customer may, but limited to once per twelve (12) month period, reduce the number of Nextiva Cloud Communications Enterprise users; provided, however, that in all events Customer maintains the number of users equal to no less than five hundred (500) users and Customer certifies to Nextiva in writing with supporting documentation that Customer is experiencing a downturn in business. Notwithstanding the foregoing, in the event Customer cancels or terminates any user as a result of a downturn in business as provided herein, Customer shall immediately pay to Nextiva the following: (1) for purchased devices, the difference between the retail price at the time of purchase of any discounted or free device provided by Nextiva and the amount, exclusive of shipping costs, actually paid by the Customer for each device affected by the termination or cancellation; and/or (2) for rental or DaaS devices, an amount equal to the payments due and owing for the remainder of the then current Term for each device affected by the termination or cancellation; provided, however, that Customer also promptly returns any and all such devices. Customer understands and agrees that if it fails to return any rental or DaaS device within fifteen (15) days of the termination of the associated line of service, Customer shall immediately pay the greater of the full retail price at termination for each such device and an amount equal to the payment due and owing for each such device for the remainder of the then-current Term.

Additional Terms:**Billing Commencement**

Customer shall be invoiced for the first month's recurring monthly recurring fees upon execution of this Agreement, which amounts shall be paid in accordance with the terms of this Agreement. Thereafter, monthly billing for the Customer's remaining services shall be invoiced as follows and paid as provided herein:

1. With respect to Customer's VCC Services, Customer shall be invoiced monthly beginning when said Services are available for Customer's use in a live production environment.



2. With respect to Customer's other services, Customer shall be invoiced monthly beginning, for each of Customer's individual locations, when said location "Goes Live". For purposes of this provision a location "Goes Live" when Customer can place and/or receive a phone call in a live production environment. "Go Live" is not dependent on the completion of porting of Customer's numbers (if applicable).

Billing

Payment of all undisputed amounts to Nextiva shall be made within thirty (30) calendar days after the Customer receives each invoice from Nextiva. In the event that Customer reasonably disputes any invoice or any portion thereof, Customer shall notify Nextiva within thirty (30) calendar days of receipt of the invoice, shall pay the undisputed portion when due, and the parties shall thereafter confer in good faith to resolve any such dispute. Nextiva shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

Nextiva Service-Level Agreement

Nextiva agrees that the Network Services (as defined in the attached Exhibit A which specifically excludes any and all VCC Services provided by Five9) shall perform in accordance with the Service Level Agreement attached hereto as Exhibit A, which is attached hereto and incorporated herein by reference. In the event Customer experiences Outages (as defined in the SLA), Customer shall be entitled to receive an Outage Credit as set forth in and subject to the terms and conditions of the SLA. For the avoidance of doubt, the Nextiva SLA explicitly excludes VCC Services.

VCC Service Level Agreement

The Five9 VCC Service detailed in the Quote shall be available to make and receive calls on a twenty- four (24) hours a day/seven (7) days a week basis, with targeted uptime of at least 99.999% on a calendar month basis, exclusive of permitted downtime (the unavailability of the VCC Service because of either scheduled maintenance or events beyond the reasonable control of the service provider). For purposes of clarification, Customer understands that events beyond the reasonable control of the VCC Service provider include, but are not limited to, (1) Customer's network or equipment malfunctions; (2) service interruptions caused by the independent telecommunications providers the VCC Service provider contracts with to provide voice connectivity to the VCC Service provider; or (3) Force Majeure events.

In the event the VCC Service does not meet the Service Availability listed above, Customer will be eligible to receive a service credit for the affected month. To receive a credit, Customer must make a written request to Nextiva within fifteen (15) days of the service incident. Amount of service credit will depend upon length and severity of service outage and shall be calculated as a percentage of the base Five9 license agent fees set forth in the Quote (excluding telecom charges that may be included) for a given calendar month as shown below.

For monthly down time beyond Service Availability of:

- Less than two hours: credit of up to 5%
- Two or more hours: credit of up to 10%



Credits are not aggregated and will be provided at the highest eligible level. Nextiva's obligation to provide the credit detailed herein is subject to confirmation of eligibility by the VCC Service provider.

