



City Council Meeting

Holly Springs Public Safety Building, Council Chambers
3235 Holly Springs Pkwy. Holly Springs, GA 30115
Monday, March 3, 2025 | 6:30 PM

Ryan P. Shirley, Mayor

Michael Roy Zenchuk II, Mayor Pro Tem, Ward 3

Kyle Whitaker, Ward 1 | Dee Phillips, Ward 2 | Kevin Moore, Ward 4 | Jeff Wilbur, Ward 5

AGENDA

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

"Veterans of U.S. military services may proudly salute the flag while not in uniform based on a change in the governing law on 25 July 2007."

III. INVOCATION

IV. PRESENTATIONS

- A. Employee Recognitions - General Instructor Certification
 - Corporal Billy Greer
 - Officer James Hood
 - Detective Annie Maryska

V. PUBLIC COMMENTS

VI. CONSENT AGENDA

- A. February 24, 2025 City Council Meeting minutes

VII. OLD BUSINESS

VIII. NEW BUSINESS

- A. Intergovernmental Agreement between the City of Holly Springs, Georgia and Cherokee County to provide resurfacing and road repairs for various roads in the City of Holly Springs.
- B. Change order #3 from Ohmshiv Construction, LLC for the Holly Springs Parkway @ Fox Creek Dr. Intersection Improvements and Sidewalk Project (RFB # 2024-03), in an amount not to exceed \$3,250.00.

- C. Resolution of the City of Holly Springs, Georgia to support the creation of the Cherokee Regional Land Bank Authority.
- D. Adoption of the Georgia Department of Transportation (GDOT) Procurement Policy for the Procurement, Management and Administration of Engineering and Design-Related Consultant Services.
- E. Confirmation of Understanding and Agreement to follow all policies and procedures related to the procurement of engineering and design as per 23 CFR 172.
- F. Addendum between T-Mobile USA, Inc. and the City of Holly Springs, Georgia, for Ooma Airdial to provide products and services for seven (7) POTS (plain old telephone service) lines and to include the Sourcewell Enrollment Agreement.

IX. REPORTS

- A. Monthly Departmental Reports

X. ADJOURNMENT

XI. EXECUTIVE SESSION

- A. Litigation

**City of Holly Springs
City Council Meeting Minutes
February 24, 2025**

Elected Officials Present: Mayor Ryan P. Shirley, Mayor Pro Tem Michael Roy Zenchuk II, Councilwoman Dee Phillips, Councilman Kyle Whitaker, and Councilman Jeff Wilbur.

Elected Officials Not Present: Councilman Kevin Moore.

Staff Present: City Attorney Robert M. "Bobby" Dyer, City Manager Robert H. Logan, Assistant City Manager/City Clerk Karen Norred, Finance Director Denise Lamazares, Communications & External Affairs Director Erin Honea, Community Development Director Nancy Moon, Court Administrator Donna Sanders, Court Clerk Kaitlyn Smykun, Assistant City Clerk/Records Manager Lou Stewart, Chief Tommy Keheley, Deputy Chief Greg Clyburn, Accounting Specialist Becky Bruce, Accountant Dana McKinzie, IT/Facilities Manager Ron Carter, Director of Probation Christine Davis, Captain Casey Barton, Lieutenant Naveed Babar, Sergeant Scott Staber, Sergeant Michael Adams, Sergeant Scott Ryder, Sergeant Megan Yeager, Corporal Brandon Boyce, Corporal Billy Greer, Officer Matthew Rice, Officer Frank James, Officer Brendan Creegan, Officer Riley Landry, Officer Michael Stearnes, Officer Nicholas Hoskins, Officer Eric Bastress, Officer James Hood, and Judge Darrell Caudill.

I. CALL TO ORDER

Mayor Shirley called the City Council Meeting to order.

II. PLEDGE OF ALLEGIANCE

Mayor Shirley led the Pledge of Allegiance.

III. INVOCATION

Mayor Pro Tem Zenchuk gave the invocation.

IV. PRESENTATIONS

- A. Employee Recognition - Ten Years of Service
Officer Brendan Creegan

Employee Recognitions - Five Years of Service
Kaitlyn Smykun
Sergeant Scott Staber
Corporal Brandon Boyce
Corporal James Lenahan

Employee Recognitions - One Year of Service
Officer Michael Stearnes
Officer Matthew Rice

- B. Employee Awards
2024 Employee of the Year – Dana McKinzie
2024 Distinguished Service – Oma Lou Stewart
2024 Officer of the Year – Sergeant Scott Staber
2024 Bob Fuller Leadership – Donna Sanders

C. Arbor Day Proclamation

D. Cherokee County SS4A Safety Action Plan - Ansley Belton, AICP

Ms. Ansley Belton gave a brief overview of the Cherokee County SS4A Safety Action Plan.

V. PUBLIC COMMENTS

Mr. Doug Hocker, owner of Douglas Outdoors, LLC. stated his concerns with the city's bidding process.

VI. CONSENT AGENDA

A. February 3, 2025 City Council Meeting Minutes

Mayor Pro Tem Zenchuk made a motion to approve the consent agenda. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

VII. OLD BUSINESS

VIII. NEW BUSINESS

A. Resolution authorizing the adoption of a Vision Zero policy pursuant to the federal Safe Streets and Roads for All (SS4A) Action Plan Grant and Safety Action Plan.

Mayor Pro Tem Zenchuk made a motion to approve Item A. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

B. Ordinance to amend Chapter 66 - Streets, Sidewalks and Other Public Places of the Official Code of the City of Holly Springs, Georgia to amend Article VI - Utility Accommodations in its entirety.

Councilwoman Phillips made a motion to approve Item B. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

C. Resolution of the City of Holly Springs, Georgia to amend the Municipal Services Master Fee Schedule for Public Right-of-Way Use Applications.

Councilwoman Phillips made a motion to approve Item C. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

D. Memorandum of Understanding between the City of Holly Springs, Georgia and the Cherokee County Board of Tax Assessors to implement procedural property tax changes outlined in HB 581.

Mayor Pro Tem Zenchuk made a motion to approve Item D. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- E. Change order number 16 from Vertical Earth, Inc. for the City of Holly Springs Town Center Parking Deck RFB # 2021-02, in an amount not to exceed \$5,126 and to ratify the City Manager's signature.

Councilwoman Phillips made a motion to approve Item E. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- F. Quote dated January 22, 2025, from Triad Building Solutions, LLC for the installation of 26-gauge prefinished color standing seam metal roofing with ice and water shields, 6" box style gutters, and 4" box style downspouts on Towers A and B in the Holly Springs Town Center Parking Deck, in an amount not to exceed \$19,788.75.

Mayor Pro Tem Zenchuk made a motion to approve Item F. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- G. Quote #2343 dated February 4, 2025, from Ecua Builders, Inc. for the installation of fascia, soffit, and decorative brackets in towers A and B of the Holly Springs Town Center Parking Deck, in an amount not to exceed \$24,762.80.

Mayor Pro Tem Zenchuk made a motion to approve Item G. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- H. Quote #QME- COHS from ST Metal Works, Inc. for the installation of ornamental metal rails in the stairwells of Towers A and B of the Holly Springs Town Center Parking Deck, in an amount not to exceed \$67,500.

Councilwoman Phillips made a motion to approve Item H. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- I. Change order #1 from Summit Construction & Development, LLC for Holly Springs Parkway Widening Project, Phase III - City Hall Expanded Parking Lot (RFB# 2024-02), in an amount not to exceed \$1,117,983.10.

Mayor Pro Tem Zenchuk made a motion to approve Item I. Councilman Wilbur seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- J. Award the Holly Springs City-Wide Sidewalk Repair and Street Tree Removal Project (RFB #2024-11) to Smiles Tree & Waste Services, LLC., in an amount not to exceed \$60,000 and authorize the Mayor to execute the agreement between the City of Holly Springs, Georgia and Smiles Tree & Waste Services, LLC.

Mayor Pro Tem Zenchuk made a motion to approve Item J. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- K. Proposal from Cook's Pest Control for monthly pest control services at the building located at 220 Stringer Road, Holly Springs, Georgia 30115.

Councilman Wilbur made a motion to approve Item K. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- L. Proposal from Cook's Pest Control to install a subterranean termite control Sentricon System at the building located at 220 Stringer Road, Holly Springs, Georgia 30115.

Mayor Pro Tem Zenchuk made a motion to approve Item L. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- M. Quote #1022658v1 from Encore Technology Group for the purchase of telephone equipment, in an amount not to exceed \$4,715.00.

Mayor Pro Tem Zenchuk made a motion to approve Item M. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- N. CloudVoice Service Agreement between Encore Technology Group and the City of Holly Springs, Georgia to replace the city's current telephone service.

Councilman Whitaker made a motion to approve Item N. Councilwoman Phillips seconded the motion. Motion carried. Yes 0, No 0, Abstained 0.

- O. Agreement #3120298 from Great America Financial Services to renew the existing lease on two (2) multifunction copiers/printers in the Public Safety building for an additional thirty-six (36) months.

Councilwoman Phillips made a motion to approve Item O. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

- P. Proposal #30686 from Duplicating Products concerning printing costs for two (2) multifunction copiers/printers in the Public Safety building for an additional thirty-six (36) months.

Councilwoman Phillips made a motion to approve Item P. Mayor Pro Tem Zenchuk seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

IX. REPORTS

No comments were made on the monthly reports.

Mayor Pro Tem Zenchuk congratulated award recipients Donna Sanders and Lou Stewart.

X. ADJOURNMENT

Mayor Pro Tem Zenchuk made a motion to adjourn the meeting. Councilwoman Phillips seconded the motion. Motion carried. Yes 4, No 0, Abstained 0.

Respectfully submitted.

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.A.



FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: March 3, 2025

AGENDA ITEM: Intergovernmental Agreement between the City of Holly Springs, Georgia and Cherokee County to provide resurfacing and road repairs for various roads in the City of Holly Springs.

EXECUTIVE SUMMARY:

Intergovernmental Agreement between the City of Holly Springs, Georgia and Cherokee County to provide resurfacing and road repairs for various roads in the City of Holly Springs.

FISCAL IMPACT:

Cost Estimate of \$624,468.47

ATTACHMENTS:

1. Cherokee County IGA - 2025 Resurfacing Project
2. 2025 Resurfacing - City of Holly Springs - Exhibit A

RECOMMENDATION:

The staff recommendation is approval of the Intergovernmental Agreement.

CONCURRENCES:

Finance and Administration

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

**INTERGOVERNMENTAL AGREEMENT
FOR CHEROKEE COUNTY
TO PROVIDE RESURFACING AND ROAD REPAIRS FOR
VARIOUS ROADS IN THE CITY OF HOLLY SPRINGS**

THIS AGREEMENT entered into between the City of Holly Springs, Georgia, a municipal corporation, lying wholly within Cherokee County, Georgia, hereinafter referred to as the “City,” and Cherokee County, a political subdivision of the State of Georgia, hereinafter referred to as the “County.”

WITNESSETH

WHEREAS, the County plans on the repair and resurfacing of various roads during its 2025 Resurfacing Program project and the City also desires to provide such repair and resurfacing work within the City, more specifically as depicted and summarized on Exhibit “A” attached hereto; and

WHEREAS, the City and County are authorized by Art. IX, Sec. III, Par. 1 of the Constitution of the State of Georgia to enter into such an agreement.

NOW, THEREFORE, in consideration of the premises contained herein, the sufficiency of which is hereby acknowledged, it is hereby agreed by the City and the County as follows;

1.

SERVICES; FEES

1.1 The County, through its 2025 Resurfacing Program, shall include the resurfacing and road repair work for the various City roads depicted in “Exhibit A” for a distance totaling 1.641 miles (the “Work”).

1.2 The City, shall reimburse the County for the work completed in “Exhibit A”, in accordance with the amount of work actually completed, per unit prices provided by the

County's contractor, through its 2025 Roadway Program contract. (The estimated cost of that work is \$624,468.47)

1.3 The City shall, during the resurfacing work and within forty-eight (48) hours of the County's completion of the Work:

- a) Conduct an inspection of the Work; and
- b) Notify the County in writing of any deficiencies in the Work revealed by such inspection.

The County shall address any such deficiencies with its contractor in a timely manner and to the reasonable satisfaction of the City. Thereafter, the County shall have no continued obligation to the City whatsoever regarding the Work, including but not limited to any obligation of monitoring or maintenance of the Work, other than the contractor's specified maintenance period, and the City shall assume all responsibility for maintenance and monitoring of the Work.

1.4 The City shall reimburse the County for the work actually completed in the amount equal to \$624,468.47, and based on the amount of work actually completed and measured, to be paid to the County after June 30, 2025.

2.

TERM; TERMINATION

The term of this Agreement shall commence as of the date of the execution of this Agreement by the last party to sign same and shall continue until December 31, 2025.

3.

ASSIGNMENT OR TRANSFER

The rights, privileges and obligations under this Agreement shall not be assigned or transferred by any Party.

4.

NOTICES

All notices required herein shall be in writing and delivered to each party at the address contained herein by: (a) hand delivery to the address below; (b) United States Certified Mail - Return Receipt Requested, postage prepaid; or (c) by reputable overnight delivery service. The day upon which such notice is hand delivered, mailed or otherwise delivered shall be deemed the date of service of such notice.

