

Admin Minnesota

Office of State Procurement

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CONTRACT RELEASE: M-481(5)

DATE: FEBRUARY 20, 2024

PRODUCT/SERVICE: MASS NOTIFICATION MESSAGING SERVICES

CONTRACT PERIOD: JUNE 17, 2016, THROUGH MAY 31, 2024

EXTENSION OPTIONS: NONE

ACQUISITION MANAGEMENT SPECIALIST/BUYER (AMS): KALEIGH STEVENS

PHONE: 651.201.2438

E-MAIL: Kaleigh.Stevens@state.mn.us

WEB SITE: <https://mn.gov/admin/osp/>

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

EVERBRIDGE

110505

NET 30

AS SPECIFIED

25 Corporate Drive
Burlington, MA 01803

VENDOR NO.: 0000936513

CONTACT: Lindsay Rogers

PHONE: 818.230.9585

EMAIL: lindsay.rogers@everbridge.com

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

RAVE WIRELESS, INC.

110503

NET 30

AS SPECIFIED

492 Old Connecticut Path, 2nd Floor
Framingham, MA 01701

VENDOR NO.: 0000331886

CONTACT: Sara Wise-Martinez

PHONE: 303.324.1262

EMAIL: swise-martinez@ravemobilesafety.com

CONTRACT VENDOR

CONTRACT NO.

TERMS

DELIVERY

ONSOLVE, LLC

110506

NET 30

AS SPECIFIED

(formerly ECN)
6240 Avalon Blvd
Alpharetta, GA 30009

VENDOR NO.: 0000941632

CONTACT: Michelle Gogarty

PHONE: 386.241.0518

EMAIL: Michelle.Gogarty@onsolve.com

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<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
ONSOLVE, LLC (formerly MIR3) 6240 Avalon Blvd Alpharetta, GA 30009	132330 (formerly 110501)	NET 30	AS SPECIFIED

VENDOR NO.: 0000941632

CONTACT: Michelle Gogarty **PHONE:** 386.241.0518 **EMAIL:** Michelle.Gogarty@onsolve.com

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
ONSOLVE, LLC (formerly SWN Communications) 6240 Avalon Blvd Alpharetta, GA 30009	176950 (formerly 110504)	NET 30	AS SPECIFIED

CONTACT: Michelle Gogarty **PHONE:** 386.241.0518 **EMAIL:** Michelle.Gogarty@onsolve.com

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below:

- State agencies
- Cooperative Purchasing Venture (CPV) members

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the AMS listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV), please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SERVICE CERTIFICATION FORM REQUIREMENTS. Pursuant to Minn. Stat. § 16C.09, agencies must complete a "Service Contract Certification Form" prior to issuing an order for services offered from this Contract.

SPECIAL TERMS AND CONDITIONS

SCOPE. To provide multi-media messaging service to State agencies and Cooperative Purchasing Venture (CPV) members. Services include, but are not limited to, fax broadcasting, mail merge and faxing service, voice reach services, e-mail alert/notification services, and Amber alerts. The Contract Vendors support specialty functions such as: mass notifications; an interface to manage the contact lists and alternative methods of contact, and instantaneous reports on outcomes of message delivery attempts.

SERVICE LEVEL. Service level compensation/credits have been included in most of the contracts below with Contract Vendors guaranteeing a percentage uptime and issuing a discount percentage off monthly or non-monthly fees if requested by user agencies.

The solution should certify system availability and be fully operational 99% of the time, 24x7x365. Individual outages are not to exceed two (2) hours in duration and not to exceed eight (8) hours in a single month.

Solution should provide prior notification to the customer of all planned system outages and upgrades, as well as

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notification that includes a statement of the scope of the outage and effects on the customer. See the details below with each contract listed.

PRICES. At no time should the ordering entity pay more than the Contract price. Agencies must contact the AMS immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price. Some of the pricing listed below with each contract is based on example scenarios provided by the State for the purposes of the RFP evaluation. Actual pricing quoted from a Contract Vendor may vary from these scenarios, but will be priced according to the pricing formula used by the Contract Vendor in providing the scenario pricing.

VERIFYING THE CONTRACT PRICES.

The following information explains the method(s) for calculating and/or confirming the contract prices.

X The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

X The Contract(s) includes HOURLY RATES. Confirm that the correct rate has been utilized by the Contract Vendor and that the number of hours is properly calculated/subtotaled. Review the number of hours quoted against the scope of your project.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

REVISIONS.

2024.02.20	Contract Number 110503 (Rave Wireless, Inc.), extended through 2024.05.31 at the same prices, terms, and conditions.
2024.01.11	Contract Numbers 110505 (Everbridge), 110506 (OnSolve, LLC (formerly ECN)), 132330 (OnSolve, LLC (formerly MIR3)), and 176950 (OnSolve, LLC (formerly SWN Communications)) extended through 2024.05.31 at the same prices, terms, and conditions.
2023.08.31	AMS/Buyer changed from David Sisk to Kaleigh Stevens.
2023.05.19	All contracts extended via amendment through 2023.11.30 at the same terms, conditions, and prices. Updated vendor addresses (OnSolve) and contacts (Rave).
2022.12.01	All contracts extended via amendment through 2023.05.31 at the same terms, conditions, and prices.
2022.07.22	All contracts extended via amendment through 2022.11.30 at the same terms, conditions, and prices. New Everbridge account representative added.
2022.03.28	All contracts extended via amendment through 2022.07.31 at the same terms, conditions, and prices.
2022.01.10	Contract 110503 (Rave) updated, including new vendor representative.
2021.11.01	All contracts extended through March 31, 2022. Covid-19 precautions added to all contracts. Text of Service Level Agreement updated for all OnSolve contracts.
2021.06.11	Rave contract extended through 2021.10.31 at the same terms, conditions, and prices.
2021.06.10	All contracts except Rave extended through 2021.10.31 under the same terms, conditions, and prices; updated contact information for OnSolve and Rave Mobile Safety representatives.
2021.02.04	Everbridge representative contact information updated; Contract 110505.
2020.06.08	All contracts extended through 2021.06.16 under same terms, conditions, and prices.
2020.06.05	Contract 110504 (SWN Communications) switched over to Contract 176950 (OnSolve, LLC) by Assignment Agreement, at same terms, conditions, and prices.
01/16/2020	Buyer contact link error corrected.
11/27/2019	Contact information for Everbridge account representative updated.
06/16/2019	All contracts extended 12 months under same terms, conditions and prices.
05/14/2019	AMS/Buyer changed from Matt Hassenstab to David Sisk.
12/03/2018	Former contract vendor information removed.
09/07/2018	AMS/Buyer changed from Dustin Burns to Matt Hassenstab.