Burst, Overage, and Usage Charges

Customer understands and agrees that it shall be obligated to pay burst, overage and usage charges regarding or related to the Services, including any such charges related to the Five9 services (including, but not limited to, WFO subscription service overages, cloud-based data storage overages, directory assistance charges, SMS/MMS charges, toll free charges, international calling charges), as well as any taxes, fees or surcharges assessed on any such charges.

If, during any billing month, Customer's actual usage level of any Five9-provided WFO subscription service exceeds the contracted level, Customer agrees to either a) be invoiced with a "bursting" charge that is 20% over the rates detailed in the Quote, or b) place a co-terminus add-on order in the amount of such excess usage.

Customer shall initially be charged usage for SMS/MMS as outlined in the table below:

Usage	Unit	Unit Price
US DID SMS Usage	Per 10 messages	\$0.15
CAN SMS Usage	Per 10 messages	\$0.20
US DID MMS Usage	Per 10 messages	\$0.35
CAN MMS Usage	Per 10 messages	\$0.30

SMS and MMS messaging for regions and countries not set forth in the table above shall be charged at the then-current rate for each message for the applicable country or region. SMS and MMS rates are subject to change; Customer will be billed at the then-current rates for such usage.

With respect to usage charges for inbound toll-free calling, Customer shall be charged at a rate of \$0.015 per minute for all inbound toll-free calling for the Term of the Agreement. Monthly SMS/MMS charges, international call charges, toll-free charges, as well as usage, burst and any other overage charges, will be charged at the then-current rates and will be exhibited on the next month's billing cycle invoice. For example, if Customer's usage amount for the month of June is \$100, those amounts will be present on Customer's July invoice.

Changes to Terms and Conditions

Nextiva will provide written notice to Customer of any change to the T&Cs (as defined below). Except for changes in pricing after the initial term, changes in taxes, surcharges and fees, changes required by law or regulation, and changes to the Nextiva Contact Center Terms and Conditions, if the change will have a material and adverse impact on Customer, then Customer may, in its sole discretion, reject the change by providing written notice to Nextiva, in care of its general counsel, within thirty (30) days of Customer's receipt of notice of the change. Nextiva shall provide a response to the Customer within thirty (30) days of Nextiva's receipt of Customer's notice of rejection, indicating whether or not Nextiva is agreeable to applying the prior T&C provision before the material adverse change to



Customer's account for the remainder of the then-current Term. If Nextiva is not agreeable to applying the prior T&C provision, then Customer may, in its sole discretion, terminate the Agreement by providing written notice of termination to Nextiva within thirty (30) days of Nextiva's response or the expiration of the time within which Nextiva was to respond. Notwithstanding the foregoing, in the event Customer cancels or terminates any line of service or feature as provided herein, Customer shall immediately pay to Nextiva the following: (1) for purchased devices, the difference between the retail price at the time of purchase of any discounted or free device provided by Nextiva and the amount, exclusive of shipping costs, actually paid by the Customer for each device affected by the termination or cancellation; (2) for rental or DaaS devices, an amount equal to the payments due and owing for the remainder of the current Term for each device affected by the termination; provided, however, that Customer also promptly returns any and all such devices; and (3) an early termination fee related to Nextiva Contact Center (any other services provided by Five9). Customer understands and agrees that if it fails to return any rental or DaaS device within thirty (30) days of the termination of the associated line of service, Customer shall immediately pay the greater of the then-current full retail price for each such device and an amount equal to the payment due and owing for each such device for the remainder of the then-current Term.