City of Holly Springs:
Attn: City Manager
City of Holly Springs
3237 Holly Springs Parkway
Holly Springs, Georgia 30115

Cherokee County:
Attn: County Manager
Cherokee County Board of Commissioners
1130 Bluffs Parkway
Canton, Georgia 30114

5.

GENERAL PROVISIONS OF THIS AGREEMENT

5.1 The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

5.2 No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, shall constitute a waiver of a party's right to demand exact and strict compliance by the other parties hereto with the terms and conditions of this License.

5.3 This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of Georgia.

5.4 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions and provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

5.5 This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original of equal dignity with the others and which is deemed one and the same instrument as the others.

6.

ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the parties and constitutes the full, complete and entire agreement between the parties with respect to the Project; no member, officer, employee, representative or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both parties.

7.

AUTHORITY TO ENTER INTO AGREEMENT

Each of the individuals who executes this Agreement agrees and represents that he is authorized to execute this Agreement on behalf of the respective government and further agrees and represents that this Agreement has been duly passed upon by his respective government and spread upon the Minutes. Accordingly, each party both waives and releases any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

8.

HOLD HARMLESS

The City does hereby agree, to the extent, if any, allowed by law, to indemnify and hold harmless the County, its officers, agents, servants, and employees from any and all injuries, claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever arising out of the County's performance of its obligations under this Agreement.

9.

NO THIRD-PARTY RIGHTS

This Agreement shall be exclusively for the benefit of the parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action, or other right.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals this ____ day of _____, 2025.

City of Holly Springs

Cherokee County

By: Ryan P. Shirley, Mayor

By: Harry B. Johnston, Chairman

Attest: _____
City Clerk (Seal)

Attest: _____
County Clerk (Seal)

Exhibit A

CITY OF HOLLY SPRINGS

Pay Items	Description	Qty	Unit	Unit Price	Amount
150-1010	TRAFFIC CONTROL	1	LS	\$ 62,446.85	\$ 62,446.85
210-0200	SHOULDER BUILDING	0	MI	\$ 6,083.20	\$ -
402-1802	RECYCLED ASPH CONC PATCHING, INCL BITUM MATL & H LIME (4" w/ 19MM)	612	TN	\$ 190.00	\$ 116,280.00
402-3103	RECYCLED ASPH CONC 9.5 MM SUPERPAVE, TYPE II, GP 2 ONLY, INCL BITUM MATL & H LIME	1991	TN	\$ 150.00	\$ 298,650.00
402-3130	RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 2 ONLY, INCL BITUM MATL & H LIME	0	TN	\$ 150.00	\$ -
413-0750	TACK COAT	3435	GAL	\$ 7.00	\$ 24,045.00
402-1812	RECYCLED ASPH CONC LEVELING, INCL BITUM MATL & H LIME	157	TN	\$ 125.00	\$ 19,625.00
432-0205	MILL ASPH CONC PVMT, 1 1/4 IN DEPTH	1962	SY	\$ 4.25	\$ 8,338.50
432-0206	MILL ASPH CONC PVMT, 1 1/2 IN DEPTH	0	SY	\$ 4.25	\$ -
432-0208	MILL ASPH CONC PVMT, 2 IN DEPTH	0	SY	\$ 4.25	\$ -
432-5010	MILL ASPH CONC PVMT, VARIABLE DEPTH (8' wide profile w/ 50' length butt joints)	17387	SY	\$ 4.25	\$ 73,894.75
611-8050a	ADJUST MANHOLE WITH RISER	0	EA	\$ 350.00	\$ -
611-8050b	ADJUST MANHOLE WITH CONCRETE COLLAR	0	EA	\$ 1,300.00	\$ -
611-8140	ADJUST WATER VALVE BOX TO GRADE	0	EA	\$ 1,500.00	\$ -
647-6300	LOOP DETECTOR, 6 FT X 40 FT, QUADRUPOLE	2	EA	\$ 2,236.00	\$ 4,472.00
653-0095	THERMOPLASTIC PVMT MARKING, HANDICAP SYMBOL	2	EA	\$ 700.00	\$ 1,400.00
653-0120	THERMOPLASTIC PVMT MARKING, ARROW, TP 2	2	EA	\$ 100.00	\$ 200.00
653-1906	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, WHITE	4880	LF	\$ 0.91	\$ 4,440.80
653-2602	THERMOPLASTIC SOLID TRAF STRIPE, 6 IN, YELLOW	4098	LF	\$ 0.84	\$ 3,442.32
653-1704	THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE	480	LF	\$ 9.00	\$ 4,320.00
653-1804	THERMOPLASTIC SOLID TRAF STRIPE, 8 IN, WHITE	584	LF	\$ 3.00	\$ 1,752.00
653-2611	THERMOPLASTIC SKIP TRAF STRIPE, 6 IN, WHITE	125	GLF	\$ 1.15	\$ 143.75
653-6004	THERMOPLASTIC TRAF STRIPING, WHITE	25	SY	\$ 5.50	\$ 137.50
653-6006	THERMOPLASTIC TRAF STRIPING, YELLOW	0	SY	\$ 5.50	\$ -
654-1000	RAISED PVMT MARKERS TP 1/TP 3	56	EA	\$ 5.00	\$ 280.00
999-9999	SPEED HUMP ARROWS	4	EA	\$ 150.00	\$ 600.00

Cost Estimate \$ 624,468.47

Location No.	Road Name	Beginning Point	Ending Point	Roadway Length (MI)
1	Peninsula Pointe	Harmony Lake Dr	301 Peninsula Pointe	0.254
2	Riverside Pkwy	Holly springs Pkwy	Camdyn Circle	0.167
3	Toonigh Road	Holly springs Pkwy	MB 484/City Limits	0.383
4	Fox Creek Drive	Main Street	cul-de-sac	0.130
	Fox Creek Blvd	Fox Creek Drive	cul-de-sac	0.250
	Red Coat Lane	Fox Creek Blvd	cul-de-sac	0.127
	Fox Creek Crossing	Fox Creek Blvd	cul-de-sac	0.300
	Fox Overlook	Fox Creek Blvd	cul-de-sac	0.030
5	JC Mullins Park Parking Lot			
Total mileage				1.641

Exhibit A

2025 Resurfacing - Holly Spgs

Location No.	Subdivision	Road Name	Beginning Point	Ending Point	Roadway Length (MI)	4" Mill & Patch	2" Mill & Patch	Leveling	Pave (mm)	Milling (IN)	Inlay (IN)	Overlay (IN)	Asphalt					
													Paving Width (LF)	Roadway (SY)	Turn Lanes or Additional Cul-de-sacs (SY)	Total (SY)	9.5 mm (#/SY)	9.5 mm (TN)
1	N/A	Peninsula Pointe	Harmony Lake Dr	301 Peninsula Pointe	0.254		X		9.5	P/T		1.25	22	3,276		3,276	135	232
2	N/A	Riverside Pkwy	Holly springs Pkwy	Camdyn Circle	0.167		X		9.5	1.25	1.25		20	1,962		1,962	135	139
3	N/A	Toonigh Road	Holly springs Pkwy	MB 484/City Limits	0.383	X		X	9.5	P/T		1.25	24	5,397		5,397	135	383
4	Fox Creek	Fox Creek Drive	Main Street	cul-de-sac	0.130		X		9.5	P/T		1.25	20	1,524	490	2,014	135	143
	Fox Creek	Fox Creek Blvd	Fox Creek Drive	cul-de-sac	0.250		X		9.5	P/T		1.25	20	2,933	490	3,423	135	243
	Fox Creek	Red Coat Lane	Fox Creek Blvd	cul-de-sac	0.127				9.5	P/T		1.25	20	1,484	980	2,464	135	175
	Fox Creek	Fox Creek Crossing	Fox Creek Blvd	cul-de-sac	0.300				9.5	P/T		1.25	20	3,520	980	4,500	135	319
	Fox Creek	Fox Overlook	Fox Creek Blvd	cul-de-sac	0.030				9.5	P/T		1.25	20	351	490	841	135	60
5	N/A	JC Mullins Park Parking Lot					X							2,050		2,050	135	145
		As Directed																152
		Totals			1.641													1,991

PS Paved Shoulder
P PROFILE MILL
T TRANSITION MILL

Manhole quantities are for inventory purposes only.
Risers provided by City of Holly Springs.

Exhibit A

2025 Resurfacing - Holly Spgs

Location No.	Subdivision	Road Name	Beginning Point	Ending Point	Leveling/Patching/Tack						Milling	
					Leveling (H/SY)	Leveling (TN)	Patching (SY)	2" Patching (TN)	4" Patching (TN)	Tack (GAL)	Profile (SY)	1.25" (SY)
1	N/A	Peninsula Pointe	Harmony Lake Dr	301 Peninsula Pointe		0	983	114		426	2,457	
2	N/A	Riverside Pkwy	Holly springs Pkwy	Camdyn Circle		0	491	57		245		1,962
3	N/A	Toonigh Road	Holly springs Pkwy	MB 484/City Limits	50	142	1,164		269	856	3,698	
4	Fox Creek	Fox Creek Drive	Main Street	cul-de-sac		0	153	18		217	1,435	
	Fox Creek	Fox Creek Blvd	Fox Creek Drive	cul-de-sac		0	147	17		357	2,537	
	Fox Creek	Red Coat Lane	Fox Creek Blvd	cul-de-sac		0		0		246	1,378	
	Fox Creek	Fox Creek Crossing	Fox Creek Blvd	cul-de-sac		0		0		450	3,006	
	Fox Creek	Fox Overlook	Fox Creek Blvd	cul-de-sac		0		0		84	471	
5	N/A	JC Mullins Park Parking Lot				0	780	90		283	825	
		As Directed				15	410	47		271	1,580	
		Totals				157		343	269	3,435	17,387	1,962

PS Paved Shoulder
P PROFILE MILL
T TRANSITION MILL

Manhole quantities are for inventory purposes only.
Risers provided by City of Holly Springs.

Exhibit A

2025 Resurfacing - Holly Spgs

Location No.	Subdivision	Road Name	Beginning Point	Ending Point	Traffic Loop 6 x 40 (EA)	Manholes (EA)	Striping									
							Handicap Symbol (EA)	Type 2 Arrows (EA)	6" White Solid (LF)	6" Yellow Solid (LF)	24" white (LF)	8" White (LF)	6" White Skips (GLF)	White (SY)	RPMS (EA)	Speed Hump Arrows (EA)
1	N/A	Peninsula Pointe	Harmony Lake Dr	301 Peninsula Pointe	1				65		10	270	65			4
2	N/A	Riverside Pkwy	Holly springs Pkwy	Camdyn Circle	1						218	140	60	25	52	
3	N/A	Toonigh Road	Holly springs Pkwy	MB 484/City Limits	1			2	4,165	4,048	116					
4	Fox Creek	Fox Creek Drive	Main Street	cul-de-sac		36					76	74				
	Fox Creek	Fox Creek Blvd	Fox Creek Drive	cul-de-sac							10					
	Fox Creek	Red Coat Lane	Fox Creek Blvd	cul-de-sac							10					
	Fox Creek	Fox Creek Crossing	Fox Creek Blvd	cul-de-sac							10					
	Fox Creek	Fox Overlook	Fox Creek Blvd	cul-de-sac							10					
5	N/A	JC Mullins Park Parking Lot					2		600							
		As Directed							50	50	20	100			4	
		Totals			2	36	2	2	4,880	4,098	480	584	125	25	56	4

PS Paved Shoulder
P PROFILE MILL
T TRANSITION MILL

Manhole quantities are for inventory purposes only.
Risers provided by City of Holly Springs.

ITEM REPORT

AGENDA ITEM NUMBER: VIII.B.



FROM: Karen Norred, Assistant City Manager/City Clerk

MEETING DATE: March 3, 2025

AGENDA ITEM: Change order #3 from Ohmshiv Construction, LLC for the Holly Springs Parkway @ Fox Creek Dr. Intersection Improvements and Sidewalk Project (RFB # 2024-03), in an amount not to exceed \$3,250.00.

EXECUTIVE SUMMARY:

Change order #3 from Ohmshiv Construction, LLC for the Holly Springs Parkway @ Fox Creek Dr. Intersection Improvements and Sidewalk Project (RFB # 2024-03), in an amount not to exceed \$3,250.00. Due to ADA requirements, this change is to add a pedestrian station which includes the installation of one (1) four ft. (4') pole with the base, concrete foundation and push buttons mounted on the pole.

FISCAL IMPACT:

\$3,250.00

ATTACHMENTS:

1. Change Order #3 - Ohmshiv Construction LLC

RECOMMENDATION:

The staff recommendation is approval of the change order.