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06/17/2018	All Contracts extended 6/16/2019 at the same Prices terms and conditions, added nondiscrimination language.
10/01/2017	Name change for contract 110506 (Emergency Communications Network (ECN) to OnSolve Intermediate Holding Company d/b/a OnSolve, LLC. Assignment of Contract 110501 from MIR3 to OnSolve Intermediate Holding Company d/b/a OnSolve, LLC, the new Contract is 132330.
09/08/2017	AMS/Buyer changed to Dustin Burns and updated release to include Verifying the Contract Prices clause.
04/24/2017	AMS/Buyer changed to Mike Brick.

EVERBRIDGE – CONTRACT 110505

PRICE SCHEDULE:

- Scenario #1:** Cost - \$8,350
- 500 users
 - 100 messages/yr
 - 40,000 domestic phone message units
 - 8,000 texts
 - 2,000 fax messages
 - 50,000 email message units
- Scenario #2:** Cost - \$27,000
- 5,000 users
 - 250 messages/yr
 - 85,000 domestic phone message units
 - 20,000 text messages
 - 5,000 fax messages
 - 200,000 email message units
- Scenario #3:** Cost – \$55,000
- 25,000 users
 - 1,000 messages/yr
 - 95,000 domestic phone message units
 - 4,000 text messages
 - 1,000 fax messages
 - 500,000 email message units

*Variations to the scenario (number of users and messages) will be priced according to the pricing formula used in providing the prices above.

** Everbridge does not have a minimal, use based pricing model. The system is offered fully provisioned and at an unlimited use annual flat rate contract basis. You may create unlimited groups and nested groups. Any user may be given one of 7 user types so they may also make use of the system.

ADDITIONAL PRICING:

Set-up costs: One-time fee of \$8,000 which provides for a 2 day on-site set-up with 1 day of on-site training for users.

Cost per notification event: There is no cost per notification event. The system is offered as an annual flat rate, unlimited use system. Price includes all use.

On-going support, maintenance, software upgrades: Included

Cost per minute or block of minutes: The annual subscription fee covers all system use.

Training costs (Initial and on-going): The Everbridge University (individual account based video training) is included for all users at no additional cost. Initial training will be conducted onsite as part of your set up.

Additional services, such as ThreatView, SMARTWeather, IT Alerting, Variable Template Wizard are available. Contact Everbridge for more details and associated costs.

DISCOUNTS:

- 3 year term, pre-paid in advance - 5% off the entire 3 year term total
- 5 year term, pre-paid in advance - 10% off the entire 5 year term total

SERVICE TARGETS:

Everbridge provides the following Service Targets to all of our clients via the Everbridge SLA:

- **Broadcast Availability:** Everbridge shall use commercially reasonable efforts to make Everbridge services available to our clients with a Broadcast Availability of 99.99% or greater. "Broadcast Availability" includes the ability to access the Everbridge solution in conjunction with the ability to deploy notifications to one or more contact paths (devices) per recipient.
- **Broadcast Performance:** During a 60 minute period, Everbridge shall make a minimum number of notification attempts to the 1st contact path for all client broadcasts, using the standard configuration, per the information below. Notification attempts do not include third party network delivery. Note: Minimum numbers above do not apply when a Client uses the broadcast delivery throttling feature or intervals between delivery methods.
 - o ContactBridge notifications: 500 characters, 600,000 attempts in 60 minutes
 - o Voice notifications: 30 seconds, 300,000 attempts in 60 minutes
 - o SMS notifications: 500 characters, 600,000 attempts in 60 minutes
 - o Email notifications: 500 characters, 600,000 attempts in 60 minutes

Everbridge's SLA does not supply service credits for non-compliance with the SLA at this time. However, should further discussion be required, please contact your assigned Everbridge Account Representative.

RAVE MOBILE SAFETY – CONTRACT 110503

PRICING:

SCENARIO #1: 500 users, 100 messages/yr, 40,000 domestic phone message units, 8,000 text messages, 2,000 fax messages, 50,000 email message units.

Product License	Description	Annual Price per Agency
Rave Alert (Unlimited Text, Email, RSS, CAP, Twitter, and Facebook)	Allows for unlimited text, email, RSS integrations, Twitter & Facebook updates	\$2,500
Unlimited Voice Add-On (Optional)	Allows for unlimited voice calls to land lines and mobile phones	\$2,500
Automated Smartloader Setup (Optional)	Automatically add, edit, & delete users & groups within your Rave Mobile Safety System. Seamlessly integrates with all major SIS and HR systems via standard data exports and batch .csv processes. Includes Group & List Loader	\$1,500
SSO Authentication Setup (Optional)	Utilizes your organizations existing LDAP/AD/CAS/Shibboleth authentication system for user authentication. This option requires Automated Smartloader as well.	\$1,000
Services		One-Time Setup Fee
24 x 7 Support		included
Web Training		included
Unlimited Software Upgrades		included
One-Time API's Setup		included
One-Time Twitter & Facebook Integration Setup		Included
One-Time Rave Alert Setup	Basic system setup	\$900
One-Time Unlimited Voice Setup (Optional)	Setup of unlimited voice component	\$900
One-Time Alertus Setup (Optional)	Allows for setup of Rave Alert integration with Alertus	\$900

SCENARIO #2: 5,000 users, 250 messages/yr, 85,000 domestic phone message units, 20,000 text messages, 5,000 fax messages, 200,000 email message units.

Product License	Description	Annual Price per Agency
Rave Alert (Unlimited Text, Email, RSS, CAP, Twitter, and Facebook)	Allows for unlimited text, email, RSS integrations, Twitter & Facebook updates	\$5,000
Unlimited Voice Add-On (Optional)	Allows for unlimited voice calls to land lines and mobile phones	\$5,000
Automated Smartloader Setup (Optional)	Automatically add, edit, & delete users & groups within your Rave Mobile Safety System. Seamlessly integrates with all major SIS and HR systems via standard data exports and batch .csv processes. Includes Group & List Loader	\$1,500
SSO Authentication Setup (Optional)	Utilizes your organizations existing LDAP/AD/CAS/Shibboleth authentication system for user authentication. This option requires Automated Smartloader as well.	\$1,000
Services		One-Time Setup Fee
24 x 7 Support		included
Web Training		included
Unlimited Software Upgrades		included

Product License	Description	Annual Price per Agency
One-Time API's Setup		included
One-Time Twitter & Facebook Integration Setup		Included
One-Time Rave Alert Setup	Basic system setup	\$900
One-Time Unlimited Voice Setup (Optional)	Setup of unlimited voice component	\$900
One-Time Alertus Setup (Optional)	Allows for setup of Rave Alert integration with Alertus	\$900

SCENARIO #3: 25,000 users, 1,000 messages/yr, 95,000 domestic phone message units, 4,000 text messages, 1,000 fax messages, 500,000 email message units.