Information Security

Nextiva shall use commercially reasonable efforts to (a) protect the security and confidentiality of Customer's data; (b) protect against any reasonably foreseeable threats or hazards to the security or integrity of Customer's data; and (c) protect against unauthorized access to or use of Customer data that could result in substantial harm or inconvenience to any of the Customer's customers. Without limiting the foregoing, Nextiva shall maintain hardware, firmware, and software related to the products and services provided by Nextiva under the Agreement in accordance with commercially reasonable and industry standard systems lifecycle management, keep security patches up to date, install and regularly update antivirus software, and maintain and enforce internal policies that address information security. The software, hardware, and other products and services provided by Nextiva in connection with the Agreement shall not contain, to the best of Nextiva's knowledge, any viruses or other malicious code. Nextiva shall further use reasonable efforts to require Five9 to agree to similar terms as those contained herein with respect to those services provided by Five9.

Data Breach Response

Nextiva shall notify the Customer as soon as reasonably practicable in the event that Nextiva becomes aware of a breach affecting the Customer's data.

Indemnification by Nextiva

The Master Terms and Conditions shall be amended to strike Section 15.2 and replace it as follows:

"15.2. Nextiva agrees to indemnify, defend and hold you harmless at its expense any claim made or action brought or threatened against you based on an allegation that the Service infringes a patent, copyright, trade secret, or other intellectual proprietary right. Nextiva shall have control of the defense and, subject to the terms of this Agreement, shall pay any amount awarded either as damages or costs in any such action provided that you promptly notify Nextiva of the claim or action, and shall give Nextiva the information and



assistance it reasonably requests in defending and/or settling the action. Nextiva may, at its sole option and expense, negotiate a settlement or compromise of the claim or action, provided such settlement or compromise includes an unconditional release of you. In the event that a settlement is reached or an injunction is obtained, prohibiting use of the Service, Nextiva shall at its expense, procure for Customer the right to continue using the Service, or replace or modify it so that it is non-infringing provided that there is no material diminution in features, functionality or service level. If Nextiva determines that neither of the foregoing alternatives is reasonably available and if the use of the Service is enjoined you shall cease using the Service and return to Nextiva all copies, if any, of the Service or certify that they have been destroyed. In the event it is necessary to cease using the Service, Nextiva shall repay to you a pro rata portion of all license fees paid by Customer.

15.2.1. Exceptions. Nextiva shall have no obligation under Section 16.2 with respect to any proceeding or claim of infringement based upon the following: (i) unauthorized modification of the Service by you, or (ii) combination, operation, or use of the Service with equipment, software and/or services not furnished, authorized, or contemplated by Nextiva, or (iii) operation or use of the Service in a manner other than its intended purpose, or (iv) Nextiva Contact Center (Five9-provided services). Notwithstanding any contrary provision in this Agreement, Nextiva's maximum aggregate liability pursuant to this Section 16.2 shall not exceed the total service charges, exclusive of taxes and fees, paid by the Customer in the twenty-four (24) month period preceding the date the claim arose."

Choice of Law; Venue

Notwithstanding any contrary provision in the T&Cs (as defined below), Nextiva and Customer agree that Nevada law shall govern this Agreement and that any action (including any arbitration pursuant to the T&Cs) shall be brought in Clark County, Nevada.

Fiscal Funding Out

The Customer reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the Customer does not allocate funds to continue the function performed by Nextiva under this Agreement, this Agreement will be terminated without liability when appropriated funds expire. At Nextiva's reasonable request, Customer shall provide documentary evidence of such applicable legislative body's failure to appropriate, procure or provide funds to Customer for the Services as a condition of Customer terminating under this section. Failure of such applicable legislative body to appropriate, procure or provide funds without Customer first terminating one or more lines of service or features by providing Nextiva with written notice at least thirty (30) days in advance of the termination date shall not excuse Customer from Customer's obligations under this Agreement, including, without limitation, Customer's payment obligations to receive Services. Nextiva expressly reserves its rights under this Agreement, including, without limitation, its right to terminate for nonpayment.