CONCURRENCES:

Finance and Administration



805 Progress Court, Suite A, Lawrenceville, GA 30043.

CITY OF HOLLY SPRINGS			CONTRACTOR:	
PROJECT #:			OHMSHIV CONSTRUCTION, LLC	
PROJECT:	HOLLY SPRINGS PKWY @ FOX CREEK DR INTERSECTION IMPS & SIDEWALK PROJECT		805 PROGRESS CT, ST A	
LOCATION	INTERSECTION OF HOLLY SPRINGS PKWY @ FOX CREEK DR.		LAWRENCEVILLE, GA 30043	
CONTACT:	MR. JACOB HUGHES, PE		P: 678-832-9351 FAX: 404 410 4936	

RE: COST PROPOSAL FOR ADDING A PED STATION ON NW CORNER WITH PUSH BUTTONS

02/21/25

Item #	Description	Unit	Qty	Price per unit	Amount
	ADD A PED STATION	EA	1.00	\$ 3,250.00	\$ 3,250.00
				TOTAL	\$ 3,250.00

GENERAL NOTES:

1	THIS CHANGE ORDER IS BASED ON EMAIL DATED 2/6/25
2	THIS CO WORK INCLUDES INSTALLATION OF ONE 4' PED POLE WITH BASE AND CONCRETE FOUNDATION AND MOUNT PUSHBUTTONS TO NEW PED. POLE
3	PAYMENT WILL BE MADE UPON FINAL MEASUREMENTS

ITEM REPORT

AGENDA ITEM NUMBER: VIII.C.



FROM: Nancy Moon, Community Development Director

MEETING DATE: March 3, 2025

AGENDA ITEM: Resolution of the City of Holly Springs, Georgia to support the creation of the Cherokee Regional Land Bank Authority.

EXECUTIVE SUMMARY:

Resolution of the City of Holly Springs, Georgia to support the creation of the Cherokee Regional Land Bank Authority.

FISCAL IMPACT:

ATTACHMENTS:

1. Resolution - Cherokee Land Bank Authority
2. Cherokee County Resolution 2025-R-018 - Authorizing Land Bank February 18, 2025
3. 2025 Cherokee Regional Land Bank Info Sheet

RECOMMENDATION:

The staff recommendation is approval of the resolution.

CONCURRENCES:

Finance and Administration

A RESOLUTION OF THE CITY OF HOLLY SPRINGS, GEORGIA MAYOR AND COUNCIL TO SUPPORT THE CREATION OF THE CHEROKEE REGIONAL LAND BANK AUTHORITY; TO DIRECT STAFF TO WORK WITH COOPERATING GOVERNMENTAL AGENCIES TOWARD AN INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE CREATION AND OPERATION OF THE CHEROKEE REGIONAL LAND BANK AUTHORITY; AND FOR OTHER PURPOSES

WHEREAS, in enacting the Georgia Land Bank Act, O.C.G.A. § 48-4-100, *et seq.* (hereinafter “Act”), the Georgia General Assembly found that there exists in the State of Georgia a continuing need to strengthen and revitalize the economy of the State of Georgia and local units of government in this State; and

WHEREAS, further, the Act establishes that it is in the best interests of the State of Georgia and local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia; and

WHEREAS, the Act permits a county and one or more municipal corporations located wholly or partially within the county to establish a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is non-revenue generating and non-tax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia; and

WHEREAS, Cherokee County (hereinafter “County”) is a duly formed political subdivision of the State of Georgia and have expressed interest to the City in forming a land bank authority; and

WHEREAS, the City of Holly Springs, Mayor and Council have determined that the establishment of a land bank is in the best interest of the citizens of the City; and

WHEREAS, the City, in conjunction with the Cherokee County Board of Commissioners and other participating municipalities, desire to work collaboratively in order to form the Cherokee Regional Land Bank Authority; and

WHEREAS, the Parties have collectively met on several occasions and entered preliminary discussions regarding the formation, organization, and funding of the same; and

WHEREAS, staff now desires to seek the input of the Mayor and Council in order to move forward with these discussions; and

WHEREAS, this resolution shall solidify the intent of the City of Holly Springs Mayor and Council to move forward with the creation of the Cherokee Regional Land Bank Authority and directs staff to work with the County and cooperating municipalities on draft documents to bring forward at a later date for Council consideration and implementation.

NOW, THEREFORE, BE IT RESOLVED by the City of Holly Springs Mayor and Council, and it is hereby so resolved by the authority of the same, that the City hereby supports the creation of the Cherokee Regional Land Bank Authority and directs staff to continue working toward implementation of the same.

This resolution is adopted this 3rd day of March 2025.

CITY OF HOLLY SPRINGS

Ryan P. Shirley, Mayor

Attest:

Karen Norred, City Clerk
(Seal)

**STATE OF GEORGIA
COUNTY OF CHEROKEE**

RESOLUTION NO. 2025-R-018

A RESOLUTION OF THE CHEROKEE COUNTY BOARD OF COMMISSIONERS TO SUPPORT THE CREATION OF THE CHEROKEE REGIONAL LAND BANK AUTHORITY; TO DIRECT STAFF TO WORK WITH COOPERATING MUNICIPALITIES TOWARD AN INTERGOVERNMENTAL AGREEMENT PERTAINING TO THE CREATION AND OPERATION OF THE CHEROKEE REGIONAL LAND BANK AUTHORITY; AND FOR OTHER PURPOSES.

WHEREAS, in enacting the Georgia Land Bank Act, O.C.G.A. § 48-4-100, *et seq.* (hereinafter “Act”), the Georgia General Assembly found that there exists in the State of Georgia a continuing need to strengthen and revitalize the economy of the State of Georgia and local units of government in this State; and

WHEREAS, further, the Act establishes that it is in the best interests of the State of Georgia and local units of government in this State to assemble or dispose of public property, including dilapidated, abandoned and tax delinquent property, in a coordinated manner to foster the development of that property and to promote economic growth in the State of Georgia; and

WHEREAS, the Act permits a county and one or more municipal corporations located wholly or partially within the county to establish a land bank, the purpose of which would be to acquire tax delinquent and other properties in order to foster the public purpose of returning property which is non-revenue generating and non-tax producing to an effective utilization status in order to provide housing, new industry and jobs for the citizens of the State of Georgia; and

WHEREAS, Cherokee County (hereinafter “County”) is a duly formed political subdivision of the State of Georgia; and

WHEREAS, the Board of Commissioners of Cherokee County, Georgia has determined that the establishment of a land bank is in the best interest of the citizens of the County; and

WHEREAS, the Board of Commissioners, in conjunction with the City of Ball Ground, the City of Canton, the City of Holly Springs, the City of Nelson, the City of Waleska, and the City of Woodstock (collectively hereinafter “the Parties”), desire to work collaboratively in order to form the Cherokee Regional Land Bank Authority; and

WHEREAS, the Parties have collectively met on several occasions and entered preliminary discussions regarding the formation, organization, and funding of the same; and

WHEREAS, staff now desires to seek the input of the Board in order to move forward with these discussions; and

WHEREAS, this resolution shall solidify the intent of the Cherokee County Board of Commissioners to move forward with the creation of the Cherokee Regional Land Bank Authority and directs staff to work with cooperating municipalities on draft documents to bring forward at a later date for Board consideration and implementation.

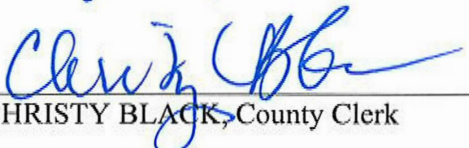
NOW, THEREFORE, BE IT RESOLVED by the Cherokee County Board of Commissioners, and it is hereby so resolved by the authority of the same, that the Board of Commissioners hereby supports the creation of the Cherokee Regional Land Bank Authority and directs staff to continue working toward implementation of the same.

SO RESOLVED, APPROVED, AND ADOPTED this 18th day of February, 2025.

By:


HARRY B. JOHNSTON., Chairman

Attest:


CHRISTY BLACK, County Clerk



Cherokee Regional Land Bank

Information Sheet

1. What is a Land Bank?

Land banks are public authorities, governed by a board of directors appointed by the member jurisdictions (county and cities), to acquire and receive property, often facilitating the redevelopment of blighted and delinquent properties into productive uses, meeting the priorities set forth by the land bank, including for housing and economic development purposes. Land banks are provided by Georgia law, dating back to 1991, with an update to the statute in 2012. About 23 land banks operate throughout the state, a nearby example is the Bartow-Cartersville Land Bank.

2. How are Land Banks formed?

It takes the County and at least one city to form, but all cities can participate.

3. Why form a land bank?

It's a tool to assist with housing and economic development goals. Land banks can receive donated property and acquire tax delinquent property to repurpose into productive uses completed by the private sector. The land bank has the ability to bring housing costs down, working with non-profit and private sector partners.

4. When and how did Land Bank discussions start?

In late 2022/early 2023, Cherokee County and the City of Canton began exploring land banks as a tool to assist with providing more workforce housing. During 2023, the County and cities met periodically to discuss and explore the land bank concept. Through this time, the land bank governing documents were drafted.

5. How would a Cherokee County Regional Land Bank operate?

It would be governed by a nine (9) member board with the County and each municipality receiving one (1) appointment. COED would receive one (1) appointment with an additional at-large appointment, both of which requiring approval of the jurisdictional members. Once the land bank is formed, in the early years, staffs from the County and cities would assist the land bank with operations, however, eventually it would possess its own staff.

6. How is the land bank funded?

From proceeds of property sales with potential donations of property and funds conveyed by the jurisdictions, should they choose to contribute.

7. What if a city chooses not to participate at this time?

As the governing documents are currently drafted, for any city not participating with the formation of the land bank, a board seat will be reserved for that city as an "at-large" seat. In the future, should the city choose to enter into the IGA and join the land bank, the city would be able to replace the at-large seat with its representative at the end of the at-large seat term. All at-large seats require approval by the jurisdictional members.

8. Can the land bank complete a project within a non-participating city?

As the governing documents are currently drafted, whether a city is a member of the land bank or not, when a land bank project is proposed, the jurisdiction where the project is located, including if in the unincorporated County, is required to approve the project before it can proceed.

9. What's the current resolution proposed and the 2025 timeline for the land bank?

The resolution proposed for adoption by the County and cities, gauges the interest in forming a land bank. The prospective 2025 timeline is as follows:

Feb. – April 1: A resolution is circulated to the cities, gauging interest;

April/May: If the cities and the County adopt the resolution, proceed to final review of the governing documents;

April/May: Concurrently, Board Members are nominated;

May - July: Land Bank governing and operating documents are finalized and adopted, land bank is created;

August – Sept: Land Bank Board is seated, and the first land bank meeting occurs;

September – Dec: Land Bank operations begin.

Ver 2.19.2025

ITEM REPORT

AGENDA ITEM NUMBER: VIII.D.



FROM: Nancy Moon, Community Development Director

MEETING DATE: March 3, 2025

AGENDA ITEM: Adoption of the Georgia Department of Transportation (GDOT) Procurement Policy for the Procurement, Management and Administration of Engineering and Design-Related Consultant Services.

EXECUTIVE SUMMARY:

The Local Administered Project (LAP) Certification covers uniform practices for authorizing qualified Local Public Agencies (LPA) to manage core activities for Federal-aid funded projects. As part of the re-certification process, the City is required to follow the federal process for procurement of engineering and design services and has opted to adopt the Georgia Department of Transportation's (GDOT) Procurement Policy.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Procurement Policy Agreement

RECOMMENDATION:

The staff recommendation is approval to adopt the policy.

CONCURRENCES:

City Manager



Mayor
Ryan P. Shirley

City Attorney
Robert M. Dyer

Council Members
Kevin Moore
Dee Phillips
Kyle Whitaker
Jeff Wilbur
Michael Roy Zenchuk II

City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 – Fax: 770-345-0209

City Manager
Robert Logan

City Clerk
Karen Norred

March 3, 2025

Department of Transportation
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

Attn: Maria L. Roux
Asst. Chief Procurement Officer-QA Compliance
Georgia Department of Transportation
Office of Procurement

RE: Adoption of GDOT Procurement Policy for The Procurement, Management and Administration of Engineering and Design Related Consultant Services

The City of Holly Springs will adopt the Georgia Department of Transportation Procurement Policy For The Procurement, Management and Administration of Engineering and Design Related Consultant Services. The City/County has read the policy and will abide by the policy for all state and federally funded transportation projects as it pertains to local governments. The City agrees to and acknowledges the following:

1. City agrees to and acknowledges that all personnel involved in the procurement, management and administration of engineering and design related consultant services must attend GDOT Manual training and pass the test administered. Please provide a list of names of all involved in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements:
Rob Logan, Denise Lamazares, Dana McKinzie, Nancy Moon

2. Personnel listed of City/County involved have read and understands the Federal Laws and Regulations (23 CFR Part 172) along with any State of Georgia laws (O.C.G.A. 50-22-1 through 50-22-9) that pertain to these services where FAHP funds will be utilized must be followed and adhered to.

3. City/County understands that only the above listed personnel have been certified to participate in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.
4. City/County is familiar with the requirements and understands 23 CFR Part 172 and the requirements of 40 U.S.C. 1101-1104 Selection of Architects and Engineers commonly referred to as "The Brooks Act" or Qualification Based Selection (QBS) to include:
 - a. Solicitation process
 - b. Evaluation Factors
 - c. Non-Qualification Evaluation Factors
 - d. Evaluation, Ranking and Selection
 - e. Negotiation
5. City/County acknowledges and agrees to adhere to the below additional procurement requirements:
 - a. Common Grant Rule 49 CFR Part 18
 - b. Georgia DOT's Disadvantaged Business Enterprise (DBE) program
 - c. Suspension and Debarment
 - d. Compliance with Title VI
 - e. Compliance with E-Verify (this is not necessary if state funds are not utilized)
6. City/County has provided any exceptions to GDOT's Engineering and Design Procurement Policy in a separate document to be approved by the GDOT Office of Procurement.