Product License	Description	Annual Price per Agency
Rave Alert (Unlimited Text, Email, RSS, CAP, Twitter, and Facebook)	Allows for unlimited text, email, RSS integrations, Twitter & Facebook updates	\$20,000
Unlimited Voice Add-On (Optional)	Allows for unlimited voice calls to land lines and mobile phones	\$10,000
Automated Smartloader Setup (Optional)	Automatically add, edit, & delete users & groups within your Rave Mobile Safety System. Seamlessly integrates with all major SIS and HR systems via standard data exports and batch .csv processes. Includes Group & List Loader	\$1,500
SSO Authentication Setup (Optional)	Utilizes your organizations existing LDAP/AD/CAS/Shibboleth authentication system for user authentication. This option requires Automated Smartloader as well.	\$1,000
Services		One-Time Setup Fee
24 x 7 Support		included
Web Training		included
Unlimited Software Upgrades		included
One-Time API's Setup		included
One-Time Twitter & Facebook Integration Setup		Included
One-Time Rave Alert Setup	Basic system setup	\$900
One-Time Unlimited Voice Setup (Optional)	Setup of unlimited voice component	\$900
One-Time Alertus Setup (Optional)	Allows for setup of Rave Alert integration with Alertus	\$900

*Variations to the scenarios (number of users and messages) will be priced according to the pricing formula used in providing the prices above.

DISCOUNTS:

- 3-year term, invoiced annually - 3% off the entire 3-year term total
- 5-year term, invoiced annually - 5% off the entire 5-year term total

SERVICE LEVEL COMPENSATION/CREDIT: Rave agrees to provide a service level compensation/credit as detailed below.

Uptime Guarantee and Credits

Contract Vendor guarantees 99% uptime. See Attachment A: Specification 4.3. The Monthly Uptime Percentage will be calculated as follows:

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$$\left[\frac{\text{Total number of minutes in the month} - \text{planned downtime} (< \text{ or } = \text{ to } 8 \text{ hours}) - \text{unplanned downtime}}{\text{Total number of minutes in the month} - \text{planned downtime} (< \text{ or } = \text{ to } 8 \text{ hours})} \right] = \text{Monthly Uptime Percentage}$$

If the Monthly Uptime Percentage for any Online Services in any month is less than the percentages set forth below in Table 1, then contract vendor will provide Client a credit based on the Monthly Uptime Percentage multiplied by 100. This amount (Discount Percent) is to be entered into Table 1 below.

- **MONTHLY FEE STRUCTURE.** Contract vendor will provide customer a credit in the amount of the monthly fee multiplied by the corresponding Discount Percent from Table 1 below.
- **NON-MONTHLY FEE STRUCTURE.** Contract vendor will provide customer a credit in the amount which customer has paid in increments other than monthly multiplied by the corresponding Discount Percent from Table 1 below. The monthly fee will be calculated by dividing the fee paid by the number of months for which the Online Service was paid.

Any credit will be issued directly to customer in the form of a credit on the following month's service, if service is provided, otherwise in the form of a refund check within 30 days of customer claiming a credit. The Monthly Uptime Percentage will be calculated by customer and shall be submitted to contract vendor for any month that customer is claiming a credit. Upon customer's request, contract vendor shall provide customer with any information that is necessary to calculate the Monthly Uptime Percentage.

If customer determines that significant lapses in contract vendor's uptime could jeopardize customer operations, customer may determine that it is in its best interest for customer to host the system. If so, the contract vendor will provide hardware specifications for contract vendor's system and will assist customer in transitioning the system to a customer-approved location.

Contract vendor will attempt to minimize any system impacts by utilizing redundant systems during upgrades. If there are server restarts required, which may impact server availability temporarily, then the upgrade will be handled as scheduled maintenance, which includes advance notification of the maintenance window and anticipated impact. These are also scheduled during low-traffic times to further minimize any impact. If scheduled maintenance or upgrades require any downtime, customer will be notified in advance.

If unscheduled downtime should occur, contract vendor will provide immediate notification to customer. Upon completion of service restoration, a full debrief will be provided to customer.

MONTHLY UPTIME PERCENTAGE	DISCOUNT PERCENT
< 99%	5%
< 98.5%	5%
< 98%	10%

ONSOLVE, LLC (formerly ECN) – CONTRACT 110506

PRICING:

Message Unit Bank Pricing:

Users	Price	Message Units Included
Up to 1,000	\$6,000	50,000
1,001 – 2,500	\$11,000	100,000
2,501 – 5,000	\$14,000	200,000
5,001 – 10,000	\$20,000	350,000
10,001 – 25,000	\$25,000	500,000
25,001 and Up	Call for Pricing	

Note: One (1) message unit is equal to one (1) minute of connected time for telephone messages (billed in six (6) second increments); up to 140 characters of SMS message; one facsimile (1) page; or one (1) minute of connected time to a conference call. Email messages do not consume message units and are unlimited at no cost in the SmartNotice system. In the event the message units are completely exhausted, the message units will be automatically refilled in blocks of 5,000 message units at the price of \$750 per message unit block.

'Unlimited' Pricing:

Users	Price
Up to 1,000	\$6,800
1,001 – 5,000	\$21,250
5,001 – 10,000	\$29,750
10,001 – 25,000	\$46,000
25,001 and Up	Call for Pricing

ADDITIONAL PRICING:

Set-up Costs: Included

On-going support, maintenance, software upgrades: Included

Cost per minute or block of minutes: Additional message units can be purchased in blocks of 50,000 for an additional \$5,000

Training costs (Initial and on-going): One distance training session is included at no charge. Additional distance training sessions may be purchased for \$150.00 per hour (one hour minimum). On-site training sessions may be purchased for \$1,500.00 per trainer, per day plus all travel, ground transportation, and lodging expenses.