Further and notwithstanding the foregoing, in the event Customer cancels or terminates any line of service or feature as provided herein, Customer shall immediately pay to Nextiva the following: (1) for purchased devices, the difference between the retail price at the time of purchase of any discounted or free device provided by Nextiva and the amount, exclusive of



shipping costs, actually paid by the Customer for each device affected by the termination or cancellation; and/or (2) for rental or DaaS devices, an amount equal to the payments due and owing for the remainder of the then-current Term for each device affected by the termination or cancellation; provided, however, that Customer also promptly returns any and all such devices. Customer understands and agrees that if it fails to return any rental or DaaS device within fifteen (15) days of the termination of the associated line of service, Customer shall immediately pay the greater of the full retail price at termination for each such device and an amount equal to the payment due and owing for each such device for the remainder of the then-current Term.

Public Record

Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the Customer may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The Customer shall not be liable in any way to Nextiva for the good faith disclosure of any public record, including but not limited to documents provided to the Customer by Nextiva.

Attorneys' Fees

In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court or arbitrator,. This section shall survive the completion of this Agreement until the applicable statutes of limitation expire.

Early Termination Fee

If a Service or Device described in the Quote, a line of service or feature for the Nextiva Service Plan, is cancelled, terminated, or converts to a line of service or feature that is not the Nextiva Service Plan or in the Quote referenced herein or added within the Term, then Nextiva shall charge an early termination fee equal to seventy-five percent (75%) of the total fees owed for the remainder of the Term for any cancelled, terminated, or converted Service, Device, feature, or product. Additionally, if Customer terminates the entire Agreement with Nextiva within the Term, then Customer will pay an early termination fee equal to seventy-five percent (75%) of the total amount owed to Nextiva for the remainder of the Term under the Agreement.

Termination

Notwithstanding any contrary provision in this Agreement, the Customer may terminate this Agreement at any time with or without cause upon notice to Nextiva, and the Customer shall have no liability to Nextiva for such termination except that the Customer shall pay Nextiva for the reasonable value of the Service, Device, feature, or product provided by Nextiva to the Customer up through and including the date of termination, provided that Nextiva, within thirty (30) days following the date of the Customer's termination notice, submits an invoice for such Service, Device, feature, or product in a form reasonably acceptable to the Customer and such invoice is supplemented by such underlying source documentation as is reasonably requested by the Customer.

Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of the party he or she represents. Each party has read, understands, and agrees to the early termination fee outlined in this Agreement.



This Agreement shall continue to apply to any additional Quote Numbers, additional services added to any of the Customer's service locations, and changes to existing services made by Customer during the Term. All Services are subject to applicable federal, state, and local taxes, surcharges and fees, and other regulatory fees outlined in the T&Cs (defined below). Such taxes, surcharges and fees are subject to change.

By signing below, the Customer agrees to the Nextiva Terms and Conditions located at <https://www.nextiva.com/legal.html> including the important e911 Information (the "T&Cs"). If there is a conflict between this Nextiva Service Agreement and the T&Cs referenced herein, the terms of this Nextiva Service Agreement will prevail.

SIGNATURE PAGE FOLLOWS



Company Name: City of North Las Vegas

Authorized Signature:

Printed Name:

Title:

Date:

Nextiva, Inc. ("Nextiva")

DocuSigned by:

Authorized Signature:

A blue ink signature of Josh Lesavoy, with a DocuSign verification code "7C7FFD2EF72D481..." printed below it.

Printed Name: Josh Lesavoy

Title: cio

Date: 10/8/2024 | 1:54:31 PM PDT

City of North Las Vegas,
a Nevada municipal corporation

By: _____

Pamela A. Goynes-Brown, Mayor

Attest:

By: _____

Jackie Rodgers, City Clerk

Date:

Approved as to Form:

By: _____

Andy Moore, Acting City Attorney

Date:



Exhibit A

Nextiva Inc. – Service Level Agreement (“SLA”)

1. **Service Description.** NEXTIVA's Hosted Network Services (the “Network Services”) are provided on NEXTIVA's internal network and third-party applications. Service level objectives, outage credits, and related warranties, as set forth in this Schedule apply only to NEXTIVA and the Network Services provided by Nextiva.
2. **Service Level Objective.** The Network Services shall perform in accordance with the Service Level Objective for network availability as measured by the MTTR (“SLO”) as set forth herein. Although Outage Credits are provided as set forth below, NEXTIVA’s objective is to provide the Network Services that meet the following SLO. Except as specifically set forth in this SLA, NEXTIVA shall have no liability for its failure to achieve this objective. The Outage Credit set forth below in Section 3 is Customer's sole and exclusive remedy for any failure, interruption or degradation of the NEXTIVA hosted service.