Signature(s) below agree to the above acknowledgements agreeing to follow GDOT's Procurement Policies and Procedures for engineering and design related services when using FAHP funds, as it applies to local governments certified through GDOT's LAP program.

Ryan P. Shirley, Mayor

Karen Norred, City Clerk

(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.E.



FROM: Nancy Moon, Community Development Director

MEETING DATE: March 3, 2025

AGENDA ITEM: Confirmation of Understanding and Agreement to follow all policies and procedures related to the procurement of engineering and design as per 23 CFR 172.

EXECUTIVE SUMMARY:

As part of the City's Locally Administered Project re-certification application, this document confirms that the City understands and agrees to follow all policies and procedures related to the procurement of engineering and design as per 23 CFR 172.

FISCAL IMPACT:

N/A

ATTACHMENTS:

1. Confirmation Agreement

RECOMMENDATION:

The staff recommendation is approval of the confirmation agreement.

CONCURRENCES:

City Manager



Mayor
Ryan P. Shirley

City Attorney
Robert M. Dyer

Council Members
Kevin Moore
Dee Phillips
Kyle Whitaker
Jeff Wilbur
Michael Roy Zenchuk II

City of Holly Springs

Post Office Box 990
Holly Springs, GA 30142
www.hollyspringsga.us
Office: 770-345-5536 – Fax: 770-345-0209

City Manager
Robert Logan

City Clerk
Karen Norred

March 3, 2025

Department of Transportation
600 West Peachtree Street, NW, 7th Floor
Atlanta, GA 30308

Attn: Maria L. Roux
Asst. Chief Procurement Officer-QA Compliance
Georgia Department of Transportation
Office of Procurement

The City of Holly Springs affirms that all staff listed in the submitted Letter of Agreement have attended, passed training, and understands that any future staff who will participate in soliciting, facilitating evaluations, conducting negotiations and contract administration must attend and pass procurement training prior to participating in any of the processes associated with procuring, managing, and administering engineering and design consultant services when Federal Aid Highway Program (FAHP) funds are utilized.

(The below confirmation of understanding must be signed by the person(s) responsible for the authorization of funds should repayment become necessary)

Confirmation Of Understanding:

Please **initial** the below confirming understanding and agreeing to follow all policies and procedures related to the procurement of engineering and design as per 23 CFR 172.

The City of Holly Springs agrees with and confirms:

_____ They have read and understand all rules, regulations and policies and procedures associated with engineering and design procurement:

- 23 CFR Part 172 Procurement, Management and Administration of Engineering and Design Related Services; Final Rule
- 2 CFR Chapter I, and Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule
- 40 U.S.C. 1101-1104 Selection of Architects and Engineers **"The Brooks Act"**
- 48 CFR Part 31 – Contract Cost Principles and Procedures
- Repayment of Preliminary Engineering Cost (Order 2020.1)

- FHWA Policy for Contractor Certification of Costs in Accordance with Federal Acquisition Regulations (FAR) to Establish Indirect Cost Rates on Engineering and Design-related Services Contracts Order No. 4470.1A
- O.C.G.A. 50-22-1 through 50- 22-9
- GDOTs DBE program

_____ The understanding of Qualification Based Selection 23 CFR 172.7(a)(1) and that price may **NEVER** be used as a selection factor or consideration in the selection process

_____ That **if** it has adopted GDOTs policies and procedures as outlined in the manual and discussed in class that it will follow all policies and procedures unless exceptions have been requested and approved. [City/County/Municipality] agrees with and confirms that while exceptions may be requested for best practices, exceptions to regulatory requirements will not be considered.

_____ That it will comply with all provisions of 23 CFR 172.5(b) including developing and sustaining organizational capacity and provide the resources necessary for the procurement, management and administration of engineering and design related consultant services.

_____ That it will comply with all provisions of 23 CFR 172.9(d)(1) by assigning a full-time, public employee as the Responsible Charge who will fulfill inherently governmental activities which include, at a minimum, contract negotiation; contract payment; evaluation of contract compliance, performance, and quality; familiarity with contract requirements and scope; scheduling and attending progress and project review meetings; ensuring costs billed are allowable in accordance with federal cost principles; ensuring costs are consistent with contract terms; evaluating and participating in decisions for contract modifications; documenting contract monitoring activities; and maintaining supporting contract records in accordance with 2 CFR 200.333.

_____ That only individuals who have attended GDOT's training and passed the test on Procurement, Management, Administration of Engineering & Design Related Services will serve in a role which is decision making and/or which is involved in fulfilling any of the roles necessary in order to complete the full procurement cycle.

Prequalification

The City of Holly Springs agrees with and confirms:

_____ The understanding of GDOT's prequalification process and its purpose as related to federally funded engineering and design related services.

_____ That all solicitations will specify the unique required area classes for the Prime Consultant as well as the Team (which includes the Prime and all Sub-Consultants) to ensure appropriate responses on all federally funded projects utilizing federal funds.

_____ The prequalification certificates will be required in the solicitation to be submitted for the Prime and all Team to verify awarded consultant meets all required area classes and has current prequalification.

Development

The City of Holly Springs agrees with and confirms:

- _____ Scope(s) of services will be drafted with as much detail (which makes it clear, complete and logical) as possible and organized in the order in which services will be completed.
- _____ Understanding that the level of detail required in the scope will be determined by the contract type. On-Call and Multi-Phase Project Specific contracts can have more generic and all-inclusive scopes however, project specific contracts must include all services necessary to complete the entire project.
- _____ It will not require the Prime Consultant to be pre-qualified in excessive area classes which could be covered by the team and recognizes that doing so would limit competition and risk not meeting the requirement in 23 CFR 172.7(a)(1)(iv)(D) of the minimum of three responses.
- _____ Solicitations will ensure that area classes and scope are related and that there is associated scope for every area class required.
- _____ Area Classes and/or Scope which is not included in the Solicitation prior to its closing are not eligible to be added later.
- _____ Solicitations will identify the Project Manager and Key Team Roles for which resumes must be submitted to allow the Selection Committee to evaluate qualifications in order to determine the most qualified team in accordance with the allowable Qualification Based Selection (QBS) Selection Criteria.
- _____ The understanding of the three procurement methods used in procuring engineering and design services. 23 CFR 172.7(a) – Qualification Based Selection, Small Purchases, and Noncompetitive.
- _____ The understanding of the three contract types used in procuring engineering and design services. 23 CFR 172.9(a) – Project Specific; Multi-Phase Project Specific; Indefinite-Delivery Indefinite Quantity (On-Call)
- _____ The understanding of the payment method(s) associated with engineering and design procurements. 23 CFR 172.9(b) – Cost Plus Fixed Fee; Lump Sum; Cost Per Unit of Work; Specific Rates of Compensation
- _____ Each Solicitation will indicate contract and payment types.
- _____ Each Solicitation will include the selection criteria and associated weights in solicitation.
- _____ Each Solicitation will include only qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii) – Technical Approach; Work Experience; Specialized Expertise; Professional Licensure; Staff Capabilities; Workload Capacity; Past Performance.
- _____ Each Solicitation will include only non-qualification based selection criteria which are allowable in accordance with 23 CFR 172.7(1)(1)(iii)(D) – Local Presence and Participation of Disadvantaged Business Enterprises.
- _____ Non-Qualification Based Criteria cannot exceed ten (10) percent of the overall evaluation as outlined in 23 CFR Part 172.7.(a)(1)(iii)(D).

- _____ DBE goals must be consistent with GDOT's current DBE goal or must be approved in advance by GDOT's Office of Equal Employment Opportunity (EEO) for the utilization of Federal-Aid Highway Program Funds.

Advertisement 23 CFR 172.7(a)(1)(i)

The City of Holly Springs agrees with and confirms:

- _____ It has published the solicitation as required by state law to the Georgia Procurement Registry.
- _____ Understanding of the State of Georgia requirement to post solicitation in two (2) phases and understands posting time frames of a minimum of 15 days for Phase 1 (in accordance with O.C.G.A. 50-22-3) and a minimum of 14 days for Phase 2 (for the Technical Approach in accordance with 23 CFR 172.7(a)(1)(ii)(G))
- _____ If adopting GDOT policies and procedures, it understands posting requirements of GDOT.
- _____ That all posting requirements will be met.
- _____ It can provide link to the Georgia Procurement Registry for all federally funded procurements for engineering and design services for the last three (3) years.
- _____ Solicitation Posting will identify the appropriate NIGP codes to obtain adequate competition – minimum of 31842-Engineering Consulting; 91843-Environmental Consulting; 91896-Transportation Consulting; 92513-Bridge Engineering; 92517-Civil Engineering; 92533-Professional Engineer Services; 92535-Environmental Engineering; 92536-Engineering Services.

Evaluation 23 CFR 172.7(a)(1)(iii) - 23 CFR 172.7(a)(1)(iv)

The City of Holly Springs agrees with and confirms:

- _____ It understands the role and responsibilities of the Selection Committee.
- _____ All members of the selection committee are qualified as per FAR 36.602-2
- _____ All selection committee members have been provided with training and instructions on how to provide scores and comments.
- _____ Evaluations will be conducted in two (2) phases.
- _____ Phase 1 evaluations will result in the shortlist to begin Phase 2.
- _____ Individual scores **and** comments will be documented for Phase 1, unless the Selection Committee discusses all firms and Selection Committee comments and Scores are provided for all Respondents.
- _____ Phase 1 **and** Phase 2 selection committee meetings will be held and will be documented with Phase 1 and Phase 2 committee scores and comments.
- _____ Upon request, individual and selection committee Phase 1 **and** Phase 2 scores and comments can be provided.

Negotiations 23 CFR 172.7(a)(1)(v)

The City of Holly Springs agrees with and confirms:

- _____ Professional services contracts and Consultant Services Contracts are to be procured as specified in the Federal Brooks Act, 40 U.S.C 1104(a).
- _____ It can provide the scope of the contract and a supporting task list to start negotiations.
- _____ An Independent Estimate, which will include an appropriate breakdown of the work or labor hours, types or classifications of labor required, other direct costs, and consultant's fixed fee, will be completed by a qualified individual as per 23 CFR 172.7(a)(1)(v)(B) and obtained prior to receiving consultants cost proposal and beginning negotiations.
- _____ That Consultant Cost Proposals will be requested only after completion of the Independent Estimate and that both the Independent Estimate and consultant cost proposal will be available for review upon request.
- _____ Understanding of the different elements of contract costs which must be considered during negotiations and include the Independent Estimate, Indirect Cost Rates (Overhead), Direct Salary or Wage Rates, Fixed Fee, Other Direct Costs, and Sub-Consultant/Vendor Costs.
- _____ Understanding of the Process of Negotiations to include scoping meeting between PM and Consultant team, identification of required tasks/preparation of task list, providing task list to consultant team, agency team preparing hours for task list, agency team identifying appropriate labor classes, consultant team preparing hours for task list, consultant team identifying appropriate labor classes, agency and consultant teams sending required documents to negotiator, negotiator reviewing hours and labor classes and determining where differences are greater than 10% variance in hours, holding negotiations meetings to resolve differences, determining the payment method (of those listed in the solicitation as options), applying consultant direct salary/wage rates and indirect costs to determine preliminary costs, negotiating and applying other direct costs, agreeing upon final costs.
- _____ Understanding of the different elements which may require negotiations.
- _____ Understanding of the tools which GDOT uses for negotiating and either uses the same or similar tools which provide the same level of information in order to document negotiation activities in accordance with 23 CFR 172.7(a)(1)(v)(E).

Award

The City of Holly Springs agrees with and confirms:

- _____ Understanding of the award process including the preparation and approval of the selection package.
- _____ Understanding and inclusion of all required contract provisions as required by 23 CFR 172.9(c).
- _____ Understanding and compliance with all of the requirements for preparing and maintaining all award documentation
- _____ Understanding and compliance with notifications being posted to the Georgia Procurement Registry.

Contract Administration 23 CFR 172.9

The City of Holly Springs agrees with and confirms:

- _____ All contract provisions have been included in the contract in accordance with 23 CFR 172.9(c).
- _____ The understanding and compliance with assigning a **Responsible Charge** who is a full-time government employee - 23 CFR 172.9(d).
- _____ The understanding and compliance with the requirement for Performance Evaluations in 23 CFR 172.9(d)(2), and that these performance evaluations will be used in making future selection decisions.
- _____ All modifications 23 CFR 172.9(e) made to agreements after execution of contracts will be documented and be provided upon request. All modifications will be in accordance with the solicitation in regards to scope, area classes, contract types, payment methods, etc.
- _____ Any modifications will be negotiated in the same manner and formality as the original agreements.
- _____ Notices to Proceed (NTP) will be issued which will serve to document the first day when work is authorized to begin and when charges are eligible for billing to the project.
- _____ Stop Work Notices will be issued which will serve to document the last day when work is authorized to occur and when charges must cease to the project.

Additional Confirmation

The City of Holly Springs agrees with and confirms:

- _____ The understanding of:
 - Disadvantaged Business Enterprise (DBE) 23 CFR 172.7(b)(2)
 - Suspension and Debarment 23 CFR 172.7(b)(3)
 - Conflict of interest requirements 23 CFR 172.7(b)(4)
 - Consultant Services in Management Support Roles 23 CFR 172.7(b)(5)

Ryan P. Shirley, Mayor

Karen Norred, City Clerk

(Seal)

ITEM REPORT

AGENDA ITEM NUMBER: VIII.F.