IPAWS Price: \$2,500

DISCOUNTS:

- 3-year term, pre-paid in advance - 2% off the entire 3-year term total
- 5-year term, pre-paid in advance - 4% off the entire 5-year term total

Pricing to the SmartNotice system includes the following:

- Unlimited administrators
- Unlimited groups
- Assigned customer support representatives for the account, available 24/7/365
- Base system includes broadcasting in English + three (3) additional languages (of client's choice) at no additional cost
 - Additional languages available, please call for pricing

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Clients may choose from the following available languages: Contact and response points include:

English	Slovak
French	Czech
Polish	Japanese
Spanish	Slovenian
German	Danish
Portuguese	Korean
Arabic	Swedish
Greek	Dutch
Romanian	Latvian
Bulgarian	Thai
Hebrew	Estonian
Russian	Lithuanian
Chinese	Turkish
Hungarian	Finnish
Serbian	Norwegian
Croatian	Ukrainian
Italian	

- Phone alerts; land line, cell phone, pagers
- Email*
- SMS Messages
- Fax
- RSS*
- Social Media*

*Email, RSS and Social Media messages do not consume message units and are unlimited at no cost in the SmartNotice system.

ONSOLVE SERVICE LEVEL AGREEMENT - ENTERPRISE

This Service Level Agreement (this "SLA") applies to the following OnSolve Subscription Services: SWN, MIR3 and OnSolve Platform. Capitalized terms used but not defined in this SLA shall have the meanings ascribed to them in OnSolve's General Terms and Conditions - Enterprise available on its website, or any similar agreement negotiated between OnSolve and its customer.

1. PERCENTAGE AVAILABILITY

The Subscription Services shall be available 99.99% of the time during each month of the applicable Term, excluding Excusable Downtime.

2. ERROR PRIORITY CLASSIFICATION

An "Error" is a failure of the Subscription Services to materially conform to the Documentation, excluding a nonconformity resulting from Customer's misuse, improper use, or unauthorized change to the Subscription Services. Errors are classified in Table B below.

Table B

Error Classification	Impact
Severity 1	Inability to (i) access the User Interface or (ii) send an Alert across every Subscription Service modality provided (SMS, voice email and others, if provided).
Severity 2	Inability to send an Alert across a specific Subscription Service modality or experiencing an issue for which a work around does not exist.
Severity 3	Any minor errors or bugs related to the Subscription Services.

3. ERROR RESPONSE

- a. **Error Classification.** Upon notification by customer of the occurrence of an Error, OnSolve shall use commercially reasonable efforts to promptly resolve it. Response to customer regarding the reported Error shall be as specified in Table C below.

Table C

Error Classification	Initial Response	Ongoing Communications
Severity 1	Within one (1) hour – acknowledgment & assignment provided 24/7/365	Updates on remedial measures at least every four (4) hours (or sooner if available) after the problem has been reported and until it is mitigated.
Severity 2	Within four (4) hours – acknowledgement & assignment provided 24/7/365	Updates on remedial measures at least every business day after the problem has been reported and until it is mitigated.
Severity 3	Within eight (8) hours – acknowledgement & assignment during normal business hours M-F as designated on OnSolve’s website	Updates provided as work progresses.

- b. **Customer Obligations.** Customer shall (i) have properly trained its personnel in the use of the Subscription services, (ii) promptly report any Error it discovers, (iii) provide OnSolve with sufficient information to locate and reproduce the Error and (iv) reasonably cooperate with OnSolve in connection with OnSolve’s efforts to resolve any Error.
- c. **Root Cause Analysis.** If, during any calendar month, the Subscription Services experience a Severity 1 Error, upon receipt of written request from Customer, OnSolve shall deliver to Customer within ten (10) business days after the close of the month, a summary analysis of (i) the root cause of the issue experienced during such month and (ii) the action being taken to address that issue.

4. CUSTOMER SUPPORT AND SERVICES

All communication from Customer to OnSolve shall be through a Customer Support Representative (“CSR”) or through OnSolve’s live 24/7/365 Customer Support team. Customer support hours of operation and contact information is available on OnSolve’s website at <https://www.onsolve.com/resources/support/>.

5. DEFINITIONS

The following terms shall have the meaning set forth below:

- a. "Customer Event" means Customer's inability to access the Subscription Services due to a failure of a Customer network or system (including Customer's Internet connection), failure of any Customer equipment necessary to access the Subscription Services, or a force majeure event affecting Customer.
 - b. "Downtime" for a particular month means the total number of minutes during such month that the Subscription Services were experiencing a Severity 1 Error, excluding any Excusable Downtime.
 - c. "Excusable Downtime" for a particular month means the total number of minutes during such month that the Subscription Service was offline resulting from (i) Scheduled Maintenance and other planned service outages, (ii) a Customer Event, and (ii) any unavailability caused by circumstances beyond OnSolve's reasonable control, including but not limited to force majeure events, Internet or telephony service provider failure or delay, or denial of service attack.
 - d. "Scheduled Maintenance" means planned maintenance on the Subscription Services.
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ONSOLVE, LLC (formerly MIR3) – CONTRACT 132330 (formerly 110501)

SCENARIO #1: ** 500 users, 100 messages/yr, 40,000 domestic phone message units, 8,000 text messages, 2,000 fax messages, 50,000 email message units (refer to Section 4, 7, & 10 in the Cost Breakdown Explanations below).

SOFTWARE SUBSCRIPTION

QTY	PART NUMBER	DESCRIPTION OF SOFTWARE	ANNUAL PRICE
Production			
1	INS-0412-002	Intelligent Notification Standard Edition Includes <ul style="list-style-type: none"> • 500 Users (Administrators, Initiators, Recipients) • Unlimited Divisions with Role Manager/Access Control • Access to Global Shared Telephony Port Pool (with Least Cost Routing) • Choice of two Standard Text-To-Speech Languages "TTS" - US&UK English, French, German, Spanish, Dutch, Japanese, Arabic, Mandarin Chinese, Brazilian Portuguese, Russian, Swedish, Korean, Italian, Turkish (additional languages available, setup fees may apply) • International Recipient Toll-Free Retrieval in 30+ Countries (available only to Customers hosted in the US datacenters) • Access to Shared BlackBerry PIN to PIN Port Pool • SDK (in WebServices API and WSDL, inConsole Command Line Interface) • Access to Unlimited Web-based Remote Training • Up to 2 Seats Annually at MIR3 Customer Experience Training Program - 3-Day Administrator and Initiator Certification Training at MIR3 Facility • Standard UI Branding (logo placement) & URL http://YOUR_COMPANY_NAME.mir3.com 	\$15,000.00
1	INSOSD-0715	Subdivisions	\$3,000.00
1	INSAP-0309-01	Account Portal	\$4,000.00
1	INSIC-0412-01	DataSync Flat File	\$4,000.00
1	INGIS-0412	GIS with NOAA Weather Alerts	\$4,000.00
1	INMAE-1212	Intelligent Notification Mobile	\$2,000.00
Development/QA			
1	INS-0412-002	Intelligent Notification Standard Edition Includes <ul style="list-style-type: none"> • 500 Users (Administrators, Initiators, Recipients) • Unlimited Divisions with Role Manager/Access Control • Access to Global Shared Telephony Port Pool (with Least Cost Routing) • Choice of two Standard Text-To-Speech Languages "TTS" - US&UK English, French, German, Spanish, Dutch, Japanese, Arabic, Mandarin Chinese, Brazilian Portuguese, 	\$3,000.00