Mean Time to Restore (“MTTR”). The MTTR objective shall be the average time required to restore the Network Services and resume availability when measured in a one-month (720 hour) period. The time is measured from the moment the outage is reported until the Network Services are available. NEXTIVA has an objective of repairing network equipment within an average of two (2) hours and restoring a network outage in an average of four (4) hours. NEXTIVA's objective is to coordinate repair efforts on equipment or cable cuts with underlying carriers when NEXTIVA first becomes aware of the problem, or when notified by Customer.

Network Availability. The SLO covers all Nextiva-controlled Services and facilities, Nextiva-controlled Hardware & Software Platforms and Systems, and Nextiva-controlled physical plant and infrastructure facilities. The SLO calculations will not include any unavailability resulting from (a) standard Nextiva network maintenance, (b) any Dedicated Access between Customer's location and Nextiva, including but not limited to the local loop, (c) Denial of Service (“DOS”) attempts and any other malicious attempts orchestrated by third parties, Customer owned and/or operated cabling, infrastructure, or customer premise equipment, (e) any Customer-provided circuits or equipment, (f) Customer's applications, (g) acts or omissions of Customer, or (h) reasons of Force Majeure.

3. **Outage Credits.** Customer acknowledges the possibility of an unscheduled, continuous and/or interrupted period of time during which the Network Services do not conform to the SLO (“Outage”). In the event of an Outage, Customer shall be entitled to a credit (“Outage Credit”), which shall be credited on Customer’s next monthly invoice upon request.

When the Network Services do not conform to the SLO, the amount of the Outage Credit shall be as set forth in the table below and is credited in a percentage of the Monthly Recurring Charges (MRC) for the affected Network Services.



Aggregate Length of Interruption per month	Credit Per Seat Affected
1 hour to 4 hours	1 day
4 hours 1 minute to 24 hours	3 days
24 hours 1 minute or more	10 days

For purposes of clarity, Customer shall be entitled to a credit towards the MRC for the services affected by the Outages only. By way of example, if four (4) lines of service at one customer location are each affected by Outages totalling five (5) hours in the aggregate, Customer shall be entitled to an Outage Credit equal to three (3) days of the MRC for the affected four (4) lines of service, exclusive of applicable taxes and fees, only. Network Services disruptions or outages will be accumulated over the course of a billing period and will be subject to the maximum credit as shown above of the applicable MRC for the Network Services. The number of minutes of separate and discrete Outages will be cumulated to determine the percentage of credit. In no event shall NEXTIVA's total liability for all Outages on a particular Network Service exceed thirty percent (30%) of the MRC for the affected Network Service.

4. **Exceptions.** Customer shall not receive an Outage Credit if Outage is, as determined by NEXTIVA in its sole discretion: (i) caused by Customer or others authorized by Customer to use the Network Services under the Agreement; (ii) due to the failure of power, facilities, equipment, systems, or connections not provided by NEXTIVA or its designees within the Network Services; (iii) the result of network maintenance activity as set forth in Section 5 of this SLA, or (iv) due to a force majeure.
5. **Planned Network Maintenance Period ("PNMP").** NEXTIVA shall avoid performing network maintenance between 3:00am to 9:00 pm PT, Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of the Network Service. Service-impacting network maintenance is performed on Saturday evenings between 9:00pm PT and 3:00am PT. If Nextiva deviates from this Saturday evening service-impacting maintenance, Nextiva will provide Customer three (3) business days written notice. However, the preceding sentence does not apply to restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential or other emergency conditions. NEXTIVA agrees that an Outage resulting from PNMP shall not exceed 12 hours in a month. NEXTIVA will use commercially reasonable efforts to notify Customer prior to emergency maintenance. NEXTIVA shall make every effort to provide Customers with electronic mail, telephone, facsimile, or written notice of all non-emergency, planned network maintenance three (3) business days prior to performing maintenance (non-emergency) that, in NEXTIVA's reasonable opinion, has a substantial likelihood of affecting the Customers traffic/service. If NEXTIVA's planned activity is cancelled or delayed, NEXTIVA shall promptly notify Customer and shall comply with the provisions of this Section to reschedule any delayed activity.
6. **Emergency Maintenance Period ("EMP").** It may be necessary for NEXTIVA to issue an