FROM: Ron Carter, IT and Facilities Manager

MEETING DATE: March 3, 2025

AGENDA ITEM: Addendum between T-Mobile USA, Inc. and the City of Holly Springs, Georgia, for Ooma Airdial to provide products and services for seven (7) POTS (plain old telephone service) lines and to include the Sourcewell Enrollment Agreement.

EXECUTIVE SUMMARY:

To approve the purchase of devices and monthly service listed in the attached quote from T-Mobile. These units are replacing the existing POTS (plain old telephone service) lines assigned to the three (3) fax machines, two (2) fire alarm lines, a 911 call box, and an elevator emergency phone. The AirDial device utilizes both a hardwired internet connection and wireless service provided by T-Mobile. The attached Ooma quote's one-time costs are higher at \$1,098.00 than the T-Mobile quote at \$979.98.

FISCAL IMPACT:

A \$979.98 one-time equipment cost and \$244.65 per month service cost from currently budgeted line item(s).

ATTACHMENTS:

1. T-Mobile Proposal - Addendum - Enrollment Agreement
2. T-Mobile Terms and Conditions
3. Ooma AirDial Terms and Conditions
4. Ooma AirDial Proposal
5. AirDial - Sole Source Document

RECOMMENDATION:

The staff recommendation is approval of the addendum and agreement.

CONCURRENCES:

Date: 2/20/25

Organization NameCity of Holly Springs

Point of ContactRon Carter, Facilities and IT Manager

Address3237 Holly Springs Parkway, Holly Springs, GA 30115

POC Phone & Email770-345-5536 | rcarter@hollyspringsga.us

Proposal Valid Through:3/31/25

VendorT-Mobile for Government

RepPatrick Musante - (Account Executive - Public Safety)

Address1 Ravinia Dr NE Suite 1000, Atlanta, GA 30346

Contact Info706-525-4433 | Patrick.Musante1@T-Mobile.com

Contract Vehicle: Sourcewell

TMOBILE
FOR GOVERNMENT

SERVICE PLANS:

Product Category	Rate Plan Description	Quantity	Monthly Rate	Total Monthly Cost	Total Annual Cost	Notes:
Ooma Airdial	1 Year Term - 7 lines	7	\$34.95	\$244.65	\$2,935.80	
TOTAL LINES:		7	TOTAL:	\$244.65	\$2,935.80	

HARDWARE COST:

Product Category	Product Description	Quantity	Unit Rate	Total	Notes:
Ooma Airdial	Hardware	2	\$479.99	\$959.98	
Ooma Shipping	UPS Ground	2	\$10.00	\$20.00	
TOTALS:				\$979.98	(One time cost for equipment)

SOLUTIONS:

Description	Quantity	Unit Rate	Total	Notes:
TOTALS:			\$0.00	
			Monthly Estimate	One Time CostAnnual Estimate
Total Annual Rate Plan Cost with Discounts and One-Time Equipment Costs:			\$244.65	\$979.98\$2,935.80

TERMS & CONDITIONS

Taxes, State & Federal Service Charges and Surcharges are not included.
Limited time offer; subject to change. Qualifying business account, service & credit required.

Fees:
Monthly Regulatory Programs (RPF) & Telco Recovery Fee (TRF) totaling \$3.49 per voice line and \$1.40 per data only line applies.
Dialpad: Regulatory Program Fee: \$0.50 for voice lines, \$0.12 data only lines; Dialpad: Telco Recovery Fee: \$2.99 voice line; \$1.28 data only line
Promotional offers apply after all requirements are met and may be fulfilled via monthly bill credits appearing after 1-2 bill cycles.
T-Mobile SPIN #: 143026181
T-Mobile FRN #: 0004121760
T-Mobile DUNS #: 06-852-8376
T-Mobile Tax ID: 91-1983600

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OOMA AIRDIAL ADDENDUM

This Ooma AirDial Solution (“AirDial”) Addendum (“Addendum”), which shall be effective as of the date of the second Party signs this Addendum below (the “Addendum Effective Date”) is by and between T-Mobile USA, Inc., a Delaware corporation (“T-Mobile”), and Holly Springs, Georgia, a Georgia Municipality, with its principal place of business at 3237 Holly Springs Pkwy, Holly Springs, GA 30115 (“Holly Springs, Georgia” or “Customer”). For purposes of this Addendum, T-Mobile and Customer are sometimes collectively referred to as the “Parties,” and individually as a “Party.”

AirDial Description. AirDial is a POTS (Plain Old Telephone Service) replacement product for copper wire devices. AirDial is setup, either on the wall or on a flat surface, where the landline connects to a PBX. The analog connection will be replaced by a wireless connection provided by T-Mobile. AirDial supports up to four analog connections and contains Dual SIM slots. AirDial also has remote monitoring through an online portal, making it easy to view the status of AirDial devices at a glance.

Underlying Agreement. References to “Agreement” in this Addendum mean: **Sourcewell Contract #080119-SPT, as amended (the “Sourcewell Contract”), by and between Sourcewell, a service cooperative created under the laws of the State of MN, (“Sourcewell” or “GPO) and Sprint Solutions, Inc., a wholly-owned subsidiary of T-Mobile USA, Inc., as contracting agent on behalf of the applicable T-Mobile/T-Mobile affiliates providing the Products and Services (“Agreement”).** Use of the AirDial Solution is subject to acceptance of this Addendum and the terms set out herein.

The terms and conditions of this Addendum or the Agreement will not be modified or superseded by any terms and conditions in a Customer-generated purchase order (“Order”). Orders will have no force or effect other than to denote quantity, the products or services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum or the Agreement.

The following terms and conditions in this AirDial Addendum, govern Customer’s purchase and use of the AirDial solution. Unless defined in this Addendum, the capitalized terms in the Agreement will apply to this Addendum.

1. **AirDial Terms of Service.** T-Mobile is solely providing Customer with access to, and connectivity for, AirDial, a product of Ooma, Inc., a third-party provider. Customer’s use of AirDial is subject to acceptance of the third-party provider’s Terms and Conditions which can be found here, <https://www.ooma.com/legal/terms> (the “Third-Party Terms”). The Third-Party Terms may be updated by the third-party provider at any time, without notice. T-Mobile is not bound by, and does not assume any obligations, commitments, or liability under the Third-Party Terms.

2. **Responsibility for AirDial.** Except for billing for AirDial, as described further in Section 3 below, the purchase and use of AirDial is primarily governed and controlled by the Third-Party Terms. T-Mobile does not control how AirDial transmits, accesses, stores, or uses data and expressly disclaims all liability related to or arising from AirDial, including Customer’s use of the product, or liability related to or arising from any updates, modifications, outages, failures, corruption of data, loss of data, discontinuance of services, or termination of Customer’s account by AirDial. T-Mobile is not responsible for wireless connections with the product that are not provided via the T-Mobile Network Service. The “T-Mobile Network Service” means the wireless mobile services provided under the Agreement to Customer by T-Mobile using T-Mobile’s Nationwide Network. This AirDial Addendum supplements and does not amend the Agreement.

3. **Pricing** Monthly Recurring Charges (“MRC”) are the monthly fees for the Services charged to Customer for AirDial. MRC are net of all discounts. No other service discounts will apply. MRC and setup charges do not include taxes, fees, or surcharges. AirDial Hardware is purchased directly from, and billed by, Ooma, Inc.

Ooma AirDial	MRC/per license
Ooma AirDial - 3 Year Term subscription	\$29.95
Ooma AirDial - 1 Year Term subscription	\$34.95

Ooma AirDial – Month to Month	\$39.95
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4. **Billing; Fees.** T-Mobile will charge and invoice Customer for AirDial on a monthly basis. Customer agrees to pay all Charges (including, but not limited to the MRCs) assessed and billed to Customer's Master Account. For questions on billing contact (844) 941-0630 or governmentaccount@t-mobilesupport.com.

5. **Subscription.** AirDial is a subscription-based service with a term, as indicated in the Section 3 table above, for each license (each a "Subscription Term"). Each AirDial Subscription Term begins on the date of Customer's AirDial activation. If customer terminates a license(s) prior to the end of the Subscription Term for such license(s), Customer will be responsible for the remaining MRC payments due, up to the total subscription cost, for such terminated license(s). Notwithstanding anything to the contrary in this Addendum, following the expiration of a Subscription Term, T-Mobile will continue to provide the service to Customer under the same pricing and terms and conditions set forth in this Addendum until either party provides 30 days' advance written notice to terminate the service.

6. **Support.** Customer may contact T-Mobile for any questions relating to billing, as described in Section 4, above, or the T-Mobile Network Service. For all other support of AirDial contact Ooma, Inc. directly at (888) 688-6662.

7. **Assignment.** This Addendum may not be assigned or transferred by Customer without the prior written permission of T-Mobile. Any attempted assignment without such consent will be void. Subject to this restriction, this Addendum will inure to the benefit of and be binding upon the heirs, successors, subcontractors, and assigns of the respective Parties.

8. **Miscellaneous.** The Agreement and this Addendum constitute the complete, final, and exclusive understanding between Customer and T-Mobile regarding the subject matter of this Addendum. The Agreement and this Addendum supersede all prior understandings, communications, and agreements between Customer and T-Mobile with respect to AirDial.

T-Mobile USA, Inc.	Holly Springs, Georgia
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Reviewed and Acknowledged:	

T-Mobile USA, Inc. CSCA Representative	

SOURCEWELL PARTICIPATING ENTITY ENROLLMENT AGREEMENT

Participating Entity Name: _____ (**"Participating Entity"**)

Is the Participating Entity a Non-Profit (501(c)3) organization: ___ Yes or ___ No

Address: _____

Billing Address (if different from above): _____

This Participating Entity Enrollment Agreement for Wireless Services (this "**Enrollment Agreement**") is between **T-Mobile USA, Inc.**, a Delaware company, **as contracting agent on behalf of the applicable T-Mobile affiliates providing the Products and Services "T-Mobile"** and Participating Entity.

T-Mobile USA, Inc. and Sourcewell ("**Customer**") entered into a Contract (Contract Number: 031924-SPT)) (the "**Customer Agreement**") dated June 4, 2024 for T-Mobile to provide wireless products and services to Customer. As provided in the Customer Agreement, Participating Entity may purchase wireless Products and Services in accordance with the terms and conditions of this Enrollment Agreement.

T-Mobile and Participating Entity agree as follows:

1. **Relationship of Parties.** By signing this Enrollment Agreement, Participating Entity represents that it is a Sourcewell Participating Entity as defined in the Customer Agreement. Upon execution of the Enrollment Agreement by Participating Entity, Participating Entity will be eligible to submit orders ("Order") for the Products and/or Services set forth in the Customer Agreement.
2. **Terms and Conditions.** By signing the Enrollment Agreement, Participating Entity agrees to be bound by the applicable terms and conditions of the Customer Agreement and its Attachments, as amended.
3. **TERM.** The term of this Enrollment Agreement (the "**Term**") begins on the date the last party signs this Enrollment Agreement ("**Effective Date**") and will remain in effect until either T-Mobile or Participating Entity exercises its right to terminate this Enrollment Agreement in accordance with the Standard Terms and Conditions (as defined below). Notwithstanding the foregoing, if (A) the Customer Agreement expires, is not renewed by Customer, or is terminated by either Customer or T-Mobile or (B) Participating Entity ceases to meet the eligibility requirements set forth Customer Agreement, then T-Mobile may either (1) establish a new Term for this Enrollment Agreement and adjust the discounts and pricing applicable to Participating Entity, or (2) terminate this Enrollment Agreement by giving Participating Entity 60 days' prior written notice.
4. **SERVICES.** Participating Entity may receive the same pricing and discounts for Products and Services under this Enrollment Agreement as provided under the Customer Agreement. Notwithstanding the foregoing, Participating Entity is not eligible to receive any early termination fee waivers, administrative fee payments (or similar payments), or credits that are provided to Customer under the Customer Agreement.
5. **OTHER TERMS AND CONDITIONS**
 - A. Participating Entity agrees that T-Mobile's Standard Government Terms and Conditions for Communications Services ("**TfG Terms and Conditions**"), as posted at <https://www.t-mobile.com/business/terms-and-conditions> (the "**Terms and Conditions Website**") and as amended from time to time, are incorporated into this Enrollment Agreement and apply to all T-Mobile Products and Services acquired or used under this Enrollment Agreement. Participating Entity's use of Products and Services is also governed by the applicable Product or Service-specific terms and conditions posted in the "TfG Services and Products; Third-Party Solutions" section of the Rates and Conditions Website ("**Product Terms and Conditions**"), including the Wireless Services Product Annex. For the purpose of this Enrollment Agreement, "Customer" as it is used in the Standard Terms and Conditions and the Product Terms and Conditions, will be deemed to refer to Participating Entity.
 - B. Participating Entity agrees that T-Mobile and Customer may modify and amend the rates, charges, discounts and terms and conditions under the Customer Agreement, which may result in a modification of the rates, charges, discounts and terms and conditions applicable to this Enrollment Agreement.
 - C. Participating Entity agrees that this Enrollment Agreement is only for the benefit of Participating Entity. Participating Entity's contractors, Affiliates, subsidiaries, members, franchisees, distributors, suppliers, etc. are not eligible to purchase under this Enrollment Agreement.