QTY	PART NUMBER	DESCRIPTION OF SOFTWARE	ANNUAL PRICE
		Russian, Swedish, Korean, Italian, Turkish (additional languages available, setup fees may apply) <ul style="list-style-type: none"> • International Recipient Toll-Free Retrieval in 30+ Countries (available only to Customers hosted in the US datacenters) • Access to Shared BlackBerry PIN to PIN Port Pool • SDK (inWebServices API and WSDL, inConsole Command Line Interface) • Access to Unlimited Web-based Remote Training • Standard UI Branding (logo placement) & URL http://YOUR_COMPANY_NAME.mir3.com 	

Annual Subscription Subtotal: \$35,000.00
Government Discount (Refer to Section 5): \$14,000.00
Subscription Total - 2 Year: * \$21,000.00

* Annual Subscription Total above does not include \$5,000.00 for one-time setup fees. See Item 1 below in the Cost Breakdown Explanations.

**Variations to the scenario (number of users and messages) will be priced according to the pricing formula used in providing the prices above.

SCENARIO #2: ** 5,000 users, 250 messages/yr, 85,000 domestic phone message units, 20,000 text messages, 5,000 fax messages, 200,000 email message units (refer to Section 4, 7, & 10 in the Cost Breakdown Explanations below).

SOFTWARE SUBSCRIPTION

QTY	PART NUMBER	DESCRIPTION OF SOFTWARE	ANNUAL PRICE
Production			
1	INS-0412-002	Intelligent Notification Standard Edition Includes <ul style="list-style-type: none"> • 500 Users (Administrators, Initiators, Recipients) • Unlimited Divisions with Role Manager/Access Control • Access to Global Shared Telephony Port Pool (with Least Cost Routing) • Choice of two Standard Text-To-Speech Languages "TTS" - US&UK English, French, German, Spanish, Dutch, Japanese, Arabic, Mandarin Chinese, Brazilian Portuguese, Russian, Swedish, Korean, Italian, Turkish (additional languages available, setup fees may apply) • International Recipient Toll-Free Retrieval in 30+ Countries (available only to Customers hosted in the US datacenters) • Access to Shared BlackBerry PIN to PIN Port Pool • SDK (inWebServices API and WSDL, inConsole Command Line Interface) • Access to Unlimited Web-based Remote 	\$15,000.00

QTY	PART NUMBER	DESCRIPTION OF SOFTWARE	ANNUAL PRICE
		Training <ul style="list-style-type: none"> Up to 2 Seats Annually at MIR3 Customer Experience Training Program - 3-Day Administrator and Initiator Certification Training at MIR3 Facility Standard UI Branding (logo placement) & URL http://YOUR_COMPANY_NAME.mir3.com 	
1	INSU-0911-5K	Additional User Pack—5,000	\$11,000.00
1	INSOSD-0715	Subdivisions	\$3,000.00
1	INSAP-0309-01	Account Portal	\$4,000.00
1	INSIC-0412-01	DataSync Flat File	\$4,000.00
1	INGIS-0412	GIS with NOAA Weather Alerts	\$4,000.00
1	INMAE-1212	Intelligent Notification Mobile	\$2,000.00
Development/QA			
1	INS-0412-002	Intelligent Notification Standard Edition Includes <ul style="list-style-type: none"> 500 Users (Administrators, Initiators, Recipients) Unlimited Divisions with Role Manager/Access Control Access to Global Shared Telephony Port Pool (with Least Cost Routing) Choice of two Standard Text-To-Speech Languages "TTS" - US&UK English, French, German, Spanish, Dutch, Japanese, Arabic, Mandarin Chinese, Brazilian Portuguese, Russian, Swedish, Korean, Italian, Turkish (additional languages available, setup fees may apply) International Recipient Toll-Free Retrieval in 30+ Countries (available only to Customers hosted in the US datacenters) Access to Shared BlackBerry PIN to PIN Port Pool SDK (in WebServices API and WSDL, inConsole Command Line Interface) Access to Unlimited Web-based Remote Training Standard UI Branding (logo placement) & URL http://YOUR_COMPANY_NAME.mir3.com 	\$3,000.00

Annual Subscription Subtotal: \$46,000.00
Government Discount (Refer to Section 5): \$18,400.00
Annual Subscription Total : * \$27,600.00

* Annual Subscription Total above does not include \$5,000.00 for one-time setup fees. See Item 1 below in the Cost Breakdown Explanations.

**Variations to the scenario (number of users and messages) will be priced according to the pricing formula used in providing the prices above.

SCENARIO #3: ** 25,000 users, 1,000 messages/yr, 95,000 domestic phone message units, 4,000 text messages, 1,000 fax messages, 500,000 email message units (refer to Section 4, 7, & 10 in the Cost Breakdown Explanations below).

SOFTWARE SUBSCRIPTION

QTY	PART NUMBER	DESCRIPTION OF SOFTWARE	ANNUAL PRICE
Production			
1	INS-0412-002	Intelligent Notification Standard Edition Includes <ul style="list-style-type: none"> • 500 Users (Administrators, Initiators, Recipients) • Unlimited Divisions with Role Manager/Access Control • Access to Global Shared Telephony Port Pool (with Least Cost Routing) • Choice of two Standard Text-To-Speech Languages "TTS" - US&UK English, French, German, Spanish, Dutch, Japanese, Arabic, Mandarin Chinese, Brazilian Portuguese, Russian, Swedish, Korean, Italian, Turkish (additional languages available, setup fees may apply) • International Recipient Toll-Free Retrieval in 30+ Countries (available only to Customers hosted in the US datacenters) • Access to Shared BlackBerry PIN to PIN Port Pool • SDK (in WebServices API and WSDL, inConsole Command Line Interface) • Access to Unlimited Web-based Remote Training • Up to 2 Seats Annually at MIR3 Customer Experience Training Program - 3-Day Administrator and Initiator Certification Training at MIR3 Facility • Standard UI Branding (logo placement) & URL http://YOUR_COMPANY_NAME.mir3.com 	\$15,000.00
1	INSU-0911-25K	Additional User Pack—25,000	\$31,250.00
1	INSOSD-0715	Subdivisions	\$3,000.00
1	INSAP-0309-01	Account Portal	\$4,000.00
1	INSIC-0412-01	DataSync Flat File	\$4,000.00
1	INGIS-0412	GIS with NOAA Weather Alerts	\$4,000.00
1	INMAE-1212	Intelligent Notification Mobile	\$2,000.00
Development/QA			
1	INS-0412-002	Intelligent Notification Standard Edition Includes <ul style="list-style-type: none"> • 500 Users (Administrators, Initiators, Recipients) • Unlimited Divisions with Role Manager/Access Control • Access to Global Shared Telephony Port Pool (with Least Cost Routing) • Choice of two Standard Text-To-Speech Languages "TTS" - US&UK English, French, German, Spanish, Dutch, Japanese, Arabic, Mandarin Chinese, Brazilian Portuguese, Russian, Swedish, Korean, Italian, Turkish (additional languages available, setup fees may apply) • International Recipient Toll-Free Retrieval in 30+ Countries (available only to Customers 	\$3,000.00