EMP. EMPs allow NEXTIVA to schedule mandated maintenance with a shorter Customer notification interval than PNMPs. EMPs are issued when maintenance is required immediately, e.g., to prevent further or repeated interruptions on NEXTIVA's network.

7. **Warranty**. NEXTIVA warrants that Network Services shall conform to the SLO. NEXTIVA shall use commercially reasonable efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in the Network Services and restore such Network Services to comply with the terms hereof.

THE REMEDY(IES) AS SET FORTH IN SECTION 3 SHALL BE THE SOLE AND EXCLUSIVE REMEDY(IES) OF CUSTOMER IN THE EVENT OF ANY FAILURE, INTERRUPTION OR DEGRADATION OF SERVICE INCLUDING AN OUTAGE AND/OR FOR BREACH OF THIS WARRANTY.



Exhibit B

Quote

Please see attached page(s)



Nextiva Office®

Product	Quantity	List Cost	Discount	Final Cost	Total
Nextiva Essential Seat	111	\$18.95	\$16.95	\$2.00	\$222.00
Nextiva Enterprise Seat	1523	\$33.95	\$24.00	\$9.95	\$15,153.85
Nextiva Fax Service	200	\$14.95	\$10.00	\$4.95	\$990.00
Nextiva Additional Local DID	800	\$9.95	\$9.70	\$0.25	\$200.00
				Office Recurring Total	\$16,565.85

Nextiva Contact Center®

Product	Quantity	List Cost	Discount	Final Cost	Total
Five9 Core - Voice Contact Center	21	\$175.00	\$75.00	\$100.00	\$2,100.00
VCC Supervisor	3	\$150.00	\$60.00	\$90.00	\$270.00
VCC Administrator	1	\$150.00	\$60.00	\$90.00	\$90.00
Advanced Recording Upload	1	\$500.00	\$150.00	\$350.00	\$350.00
Secure RTP (SRTP)	1	\$500.00	\$500.00	\$ -	\$ -
Five9 Chat Agent (Included)	21	\$20.00	\$15.00	\$5.00	\$105.00
Five9 Email Agent (Included)	21	\$20.00	\$15.00	\$5.00	\$105.00
US/CAN SMS DID	1	\$10.00	\$2.00	\$8.00	\$8.00
SIP Inbound Flat Rate	1	\$2,000.00	\$2,000.00	\$ -	\$ -
SIP Outbound (No Backup)	1	\$1,000.00	\$1,000.00	\$ -	\$ -
Nextiva Multi-Lingual IVA Gold *(Further Scoping Required - Estimate Or	10	\$300.00	\$150.00	\$150.00	\$1,500.00
Technical Account Management (Optional after 60 Days)	10	\$350.00	\$150.00	\$200.00	\$2,000.00
				Contact Center Recurring Total	\$6,528.00

Hardware

Product	Quantity	List Cost	Discount	Final Cost	Total
Poly Edge E350 Deskphone	300	\$230.00	\$115.00	\$115.00	\$34,500.00
Poly Edge E100 Deskphone	1500	\$85.00	\$35.00	\$50.00	\$75,000.00
Poly Edge E550 Deskphone	25	\$300.00	\$100.00	\$200.00	\$5,000.00
Poly Edge E550 Expansion Module	25	\$220.00	\$70.00	\$150.00	\$3,750.00
Axacore Fax Bridge	200	\$210.00	\$ -	\$210.00	\$42,000.00
				Hardware Total	\$160,250.00
				Shipping Total	\$10,650.00