- D. Participating Entity agrees that T-Mobile may provide reports to Sourcewell consisting of Participating Entity's name, address, total amount spent, service and product purchase information and other items as required under the Customer Agreement or under this Enrollment Agreement.

In order to become effective, this Enrollment Agreement must be executed by a duly authorized representative of Participating Entity and delivered to T-Mobile after signing. Upon Participating Entity's execution of this Enrollment Agreement, it shall be deemed accepted by T-Mobile without counter-signature; provided that, Participating Entity does not make any modifications, interlineations, addition, supplement and/or other change(s) ("Changes") to this Enrollment Agreement. Any Changes to this Enrollment Agreement by Participating Entity shall render this Enrollment Agreement null and void.

[Participating Entity Legal Name]

Signed By

Name _____
(print or type)

Title _____
(print or type)

Phone _____

E-Mail _____

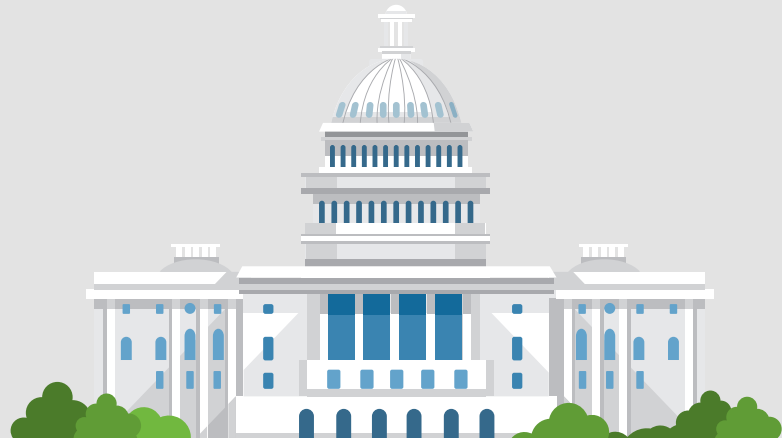
Address _____

Date Signed (required)

Sourcewell Participating Entity Number (required): _____

Once this form is complete, if not submitting electronically then email to: sourcewell@t-mobile.com OR For questions, please send to: sourcewell@t-mobile.com

Save money with the all-in-one POTS replacement solution.



Ooma AirDial enables state and local governments to remain compliant and keep using critical alarm, safety, building access, and fax systems. Government entities can migrate from copper-based phone lines to an intelligent solution that runs on a hassle-free wireless network.

Ooma AirDial allows you to retain your critical systems and is ideal for:



Security Alarm Panels



Building Entry Phones



Fire Alarm Panels



Essential Phone Lines



Elevator Phones



Fax Machines



Public Safety Phones



Backup Phone Service



All-inclusive solution

- Solve all POTS challenges with one provider - hardware, data, and phone service with no monthly rate “surprises”.

Tremendous value

- Save money on monthly phone bills.

Compliance

- Built with the applicable guidelines of UL, NFPA 72, California Fire Marshal, and ASME A17.1B in mind.

Simple migration

- Provides a quick, easy migration and organizations can keep using existing systems.

DIY or turnkey installation

- Deploy yourself; or receive end-to-end project management from assessment to installation and support.

Flexible deployment options

- Configure to provide LTE failover for mission critical VoIP lines.

Remotely managed

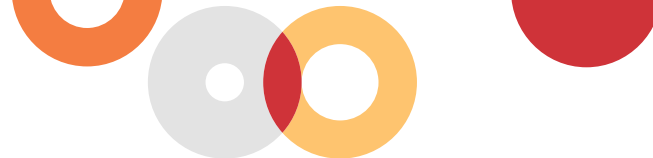
- Get automatic software updates and system monitoring.

Increase visibility

- Manage all locations and devices using intuitive web portal. Get SMS and email alerts should outages occur or when batteries are low.

Failover Protection

- MultiPath technology sends all voice traffic over both the LTE and wired Ethernet links simultaneously to avoid service interruptions; backup battery maintains service for at least 8 hours during an unforeseen outage.



CP Group, a vertically integrated commercial real estate and management firm, is the largest office landlord in Florida and among the top 25 in the United States. Their portfolio includes the Boca Raton Innovation Campus, the largest single office facility in Florida at 1.7 million square feet.

The Challenge

For the many elevators spread across the Boca Raton Innovation Campus, POTS lines were becoming more expensive and less reliable. Also, construction of additional facilities was about to knock out a wiring room where many POTS lines terminated.

The Solution

CP Group is using 14 Ooma AirDial units to provide connections for 17 elevators and the switch to AirDial from traditional POTS service is saving them \$15,000 every year.

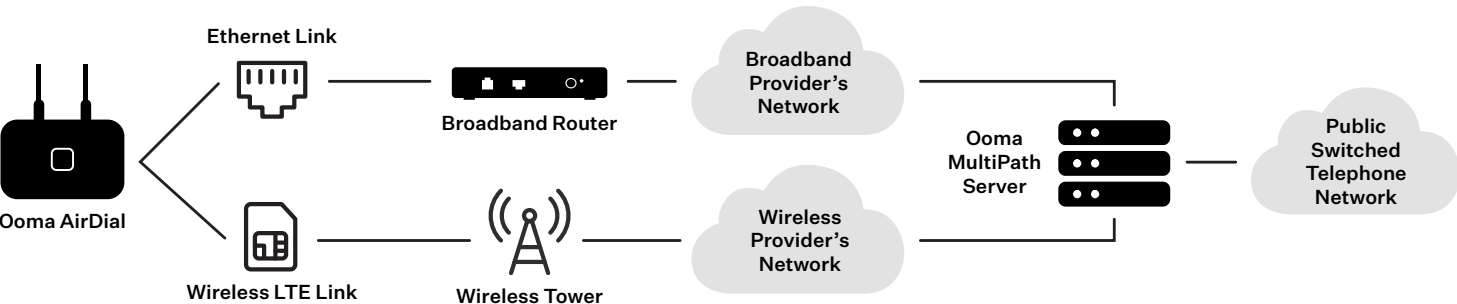


“I’ve received calls from other property managers and I’ve highly recommended Ooma AirDial for their facilities.”

Greg Yuskanich, Project Manager, CP Group

The Ultimate in High Availability

Ooma’s MultiPath transport technology routes all voice traffic over both the LTE and wired ethernet networks simultaneously to avoid service disruptions.



Ooma AirDial – Remote Device Management and Notification Tool

With Ooma AirDial's Remote Device Management web portal you have complete visibility into all systems in one location. Instantly see service status, LTE signal strength, battery life and more across all Ooma AirDial devices and locations.

Device List View

Ooma | RDM

DevicesAccountsUsers

Hi Joe

Devices

Select Account

The Loop Hotel

Search

Activate Device

Name	MyID	Service Status	WAN Status	LTE	Battery State	Battery Level	FXS Port 1	FXS Port 2	FXS Port 3	FXS Port 4	Carrier	Adapter Firmware Version	Base Station ...	Time In Service...
South Tower	548514	In-service	LTE		Full	100%	(872) 873-3032	(872) 873-3031			T-Mobile	105559585	About an hour ...	
North Tower	54C748	In-service	LTE		Full	100%	(872) 888-1204	(872) 888-1030			T-Mobile	105559585	About 21 minut...	
Center Building	548084	In-service	LTE		Full	100%	(872) 873-3029	(872) 873-3026	(872) 873-3025	(872) 873-3024	T-Mobile	105559585	About an hour ...	

Rows per page: 10

1-3 of 3

Generate event notifications.

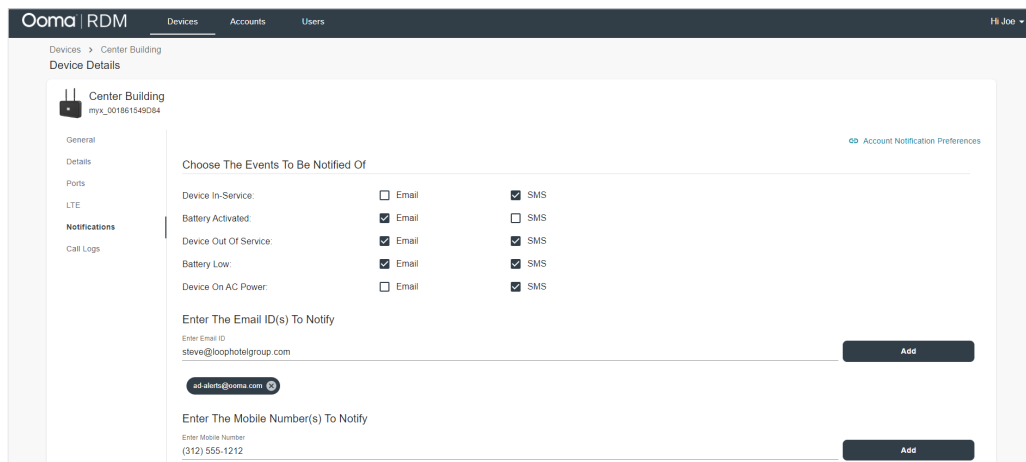
A notification can be received via SMS text message or email. You choose which type of notification is generated for each event, and you can add multiple recipients for each notification type.

Notification events include:

- Device In-Service
- Device Out-of-Service
- Battery Activated
- Battery Low
- Device on AC Power

Role-based access capabilities empower account owners to give other users permissions such as Administrator, Editor, or User, without sharing login credentials.

Device Notification Settings



Center Building
myx_001861549084

General
Details
Ports
LTE
Notifications
Call Logs

Choose The Events To Be Notified Of

Device In-Service:	☐ Email	☒ SMS
Battery Activated:	☒ Email	☐ SMS
Device Out Of Service:	☒ Email	☒ SMS
Battery Low:	☒ Email	☒ SMS
Device On AC Power:	☐ Email	☒ SMS

Enter The Email ID(s) To Notify

Enter Email ID:
steve@loophotelgroup.com

Add

ad.alerts@ooma.com

Enter The Mobile Number(s) To Notify

Enter Mobile Number:
(312) 555-1212

Add

Ooma AirDial Specifications

Processor	Dual-core ARM Cortex A9 CPU
Modem	Quectel EG95-NAXD; Cat-4 LTE; Support for bands B2/B4/B5/B12/B13/B25/B26; Data rates up to 150 Mbps down and 50 Mbps up
Antennas	Two TG.55 Apex III Wideband 5G/4G Dipole Terminal Antennas; Fully 5G/4G Operational with Assisted GPS; Hinged 90° termination with SMA(M) Connector; Straight Dimensions: 6.77 x 0.94 x 0.51 in; Right Angle Dimensions: 5.83 x 1.67 x 0.51 in
SIMs	Dual micro-SIM support
Telephony	Four RJ-11 analog FXS ports; 55Vrms Low Power Ringing (with smart ringing to reduce peak instantaneous power); LCCD converter tracking telephony voltage supply
MultiPath	Routes all voice traffic over both the LTE and wired Ethernet links simultaneously to avoid service interruptions
Managed Facilities Voice Network (MFVN)	MFVN compliant network, when needed, ensures traffic never crosses the public internet.
Ethernet	One RJ-45 10/100/1000 Ethernet WAN port; One RJ-45 10/100/1000 Ethernet LAN port
Power	AC-DC Adapter w/ MicroFit+ connector; Input 100-240 VAC 50-60Hz, Output: 12VDC/3A 36W; Integrated UPS (Uninterruptible Power Supply); Accepts 9v – 33v dec input (for 12v or 24v systems)
Battery Backup	Replaceable battery pack 3S3P Li-ion battery: 10.95V, 3A; Capacity 85.4 Wh (7.8 Ah) provides > 8 hours of standby time
Display	176x220 TFT LCD display
Switches	Master On/Off; Factory reset (recessed)
Box Dimensions	W 11.81 x H 2.36 x D 7.87 in
Line and Battery Status	Monitoring notifications via SMS and email alerts
Administration	Web-based management portal

Industry Recognition



Scan the QR code to download the AirDial Datasheet.

011924-SLG-KJ

T-MOBILE FOR GOVERNMENT (TFG) TERMS AND CONDITIONS

1. Definitions.

1.1 “Affiliate” means any United States (“U.S.”) legal entity that directly or indirectly controls, is controlled by, or is under common control with a Party (but only for as long such entity controls, is controlled by, or is under common control with such Party), where “control” means the possession, directly or indirectly, of more than 50% of the equity securities or equity interests in such entity, or the power to direct or cause the direction of the management and policies of such entity (whether through ownership of securities, partnership interests or other ownership interests, by contract, or otherwise).

1.2 “Applicable Law” means all U.S. laws, rules, and regulations that are applicable to a Party’s obligations under this Agreement.

1.3 “Applicable Privacy Law” means all Applicable Law(s) governing privacy or the protection of Personal Data.

1.4 “Charges” means any Taxes and Fees, Surcharges, Monthly Recurring Charges, and all other amounts T-Mobile invoices to Customer under its Master Account that are applicable to Services, Products, and Third-Party Solutions purchased by Customer under this Agreement.

1.5 “CL” means “corporate liable” lines of Services purchased and paid for by Customer for use by its Users.