QTY	PART NUMBER	DESCRIPTION OF SOFTWARE	ANNUAL PRICE
		hosted in the US datacenters) <ul style="list-style-type: none"> • Access to Shared BlackBerry PIN to PIN Port Pool • SDK (in WebServices API and WSDL, inConsole Command Line Interface) • Access to Unlimited Web-based Remote Training • Standard UI Branding (logo placement) & URL http://YOUR_COMPANY_NAME.mir3.com 	

Annual Subscription Subtotal: \$66,250.00
Government Discount (Refer to Section 5): \$26,500.00
Annual Subscription Total: * \$39,750.00

* Annual Subscription Total above does not include \$5,000.00 for one-time setup fees. See Item 1 below in the Cost Breakdown Explanations.

**Variations to the scenario (number of users and messages) will be priced according to the pricing formula used in providing the prices above.

ONSOLVE, LLC (formerly MIR3) COST BREAKDOWN EXPLANATIONS

MIR3's cost breakdown explanations are as follows:

1. Setup Costs:

Scenario	Year 1	Year 2
Scenario 1 – 500 Users	\$5,000	\$0
Scenario 2 – 5,500 Users	\$5,000	\$0
Scenario 3 – 25,500 Users	\$5,000	\$0

2. Cost Per Notification Event:

Refer to Item 10 below for a breakdown of cost per notification event, by notification method.

3. Approximate Cost Per User*:

Scenario	Year 1	Year 2
Scenario 1 – 500 Users	\$42.00	\$42.00
Scenario 2 – 5,500 Users	\$5.02	\$5.02
Scenario 3 – 25,500 Users	\$1.56	\$1.56

*The approximate cost per user is calculated as follows: Annual Subscription Fee (excluding "Setup Fee")/User Quantity.

4. Fixed cost for unlimited usage on a yearly basis:

The proposed solution offers unlimited use for notifications to discrete users with contact information uploaded to the system. However, use of the MIR3 system is subject to fees for Telephony, SMS (text messages) and Fax ("Transaction Fees") as these modalities have a cost associated with them by third party carriers. Our Subscription Fees include an Annual Transaction Fee Credit of \$3,000, \$6,000, and \$6,000 for Scenario 1, 2, and 3 respectively. Unused credits do not roll over year to year.

Refer to Item 10 below for a breakdown of cost by notification method.

NOTE: The costs associated with each user count scenario relates to contact information for discrete users that reside in the MIR3 system. An alternate method for using the MIR3 solution to send notifications to individuals whose contact information is not stored in the system is via a web services API call. Users notified in this manner are referred to as "API Recipients". MIR3 pricing for utilizing the API method of notification is based on the maximum number of individuals stored in the source database. As such, a separate cost/pricing structure than the one outlined above would apply under a licensing agreement for any users notified via an API call.

5. Any multi-year discounts:

The proposed subscription fees reflect a 40% discount off our normal and customary subscription fees. Additional multi-year incentives have been included in the form of the increased transaction fee credits.

6. Ongoing costs for support maintenance, and software upgrades:

The annual subscription fees for the proposed SaaS solution includes 24x7x365 support and maintenance. Standard upgrades/releases are included in the annual subscription fee. We do reserve the right to release new features for which additional fees may be required.

Any custom upgrades that may be requested, would be covered under a Statement of Work, on a request basis. MIR3 Professional Services team would conduct a business requirements discussion to define the specific need.

7. Cost per minute or block of minutes:

Use of the MIR3 system is subject to fees for Telephony, SMS (text messages) and Fax ("Transaction Fees") as these modalities have a cost associated with them by third party carriers. However, our Subscription Fees include an Annual Transaction Fee Credit of \$3,000, \$6,000, and \$6,000 for Scenario 1, 2, and 3 respectively. Unused credits do not roll over year to year.

Refer to Item 10 below for a breakdown of cost per minute, by notification modality.

8. Training costs, initial and ongoing:

MIR3 offers various training options as follows:

Online Training Options

1. Unlimited access to weekly, online webinar training sessions with a live instructor. - *No Cost.*
2. Unlimited access to on-demand video tutorials on selected common topics - *No Cost.*
3. Remote, web/teleconference, two-hour sessions for up to 25 students - \$750 per student.

Location-Based Training Options

MIR offers optional, custom on-site certification training with the curriculum developed in consultation with the customer at \$3,000 per day (add \$2,000 for international sessions), plus expenses.

In addition to the on-site training at the customer location, MIR3 offers a Customer Experience Training Program, three-day Administrator and Initiator certification training at MIR3 headquarters in San Diego, CA for \$2,000 per student. (2 seats, annually, are included at no cost with our proposal.)

9. Any other services and corresponding costs being submitted under this RFP:

Upon request, MIR3 Support Staff are available 24 x 7 x 365 to initiate a notification on the customer's behalf for a fee of \$300 per occurrence. Notification initiation by the customer occurs at no cost – applicable transaction fees apply.

10. Transaction Fees:

Use of the MIR3 System is subject to Telephony, SMS (text messages) and Fax ("Transaction Fees") as these modalities have a cost associated with them by third party carriers.

Transaction Fees (in excess of the credit amount) will be billed on a calendar quarterly basis as follows:

- Telephony Notifications will be billed based on the rates from the originating datacenter to the Recipient destination. Rates are per minute billed in 6-second increments with a 30-second minimum.
 - Call Bridging and/or call forwarding is billed per minute, per line based on the connected destinations.
 - The Expedited Delivery option, if selected by the Initiator when creating Notifications, allocates at 4 times the capacity (up to the purchased port capacity) then allocated for a standard Notification and will be billed at 40% more per minute than the standard telephony Transaction rates.
- Short Message Service (SMS) Notifications will be billed per message based on the Recipient's location.