Professional Services Fees

Product	Quantity	List Cost	Discount	Final Cost	Total
Inbound SIP Trunking Setup	1	\$3,500.00	-\$3,000.00	\$500.00	\$500.00
Outbound SIP Trunking Setup	1	\$3,500.00	-\$3,000.00	\$500.00	\$500.00
Agent Seat Activation	18	\$25.00	-\$13.49	\$11.51	\$207.18
Blended-In Service	1	\$ -	\$ -	\$ -	\$ -
Stereo Recording Activation	1	\$ -	\$ -	\$ -	\$ -
Geographic Redundancy Activation	1	\$500.00	-\$221.64	\$278.36	\$278.36
Secure RTP (SRTP) Activation	1	\$500.00	-\$500.00	\$ -	\$ -
Nextiva Multi-Lingual IVA Gold (Up to 10 Hours)	1	\$3,000.00	\$1,500.00	\$1,500.00	\$1,500.00
Nextiva IVA Payment Processing	1	\$28,000.00	\$6,000.00	\$22,000.00	\$22,000.00
Nextiva Chat Implementation	1	\$4,000.00	\$1,500.00	\$2,500.00	\$2,500.00
Nextiva Email Implementation	1	\$4,000.00	\$1,500.00	\$2,500.00	\$2,500.00
Nextiva SMS Implementation	1	\$3,200.00	\$1,200.00	\$2,000.00	\$2,000.00
Nextiva VCC Implementation (Up to 25 Hours)	1	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Nextiva UC Implementation	1	\$90,000.00	\$30,000.00	\$60,000.00	\$60,000.00
				One Time Implementation Total	\$101,985.54

Pricing Summary

Total Monthly Recurring License Cost	\$23,093.85
Total Taxes and Fees (Estimated)	\$6,277.07
Total Monthly Cost (MRC)	\$29,370.92
Total One Time Cost (NRC)	\$272,885.54

BUSINESS LICENSE

City of North Las Vegas
2250 Las Vegas Blvd. North, Suite 110
North Las Vegas, NV 89030

Mailing Address:

NEXTIVA, INC.
740 FLORIDA CENTRAL PKWY STE 2028
LONGWOOD, FL 32750

In conformity with and subject to the provisions of the Ordinances of the City of North Las Vegas and the laws of the State of Nevada, license is hereby granted to operate the business described hereon:

License Number: **BL106400** Expiration Date: **10/30/2024**

License Type: **UTILITY GROSS SALES**

Classification: **TELECOMMUNICATION**

Business Location: **NEXTIVA, INC.**

Owner/Principal(s): **NEXTIVA, INC.**

CITY OF
NORTH LAS VEGAS



Alfredo Mefesio
Director of Land Development &
Community Services

This license is not transferable
POST IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 Attn: jonie.frinkle@marsh.com CN117876693--GAUW-24-25	CONTACT NAME: PHONE (A/C. No. Ext): FAX (A/C. No): E-MAIL ADDRESS:
INSURED Nextiva, Inc. Unitedweb Holdings LLC Unitedweb, Inc. 9451 East Via de Ventura Scottsdale, AZ 85256	INSURER(S) AFFORDING COVERAGE INSURER A: Chubb Indemnity Insurance Co INSURER B: N/A INSURER C: N/A INSURER D: INSURER E: INSURER F:
	NAIC # 12777 N/A N/A

COVERAGES**CERTIFICATE NUMBER:**

LOS-002785238-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	36027248	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N N/A		<input checked="" type="checkbox"/>	71753899	06/01/2024	06/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract with Nextiva

CERTIFICATE HOLDER**CANCELLATION**City of North Las Vegas
2250 Las Vegas Blvd N
North Las Vegas, NV 89030

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Endorsement

<i>Policy Period</i>	JUNE 1, 2024 TO JUNE 1, 2025
<i>Effective Date</i>	JUNE 1, 2024
<i>Policy Number</i>	3602-72-48 PNU
<i>Insured</i>	NEXTIVA, INC.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JUNE 12, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
 - with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.
-

Liability Endorsement*(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	JUNE 1, 2024 TO JUNE 1, 2025
<i>Effective Date</i>	JUNE 1, 2024
<i>Policy Number</i>	3602-72-48 PNU
<i>Insured</i>	NEXTIVA, INC.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JUNE 12, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions**Transfer Or Waiver Of
Rights Of Recovery
Against Others**

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

WHEN REQUIRED BY WRITTEN CONTRACT

All other terms and conditions remain unchanged.