1.6 “Confidential Information” means any non-public, proprietary information, data, or know-how disclosed by a Party to the other Party, or acquired by a Party pursuant to, or in connection with, this Agreement, and which is either designated as proprietary or confidential or, by the nature of the circumstances surrounding disclosure, ought to be reasonably treated as proprietary or confidential. Confidential Information includes without limitation all non-public technical information, financial information, business plans or projections, marketing information, and any other information pertaining to the past, present, or future business operations or financial condition of a Party. Rate Plans, pricing, products, and associated terms are T-Mobile’s Confidential Information.

1.7 “CPNI” means Customer Proprietary Network Information as defined in 222(h)(1) of the Communications Act of 1934, as amended, 47 U.S.C. 222(h)(1).

1.8 “Device” means a Product for which T-Mobile provides Wireless Service(s) including, but not limited to, a phone handset, tablet, or SIM card.

1.9 “Device Information” means the International Mobile Equipment Identity (IMEI) of Devices.

1.10 “IL” means “individual liable” wireless mobile lines of services purchased by Customer’s employee(s) for their own personal use and for which the employee is directly responsible for payment of charges for wireless services and devices under T-Mobile’s Employee Benefits Program.

1.11 “Location-Based Services” or “LBS” means services that rely on location information or geographic data (such as mapping or ride-sharing services) and may provide location-based information to the User based on that data. LBS does not include the collection and use of location information necessary to provide voice or data communications services or broadband connectivity.

1.12 “Master Account” means Customer’s CL master account for the purchase and use of Services, Products, and Third-Party Solutions under this Agreement.

1.13 “Monthly Recurring Charges” or “MRC” means the monthly Services charged to Customer. Monthly Recurring Charges do not include Taxes and Fees, Surcharges, or non-recurring charges (such as international roaming).

1.14 “Network” means T-Mobile’s owned wireless network.

1.15 “Order” means a written (including electronic) order, submitted or confirmed by Customer’s authorized representative and accepted by T-Mobile, that identifies the Services, Products, and Third-Party Solutions purchased by Customer, and associated commercial terms, including price, quantity, and requested delivery dates and destinations. For avoidance of doubt, any and all additional terms and conditions in any Customer-generated purchase order will be void and have no force or effect.

1.16 “Personal Data” means data provided by or on behalf of Customer to T-Mobile, or obtained by T-Mobile through Customer's use of the Services, that is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identified or identifiable individual, household, device, or T-Mobile account, and/or that is ‘personal information,’ ‘personal data,’ or analogous variations of such terms under Applicable Privacy Laws, including without limitation CPNI.

1.17 “Product” means any equipment, devices, hardware, cabling, and other materials that Customer purchases under this Agreement for its use with the Services.

1.18 “Rate Plan” means a T-Mobile plan for business customers, which includes, as applicable, allotments, such as minutes, messages or data, rates, and other terms and features.

1.19 “Services” means the services T-Mobile provides to Customer under this Agreement and that are billed under Customer’s Master Account. “Services” do not include Third-Party Solutions or any other third-party products.

1.20 “Surcharges” means those governmentally permitted charges assessed by T-Mobile solely to recover costs that T-Mobile incurs in connection with providing telecommunications services to its customers. These charges may include, without limitation, e911, and fees for items such as universal service support, telephone relay service, and public safety.

1.21 “Taxes and Fees” means all transactional based taxes and fees imposed by any government authority where the tax or fee arises out of Customer’s purchase of Services or Products from T-Mobile under this Agreement and where the legal incidence of such tax or fee resides with the Customer.

1.22 “TfG Terms and Conditions Website” means the website currently found at the URL <https://www.t-mobile.com/business/terms-and-conditions>, as may be updated from time-to-time.

1.23 “Third-Party Solutions” means third-party services or products that T-Mobile licenses or resells to Customer under this Agreement.

1.24 “T-Mobile Marks” means the trademarks, service marks, trade dress, logos, trade names, domain names, and URLs of T-Mobile, including those licensed to T-Mobile by Deutsche Telekom AG.

1.25 “User(s)” means Customer’s employees, and Customer’s Affiliates’ employees, who use or receive Services under Customer’s Master Account.

1.26 “Wireless Services” means Services that T-Mobile provides to Customer on a wireless basis under a Master Account and subject to the T-Mobile for Government (“TfG”) Master Account Wireless Services Product Annex, as posted at the TfG Terms and Conditions Website.

2. Master Account Terms.

2.1 Eligibility and Order of Precedence.

2.1.1 Eligibility. The terms and conditions of this Agreement are customized for federal, state, and local government entities and agencies. T-Mobile defines “government entities and agencies” as those entities that receive their primary funding support through the allocation of appropriated public funds and are entitled to exercise sovereign rights and privileges. T-Mobile recognizes that under certain circumstances, non-governmental entities may be

permitted to purchase Products and Services under this Agreement. For non-governmental entities, T-Mobile may limit the applicability of any contractual provisions specifically based on governmental rights and privileges.

2.1.2 Order of Precedence. Customer's solicitation for proposals and T-Mobile's response (if any) are incorporated into the Agreement by this reference. In the event of a conflict between the terms of this Agreement and any attachments or other documents incorporated herein, the conflict shall be resolved in the following order of precedence (from highest to lowest): (a) the terms and conditions of this Agreement, excluding attachments and exhibits; (b) all relevant attachments/exhibits to this Agreement; (c) posted or referenced terms; (d) T-Mobile's response to Customer's request for proposal or similar solicitation (if any); and (e) Customer's solicitation (if any). Furthermore, specific terms will control over general provisions and negotiated, added, or attached terms, conditions or pricing will control over standardized, posted or non-negotiated terms, conditions and pricing, to the extent permitted by law.

2.2 Pricing. Prices for Services, Products, and Third-Party Solutions purchased under this Agreement are identified in associated exhibits, an addendum or an Order (as applicable).

2.3 Restrictions. Customer must not: (i) resell any aspect of the Services, or (ii) bundle any aspect of the Services with any product not provided to Customer by T-Mobile, whether for profit or otherwise, except as agreed upon by T-Mobile in writing. Customer has no proprietary or ownership rights to a specific number, IP address, or e-mail address assigned to Customer or Customer's Device as part of Services, Products, or Third-Party Solutions. Customer and its Users may not use the Services, Products, or Third-Party Solutions to send harassing, threatening, obscene, fraudulent, unlawful, abusive or unsolicited commercial text, e-mail or other messages. Customer and its Users must not use the Services, Products, or Third-Party Solutions in a manner that (a) accesses the accounts of others without authority; (b) tampers with, reprograms, alters, or otherwise modifies the Services, Products, or Third-Party Solutions; (c) violates intellectual property rights; (d) conflicts with Applicable Laws; or (e) is not in accordance with this Agreement.

2.4 Third-Party Solutions. The Third-Party Solutions are licensed to Customer by T-Mobile and Customer's use may be subject to additional license terms between Customer and the creator/owner of the Third-Party Solutions (such as acceptable use and privacy terms). T-Mobile may suspend, block, or terminate Customer's use of any Third-Party Solutions if Customer fails to comply with any applicable licensing requirement. Upon termination or expiration of the Agreement or the applicable Services, any applicable license will terminate, and Customer will immediately discontinue using the applicable Third-Party Solution. Third-Party Solutions are licensed for Customer's lawful use on Products only. Customer may not transfer, copy, or reverse engineer any Third-Party Solutions, or alter, disable or circumvent any digital rights management security features embedded in the Third-Party Solutions. Customer may refer to T-Mobile's Privacy Policy as well as the Third-Party Solutions creator or owner's privacy policy for information regarding the collection, use and retention of information collected when a User downloads, installs, or uses any Third-Party Solutions. T-Mobile is not responsible for the Third-Party Solutions' use, storage, transmission, processing, disclosure, or disposal of any of Customer's information or data in connection with the use of the Third-Party Solution.

2.5 Security. Customer will protect usernames and passwords for Customer's Master Account. Customer will promptly notify T-Mobile of any unauthorized use of Customer's Master Account, or other security breach of Master Account information or credentials, or any fraudulent use of the Master Account, where Customer has knowledge. Customer is responsible for all Master Account usage. Customer will cooperate with T-Mobile in investigating all unauthorized use and suspected unlawful or fraudulent use associated with its Master Account.

2.5.1 Information Security. T-Mobile's Information Security procedures, as posted to the TfG Terms and Conditions Website, are incorporated into this Agreement.

3. Billing and Payment of Charges.

3.1 Billing. Unless otherwise set forth in an Order, T-Mobile will invoice Customer for Services, Products, and Third-Party Solutions on a monthly billing cycle basis. Customer will pay all Charges assessed and billed to Customer on an invoice. Except as prohibited by Applicable Law, Customer must pay undisputed Charges within 30 days of the invoice date. If T-Mobile does not receive payment by the due date on Customer's invoice, Customer may be assessed interest of the lower of 1.5% per month (or any portion thereof) or the highest amount permitted by Applicable Law, T-Mobile for Government (TfG) Terms and Conditions

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on any past due amount, until paid. T-Mobile may charge Customer the maximum amount allowed under Applicable Law if any check or electronic funds transfer payment, including debit or Automated Clearing House payment, is dishonored or returned for insufficient funds. T-Mobile invoices electronically. Customer may request paper invoices at any time by contacting Customer Support at (800) 375-1126 or email T-Mobile at Businesscare@t-mobilesupport.com.

3.2 Disputes. If Customer disputes any Charges, Customer must notify T-Mobile of such dispute within sixty (60) days from the date the Charges were first billed or Customer waives the right to dispute such amounts. Disputes should be directed to T-Mobile by contacting your assigned T-Mobile Dedicated Care Representative. T-Mobile may require Customer to describe the dispute in writing. If Customer accepts a credit, refund or other compensation or benefit to resolve a disputed Charge, Customer agrees that the issue is fully and finally resolved, and T-Mobile will be released from any and all liability regarding said dispute. Unless otherwise provided by law, Customer must pay any undisputed portion of the Charges until the dispute is resolved.

4. Taxes, Fees and Surcharges.

4.1 Taxes and Fees; Surcharges. T-Mobile rates and charges for Products and Services do not include applicable Taxes and Fees, or Surcharges. Customer will be responsible for and will be obligated to pay all Taxes and Fees, and all Surcharges. Taxes and Fees, and Surcharges, are calculated and invoiced to Customer's Master Account based on existing laws, regulations and guidance, and may change without notice. In certain cases, Customer may be able to claim an exemption from some Taxes and Fees. If Customer is claiming a tax exemption, Customer must promptly provide T-Mobile with valid documentation evidencing its exemption, which will be applied prospectively after T-Mobile has reasonably confirmed its applicability. T-Mobile will be responsible for taxes imposed on its net income, capital stock, employment and property. Surcharges are calculated by T-Mobile and may change from time to time without notice regardless of any pricing commitments elsewhere in this Agreement.

4.2 Tax Situs. Customer will provide T-Mobile with accurate street address information, not including a P.O. Box, for each User. This street address is where Services will be provided to each User (also known as a place of primary use, or "PPU"), and the address(es) used by T-Mobile to determine the Taxes and Fees, and Surcharges, applied to the line(s) of Services in Customer's Master Account. Customer will notify T-Mobile of any changes in any Users' PPU. If Customer does not provide T-Mobile with accurate address information, T-Mobile will use the best information available to determine a PPU, which might be a default location and that may result in Customer paying a higher or lower amount in Taxes and Fees, and Surcharges, than if T-Mobile had received accurate information.

4.3 Withholding. Where Customer concludes that there is a requirement for Customer to withhold any Taxes and Fees from any payments due under this Agreement, Customer will promptly notify T-Mobile of its conclusion and why withholding applies, such as by providing a copy of a notice from the IRS or a state directing Customer to withhold such Taxes and Fees from any payments due T-Mobile, and Customer will allow T-Mobile to remediate or resolve the withholding obligation. To the extent that T-Mobile cannot resolve the withholding obligation by the applicable due date, T-Mobile agrees that Customer may withhold the required Taxes and Fees, provided that Customer promptly provides T-Mobile evidence of the withheld Taxes and Fees paid to the government. If Customer neglects to promptly tell T-Mobile of Customer's obligation to withhold any Taxes and Fees from any payments due T-Mobile, Customer agrees that it will pay T-Mobile the gross amount due as if no such withholding applied.

4.4 Cooperation. The Parties will reasonably cooperate to fully comply with all applicable tax laws, rules, regulations and guidelines affecting this Agreement.

5. Term; Termination.

5.1 Customer Right to Terminate.

5.1.1 Material Failure. If (i) T-Mobile materially fails to provide a Product or Service (unless T-Mobile is exercising its rights under the Suspension or Termination for Cause section), (ii) Customer provides T-Mobile with written notice of the failure and a reasonable opportunity to cure within 30 days from receipt of notice, (iii) T-Mobile fails to cure the material failure within the 30-day cure period, and (iv) Customer provides T-Mobile with written notice of T-Mobile's failure to cure and Customer's election to terminate the affected Product or Service, then Customer may terminate

such Product or Service without early termination liability. T-Mobile's material failure does not include a failure caused by Customer or a Force Majeure Event. If T-Mobile disputes the basis for Customer's termination, T-Mobile must invoke the negotiation process outlined in the Dispute Resolution section below.

5.1.2 Termination for Convenience. Customer may terminate this Agreement at any time by providing 30 days' written notice to T-Mobile.