- SMS charges are per SMS message; lengthy notifications (approximately 130 characters – may vary by carrier) that are broken into multiple SMS messages will incur multiple charges, one charge for each message; response via DMD will also incur charges, one charge for each response.
 - SMS is not available for all countries. Please see your sales rep for a current SMS coverage list.
 - Facsimile Notifications will be billed per page based on the rates listed below.
 - Email and text pager (non-TAP Pager) Notifications will be sent at no charge.
- Pricing for international transaction fees are subject to change with 30 days written notice to Customer

Telephony (outbound) Transaction Fees – Originating US Datacenter	Price
Telephony (per minute) US	\$0.05
Telephony (per minute) Canada	\$0.10
Telephony (per minute) All Other Countries	Request List

Telephony (outbound) Transaction Fees – Originating Europe Datacenter	Price
Telephony (per minute) UK	\$0.02
Telephony (per minute) UK O2, Orange T-Mobile, Vodaphone	\$0.23
Telephony (per minute) UK Other Mobile	\$0.45
Telephony (per minute) US	\$0.06
Telephony (per minute) Canada	\$0.04
Telephony (per minute) All Other Countries	Request List

Telephony (inbound, Recipient Toll-Free) Transaction Fees – US Datacenter	Price
Telephony (per minute) US	\$0.05
Telephony (per minute) Canada	\$0.10
Telephony (per minute) UK	\$0.20
Telephony (per minute) Available Other Countries	Request List

Non-Telephony Transaction Fees – Originating US or Europe Datacenter	Price
Facsimile (per page) US	\$0.20
Facsimile (per page) Canada	\$0.20
Facsimile (per page) All Other Countries	\$1.10
SMS (per message) US	\$0.03
SMS (per message) UK	\$0.07
SMS (per message) All Other Countries	Request List
Email & Text Pager (non-TAP) (per message)	No Charge

ONSOLVE SERVICE LEVEL AGREEMENT - ENTERPRISE

This Service Level Agreement (this “SLA”) applies to the following OnSolve Subscription Services: SWN, MIR3 and OnSolve Platform. Capitalized terms used but not defined in this SLA shall have the meanings ascribed to them in OnSolve’s General Terms and Conditions - Enterprise available on its website, or any similar agreement negotiated between OnSolve and its customer.

1. PERCENTAGE AVAILABILITY

The Subscription Services shall be available 99.99% of the time during each month of the applicable Term, excluding Excusable Downtime.

2. ERROR PRIORITY CLASSIFICATION

An “Error” is a failure of the Subscription Services to materially conform to the Documentation, excluding a nonconformity resulting from Customer’s misuse, improper use, or unauthorized change to the Subscription Services. Errors are classified in Table B below.

Table B

Error Classification	Impact
Severity 1	Inability to (i) access the User Interface or (ii) send an Alert across every Subscription Service modality provided (SMS, voice email and others, if provided).
Severity 2	Inability to send an Alert across a specific Subscription Service modality or experiencing an issue for which a work around does not exist.
Severity 3	Any minor errors or bugs related to the Subscription Services.

3. ERROR RESPONSE

- e. Error Classification. Upon notification by customer of the occurrence of an Error, OnSolve shall use commercially reasonable efforts to promptly resolve it. Response to customer regarding the reported Error shall be as specified in Table C below.

Table C

Error Classification	Initial Response	Ongoing Communications
Severity 1	Within one (1) hour – acknowledgment & assignment provided 24/7/365	Updates on remedial measures at least every four (4) hours (or sooner if available) after the problem has been reported and until it is mitigated.
Severity 2	Within four (4) hours – acknowledgement & assignment provided 24/7/365	Updates on remedial measures at least every business day after the problem has been reported and until it is mitigated.
Severity 3	Within eight (8) hours – acknowledgement & assignment during normal business hours M-F as designated on OnSolve’s website	Updates provided as work progresses.

- f. Customer Obligations. Customer shall (i) have properly trained its personnel in the use of the Subscription services, (ii) promptly report any Error it discovers, (iii) provide OnSolve with sufficient information to locate and reproduce the Error and (iv) reasonably cooperate with OnSolve in connection with OnSolve’s efforts to resolve any Error.
- g. Root Cause Analysis. If, during any calendar month, the Subscription Services experience a Severity 1 Error, upon receipt of written request from Customer, OnSolve shall deliver to Customer within ten (10) business days after the close of the month, a summary analysis of (i) the root cause of the issue experienced during such month and (ii) the action being taken to address that issue.

4. CUSTOMER SUPPORT AND SERVICES

All communication from Customer to OnSolve shall be through a Customer Support Representative (“CSR”) or through OnSolve’s live 24/7/365 Customer Support team. Customer support hours of operation and contact information is available on OnSolve’s website at <https://www.onsolve.com/resources/support/>.

5. DEFINITIONS

The following terms shall have the meaning set forth below:

- h. “Customer Event” means Customer’s inability to access the Subscription Services due to a failure of a Customer network or system (including Customer’s Internet connection), failure of any Customer equipment necessary to access the Subscription Services, or a force majeure event affecting Customer.
 - i. “Downtime” for a particular month means the total number of minutes during such month that the Subscription Services were experiencing a Severity 1 Error, excluding any Excusable Downtime.
 - j. “Excusable Downtime” for a particular month means the total number of minutes during such month that the Subscription Service was offline resulting from (i) Scheduled Maintenance and other planned service outages, (ii) a Customer Event, and (ii) any unavailability caused by circumstances beyond OnSolve’s reasonable control, including but not limited to force majeure events, Internet or telephony service provider failure or delay, or denial of service attack.
 - k. “Scheduled Maintenance” means planned maintenance on the Subscription Services.
-

ONSOLVE, LLC (formerly SWN COMMUNICATIONS) – CONTRACT 176950 (formerly 110504)

PRICING:

Scenario #1: 500 users
 100 messages/yr
 40,000 domestic phone message units
 8,000 texts
 2,000 fax messages
 50,000 email message units

Service Term (Years) On-Demand Notification Service	1 Year Unlimited
Notification Activation Fee:	\$0.00
Number of Contacts:	500
Annual Cost Per Contact:	\$10.00
Annual Notification Subscription Fee:	\$5,000.00
1-Year Cost for Notification:	\$5,000.00
Total Cost for Notification:	\$5,000.00