Authorized Representative



Endorsement

<i>Policy Period</i>	JUNE 1, 2024 TO JUNE 1, 2025
<i>Effective Date</i>	JUNE 1, 2024
<i>Policy Number</i>	3602-72-48 PNU
<i>Insured</i>	NEXTIVA, INC.
<i>Name of Company</i>	GREAT NORTHERN INSURANCE COMPANY
<i>Date Issued</i>	JUNE 12, 2024

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Limits Of Insurance, the following provisions are added.

Limits Of Insurance**Per Location Or Per
Project Limit Of
Insurance With
Combined Total
Aggregate Limit**

- A. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which can be attributed only to operations at a single **location** or at a single designated **project**, is described in paragraphs A.1. through A.4. below.
1. A separate General Aggregate Limit will apply to each **location** or **project**, and such limit is equal to the General Aggregate Limit shown in the Declarations.
 2. Subject to the Each Occurrence Limit and all other applicable limits, the separate General Aggregate Limit described in subparagraph A.1. above is the most we will pay for the sum of all damages for **bodily injury** and **property damage**, except in connection with injury or damage included in the **products-completed operations hazard**, and for all **medical expenses**, regardless of the number of:
 - a. **insureds**;
 - b. claims made or **suits** brought; or
 - c. persons or organizations making claims or bringing **suits**.

Limits Of Insurance

*Per Location Or Per
Project Limit Of
Insurance With
Combined Total
Aggregate Limit
(continued)*

3. Any amount paid for damages or **medical expenses** will reduce the amount of the separate General Aggregate Limit described in subparagraph A.1. above available for any other payment for that **location** or **project**. Such payments will not reduce the General Aggregate Limit shown in the Declarations and they will not reduce the separate General Aggregate Limit for any other operations at a single **location** or single **project**.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate General Aggregate Limit.
- B. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which cannot be attributed only to operations at a single **location** or a single **project**, is described in paragraphs B.1 and B.2 below.
1. Any amount paid for damages or **medical expenses** will reduce the amount of the General Aggregate Limit available for any other payment; and
 2. Payments described in subparagraph B.1. above will not reduce the separate General Aggregate Limit applicable to operations at a single **location** or a single **project**.
- C. Subject to the separate General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Schedule is the most we will pay for the combined sum of amounts described in paragraphs A. and B. above, regardless of the number of **locations** or **projects**.
- D. If applicable, any payments we make for **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit regardless of the number of **locations** or **projects**, and will not reduce the General Aggregate Limit or the separate General Aggregate Limit applicable to a single **location** or a single **project**.
- E. If the applicable **project** has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the **project** will still be deemed to be the same **project**. **Project** will be deemed to include, collectively, all **locations** and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such **project**.
- F. The provisions of the section titled Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

As used in this endorsement, the following words and phrases have special meanings described below.

Definitions

Location

Location means premises involving the same or connecting lots, or premise whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Project

Project means a project (taking place away from premises owned by or rented to you) on which you are performing operations.

Endorsement

Effective Date JUNE 1, 2024

Policy Number 3602-72-48 PNU

Schedule

Combined Total Aggregate Limit: \$ 10,000,000

All other terms and conditions remain unchanged.

Authorized Representative



WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

**ANY PERSON OR ORGANIZATION FOR WHOM THE
NAMED INSURED HAS AGREED BY WRITTEN
CONTRACT TO FURNISH THIS WAIVER**

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **06-01-24** Policy No. **71753899**

Insured **NEXTIVA, INC.**

Endorsement No.

Premium \$ **Incl.**

Insurance Company **Chubb Indemnity Insurance Company**

Countersigned By _____