Service Term (Years) On-Demand Notification Service	3 Year Unlimited
Notification Activation Fee:	
Number of Contacts:	500
Annual Cost Per Contact:	\$10.00
Annual Notification Subscription Fee:	\$5,000.00
3-Year Cost for Notification:	\$15,000.00
Total Cost for Notification:	\$15,000.00
Multi-year discount (3-year term)	3%
Multi-year discount pay up front (3 year term)	8%
Multi-year discount (5-year term)	10%
Multi-year discount pay up front (5 year term)	15%

Scenario #2: 5,000 users
 250 messages/yr
 85,000 domestic phone message units
 20,000 text messages
 5,000 fax messages
 200,000 email message units

Service Term (Years) On-Demand Notification Service	1 Year Unlimited
Notification Activation Fee:	\$0.00
Number of Contacts:	5,000
Annual Cost Per Contact:	\$3.50
Annual Notification Subscription Fee:	\$17,500.00
1-Year Cost for Notification:	\$17,500.00
Total Cost for Notification:	\$17,500.00

Service Term (Years) On-Demand Notification Service	3 Year Unlimited
Notification Activation Fee:	\$0.00
Number of Contacts:	5,000
Annual Cost Per Contact:	\$3.50
Annual Notification Subscription Fee:	\$17,500.00

Service Term (Years) On-Demand Notification Service	3 Year Unlimited
3-Year Cost for Notification:	\$52,500.00
Total Cost for Notification:	\$52,500.00
Multi-year discount (3 Year Term)	3%
Multi-year discount pay up front (3 Year Term)	8%
Multi-year discount (5 Year Term)	10%
Multi-year discount pay up front (5 Year Term)	15%

Scenario #3: 25,000 users
 1,000 messages/yr
 95,000 domestic phone message units
 4,000 text messages
 1,000 fax messages
 500,000 email message units

Service Term (Years) On-Demand Notification Service	1 Year Unlimited
Notification Activation Fee:	\$0.00
Number of Contacts:	25,000
Annual Cost Per Contact:	\$2.00
Annual Notification Subscription Fee:	\$50,000.00
1-Year Cost for Notification:	\$50,000.00
Total Cost for Notification:	\$50,000.00

Service Term (Years) On-Demand Notification Service	3 Year Unlimited
Notification Activation Fee:	\$0.00
Number of Contacts:	25,000
Annual Cost Per Contact:	\$2.00
Annual Notification Subscription Fee:	\$50,000.00
3-Year Cost for Notification:	\$150,000.00
Total Cost for Notification:	\$150,000.00
Multi-year discount (3 Year Term)	3%
Multi-year discount pay up front (3 Year Term)	8%
Multi-year discount (5 Year Term)	10%
Multi-year discount pay up front (5 Year Term)	15%

***Variations to the scenarios (number of users and messages) will be priced according to the pricing formula used in providing the prices above.**

SWN Premium Services:

Mobile Licenses (Unlimited)	Open Market Pricing
Self-Registration	Open Market Pricing
SWN Direct	Open Market Pricing
Multi-Languages	Open Market Pricing
IPAWS Compatibility	Open Market Pricing
Virtual Training	Open Market Pricing
On-Site Training *	\$1,500.00/day

* On-site training: \$1,500/day for SWN training associate to train on-site. Travel and Expenses not included and are the responsibility of the customer.

FAX MODALITY PRICING

Fax is a pay-per-use modality.

Zone	Price per Page	Destination
A	\$0.25	U.S.A. (including Alaska and Hawaii), Canada. Andorra, Argentina, Australia, Austria, Belgium, Brazil, Chile, China, Christmas Island, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Liechtenstein, Luxembourg, Malaysia, Monaco, Netherlands, New Zealand, Norway, Poland, Portugal, Puerto Rico, San Marino, Singapore, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Thailand, Taiwan, United Kingdom, Venezuela.
B	\$0.50	Albania, Algeria, Angola, Antigua & Barbuda, Armenia, Aruba, Azerbaijan, Benin, Botswana, Brunei, Burkina Faso, Bulgaria, Columbia, Congo, Costa Rica, El Salvador, French Guinea, Gabon, Georgia, Ghana, Guadeloupe, India, Indonesia, Iran, Jordan, Kuwait, Lebanon, Macao, Malawi, Malta, Martinique, Mexico, Moldova, Morocco, Namibia, Peru, Philippines, Reunion Island, Romania, Russia, Rwanda, Serbia, Togo, Tunisia, Turkey, Turkmenistan, Uganda, Ukraine, Zambia, Zimbabwe.
C	\$0.75	Antarctica, Bangladesh, Barbados, Belarus, Bolivia, Bosnia and Herzegovina, Burundi, Cameroon, Central African Republic, Congo-Republic democ. (Zaire), Ecuador, Egypt, Greenland, Guatemala, Ivory Coast, Kenya, Liberia, Lithuania, Macedonia, Mali, Mayotte, Mongolia, Mozambique, Netherlands Antilles, New Caledonia, Niger Republic, Oman, Panama, Paraguay, Qatar, Saudi Arabia, Senegal, United Arab Emirates, Vietnam.
D	\$1.00	Belize, Bhutan, Cape Verde Islands, Chad, Comoros, Djibouti, Fiji Island, French Polynesia, Gambia, Guinea Equatorial, Guyana, Haiti, Honduras, Laos, Latvia, Madagascar, Mauritania, Mauritius, Nicaragua, Nigeria, Pakistan, Papua New Guinea, Pitcairn Island, Seychelles, Sri Lanka, Sudan, Surinam, Tanzania, Uruguay, Yemen.
E	\$1.50	Afghanistan, Ascension Island, Cambodia, Cook Island, Eritrea, Ethiopia, Falkland Island, Guam (Mariana Islands), Guinea Bissau, Kiribati, Lesotho, Maldives, Marshall Islands, Micronesia, Myanmar, Nepal, Nauru, North Korea, Saint Helena, Samoa Occidentals, Sierra Leone, Solomon Islands, Somalia, Swaziland, Syria, Tonga, Tuvalu, Vanuatu.
F	\$5.00	Cuba, Iraq, Cellular phones.
G	\$20.00	All Satellites (including Inmarsat, International Maritime Satellite), Cuba-Cellular.

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- p. "Downtime" for a particular month means the total number of minutes during such month that the Subscription Services were experiencing a Severity 1 Error, excluding any Excusable Downtime.
- q. "Excusable Downtime" for a particular month means the total number of minutes during such month that the Subscription Service was offline resulting from (i) Scheduled Maintenance and other planned service outages, (ii) a Customer Event, and (ii) any unavailability caused by circumstances beyond OnSolve's reasonable control, including but not limited to force majeure events, Internet or telephony service provider failure or delay, or denial of service attack.
- r. "Scheduled Maintenance" means planned maintenance on the Subscription Services.