5.2.3 Termination for Nonappropriation. Customer may terminate this Agreement at the end of the then-current fiscal period, without incurring any form of payment liability in excess of previously appropriated amounts, only when Customer is unable to secure or allocate sufficient funds in its operating budget to fulfill its financial obligations under the Agreement for the following fiscal year ("Termination for Non-appropriation"). Following Termination for Non-appropriation, Customer will not be obligated for payments for any fiscal period after the effective date of termination. Customer will give T-Mobile written notice of any termination for non-appropriation at least 30 days before the effective date of the termination. At T-Mobile's request, Customer will provide supplemental documentation regarding the non-appropriation of funds. Customer must take all necessary action to budget and secure any funds required to fulfill its contractual obligations for each fiscal year during the Term.

5.2 T-Mobile Right to Suspend or Terminate

5.2.1 Immediate Suspension and Termination. T-Mobile may immediately, and without notice, suspend or terminate applicable lines of Service, or limit new Orders, if T-Mobile suspects unlawful or fraudulent use of the Services or Products or Third-Party Solutions.

5.2.2 Suspension and Termination with Notice. For any material breach of this Agreement by Customer (other than the breaches described in the Immediate Suspension and Termination section above), T-Mobile may suspend or terminate the Services, or terminate this Agreement, if Customer fails to cure such breach within 30 days of the date of written notice from T-Mobile to Customer. If T-Mobile suspends or terminates the Services or Customer's Master Account, and later reinstates Services or the Master Account, Customer may be charged a reactivation fee.

5.3 Wireless Services Lines Following Termination of this Agreement. If Customer terminates this Agreement, all lines of Wireless Services will, until such time as Customer terminates the line(s) or ports the line(s) to another carrier: (a) remain active under Customer's Master Account; and (b) be subject to the TfG Terms and Conditions as posted to the TfG Terms and Conditions Website. If T-Mobile terminates this Agreement under this Section 5, all lines of Wireless Services will be automatically terminated effective as of the effective date of termination of this Agreement.

5.4 Effect of Termination. For each terminated line of Services, Customer must pay T-Mobile, in accordance with the payment terms above, the following: (a) all outstanding and unpaid Charges applicable to the Services, Products, and Third-Party Solutions through the effective date of termination; (b) all outstanding and unpaid Charges for any Devices that Customer purchased under T-Mobile's Equipment Installment Program ("EIP"); and (c) on a pro rata basis, all activation, service, subsidy, promotion, retention, device or other credits Customer may have received from T-Mobile under this Agreement.

Each Party's remedies under this Section 5 are not exclusive, but are in addition to all other remedies permitted under this Agreement.

6. Warranties; Disclaimer of Warranties.

6.1 Warranties. T-Mobile represents and warrants that it: (i) has the legal right and authority, and will maintain the legal right and authority during the Term, to provide the Services ordered by Customer; (ii) will provide the Services in a professional manner consistent with telecommunications industry standards; and (iii) will comply with Applicable Law in providing the Services to Customer. If Customer purchases IoT Devices from T-Mobile, Customer represents and warrants to T-Mobile that it has obtained, and will maintain, any and all consents, approvals

and authorizations from its employees, agents, or contractors that may be necessary for T-Mobile to provide the Device Information to Apple as requested by Apple.

6.2 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE WARRANTIES SECTION ABOVE, T-MOBILE, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, "T-MOBILE PARTIES") MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SERVICES, PRODUCTS, AND THIRD-PARTY SOLUTIONS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS." CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR USE OF THE SERVICES, PRODUCTS, AND THIRD-PARTY SOLUTIONS, EXCEPT FOR ANY WRITTEN LIMITED WARRANTY THAT MAY BE PROVIDED BY THE MANUFACTURER WITH PRODUCTS. ANY STATEMENTS MADE IN PACKAGING, MANUALS OR OTHER DOCUMENTS, OR BY ANY OF T-MOBILE'S AGENTS, ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND NOT AS WARRANTIES BY ANY T-MOBILE PARTIES. T-MOBILE PARTIES DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES OF ANY KIND ON THEIR BEHALF AND CUSTOMER WILL NOT RELY ON ANY SUCH STATEMENTS. T-MOBILE PARTIES DO NOT WARRANT THAT THE INFORMATION, PRODUCTS, PROCESSES, AND SERVICES AVAILABLE THROUGH THE SERVICES, PRODUCTS, OR THIRD-PARTY SOLUTIONS WILL BE UNINTERRUPTED, ACCURATE, COMPLETE, USEFUL, FUNCTIONAL OR ERROR FREE. T-MOBILE PARTIES DO NOT GUARANTEE THAT CUSTOMER'S COMMUNICATIONS WILL BE PRIVATE OR SECURE. IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT CUSTOMER COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR. CUSTOMER IS SOLELY RESPONSIBLE FOR MAINTAINING VIRUS AND OTHER INTERNET SECURITY PROTECTIONS WHEN ACCESSING THE INTERNET, SERVICES, AND THIRD-PARTY SOLUTIONS. SOME STATES MAY LIMIT THE DISCLAIMER OF CERTAIN REMEDIES AND THE FOREGOING APPLIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7. Indemnification.

7.1 Indemnification. T-Mobile, at its sole expense, will defend Customer from any claims by a third-party arising from personal injury, death, or damage to tangible property resulting from T-Mobile's gross negligence or willful misconduct in providing the Services under this Agreement (each a "Indemnified Claim"). T-Mobile will indemnify and hold harmless Customer against any damages or costs finally awarded or entered into in settlement, including without limitation reasonable outside attorneys' fees and court expenses, arising out of any Indemnified Claim.

7.2 Intellectual Property. T-Mobile will indemnify and defend Customer, Customer's directors, officers, employees, agents and their successors against Claims enforceable in the United States alleging that Services as provided infringe any third-party United States patent or copyright or contain misappropriated third-party trade secrets. T-Mobile's obligations under this section will not apply to the extent that the infringement or violation is caused by (A) functional or other specifications that were provided or requested by Customer, or (B) Customer's continued use of infringing Services after T-Mobile provides reasonable notice to Customer of the infringement. For any Claim that T-Mobile receives, or to minimize the potential for a Claim, T-Mobile may, at its option, either: (i) procure, at T-Mobile's expense, the right for Customer to continue using the Services; (ii) modify the Services or replace the Services with comparable Services, each at T-Mobile's expense; or (iii) terminate the Services.

7.3 Conditions to Indemnification. If an Indemnified Claim is commenced against Customer under Section 7.1, Customer must (a) give prompt written notice of such Indemnified Claim (although a delay in notification will not relieve T-Mobile of its obligations under this Section 7.3 except to the extent that the delay materially impairs its ability to defend the Indemnified Claims); (b) give T-Mobile primary control of the defense of the Indemnified Claim; and (c) provide all reasonably requested assistance in connection with the defense of the Indemnified Claim. Customer may employ separate counsel and participate in the defense of an Indemnified Claim at its own expense.

7.4 Exclusive Remedies. The provisions of this Indemnification section state the entire liability and obligations of T-Mobile and any of its Affiliates or licensors, and the exclusive remedy of Customer, with respect to any claims identified in this section.

8. Disclaimers of Certain Damages: Limitation of Liability.

8.1 Disclaimer of Certain Damages. T-Mobile Parties are not liable for any damages for loss of privacy, personal injury or property damage, interruption or failure of Services, loss of data, cost of replacement products and services, Network failures or outages, failures to make or receive 911 calls or receive 911 location services, cable cuts by third-parties, a local exchange carrier's activities or other acts or inactions of third-parties, inability to use the Services Products, or Network, or for content, advertisements, or websites Customer or its Users may be able to access by using the Services, Products, or Third-Party Solutions. Except for Customer's payment obligations, neither Party will be responsible for any delay, interruption, or other failure to perform under the Agreement due to acts, events, or causes beyond the reasonable control of the responsible Party, including but not limited to: natural disasters, wars, riots, terrorist activities, fires, embargoes and labor disputes, pandemics, and court orders and governmental decrees, even if such Party has been advised of the possibility of damages.

8.2 Limitation of Liability.

8.2.1 No Indirect Damages. IN NO EVENT WILL EITHER PARTY, ITS AFFILIATES, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, HAVE ANY LIABILITY TO THE OTHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, SALES, INVESTMENT OR OTHER EXPENDITURES, INVESTMENTS, OR COMMITMENTS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT EITHER PARTY, ITS AFFILIATES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2.2 Direct Damages Liability Caps and Exclusions. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM AGGREGATE LIABILITY OF T-MOBILE PARTIES TO CUSTOMER AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, AND THE EXCLUSIVE REMEDY AVAILABLE, FOR ANY AND ALL CLAIMS, DAMAGES, INJURY, AND LOSSES INDIVIDUALLY AND IN THE AGGREGATE ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO A TOTAL AGGREGATE AMOUNT NO GREATER THAN THE MONTHLY RECURRING CHARGES ACTUALLY PAID BY CUSTOMER IN THE 6-MONTH PERIOD PRIOR TO THE DATE THE FIRST CLAIM AROSE FOR THE APPLICABLE SERVICE. THE EXISTENCE OF MULTIPLE CLAIMS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES. THE PARTIES AGREE THAT INCLUSION OF THIS SECTION WAS A MATERIAL CONSIDERATION TO ENTER THIS AGREEMENT. THIS LIMITATION WILL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY OR ALL PARTS OF THE LIMITATION ON DAMAGES.

8.2.3 FORCE MAJEURE. Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts, events or causes beyond the reasonable control of the responsible party (a "Force Majeure Event"). Force Majeure Events include: natural disasters; wars, riots, and terrorist activities; cable cuts by third parties, a LEC's activities, and other actions or inactions of third parties; fires; embargoes and labor disputes; and court orders and governmental decrees.

9. Privacy.

9.1 Protection of Personal Data. T-Mobile receives limited Personal Data to manage the Customer's Master Account, such as contact information about Customer's authorized representatives. While providing the Services, T-Mobile also generates CPNI, and other important non-CPNI information related to the use of the Services. Customer acknowledges and agrees that with respect to Personal Data, T-Mobile is acting as a "Business" or "Controller" (as defined by Applicable Privacy Laws) or in an equivalent capacity. T-Mobile will only collect, use, disclose, or otherwise process Personal Data, and T-Mobile will protect the security, integrity, and confidentiality of Personal Data, in accordance with its B2B privacy policy at www.t-mobile.com/privacy, as amended from time to time; this Agreement, including T-Mobile's Information Security procedures; and Applicable Privacy Laws.

9.2 Customer's Disclosures and Consents. In accordance with Applicable Privacy Laws, Customer represents and warrants that, for Personal Data about Users or authorized representatives shared with or received from T-Mobile, Customer: (a) has obtained consent and/or authorization from each such User and authorized representative to share

or receive Personal Data, (b) will promptly notify T-Mobile of any User's or authorized representative's withdrawal of such consent or authorization, and (c) has previously provided all notices and disclosures to each such User and authorized representative.

9.3 T-Mobile's Disclosures of Personal Data to Users and Authorized Representatives. In jurisdictions where a User or authorized representative has a right to request that T-Mobile provide the Personal Data that T-Mobile maintains about them, Customer agrees to assist T-Mobile to verify the identity of the User or authorized representative, in accordance with Applicable Privacy Laws, and to take any other action reasonably necessary to comply with such Applicable Privacy Laws.

10. Confidentiality. During the Term and for 2 years after the expiration or termination of this Agreement, each Party receiving information ("Receiving Party") will retain in confidence the other Party's ("Disclosing Party") Confidential Information. Neither Party will use any Confidential Information disclosed under this Agreement for any purpose other than the fulfillment of this Agreement, which, for T-Mobile, includes: (a) providing the Services and Products to Customer, (b) preventing fraud, security incidents, and illegal or unauthorized activity; and (c) complying with Applicable Law. Receiving Party will protect Confidential Information of Disclosing Party and take precautions at least as great as those taken to protect its own confidential information of a similar nature and always taking reasonable steps to preserve confidentiality. Receiving Party will notify Disclosing Party promptly in writing if Receiving Party learns of any unauthorized use or disclosure of any Confidential Information that it has received from Disclosing Party and will cooperate in good faith to remedy such occurrence to the extent reasonably possible.

The restrictions in this Section will not apply to any information that: (a) was known by the Receiving Party without obligation of confidentiality prior to disclosure thereof by Disclosing Party; (b) was in or entered the public domain through no fault of the Receiving Party; (c) is disclosed to the Receiving Party by a third party legally entitled to make such disclosure without violation of any obligation of confidentiality; or (d) is independently developed by the Receiving Party without reference to any Confidential Information of Disclosing Party. The Receiving Party may, without breaching this Section, disclose Confidential Information disclosed by the Disclosing Party to the extent required to comply with a court order or Applicable Law. If the Receiving Party becomes subject to such a requirement, it must notify the Disclosing Party as soon as possible and, in any case, before it makes the required disclosure (if such notice is allowed) and it must reasonably cooperate with the Disclosing Party (if requested, and at the Disclosing Party's expense) to seek a protective order or similar protection for its Confidential Information. Nothing in this Section will be construed to require notice of lawful process that compels release of Personal Data regarding Users. Receiving Party will disclose only such information as is legally required and will use commercially reasonable efforts to obtain confidential treatment for any Confidential Information that is so disclosed. Receiving Party may disclose the Confidential Information of Disclosing Party to its directors, officers, members, managers, employees, auditors, consultants, financial advisors, lenders, attorneys and existing and potential third-party financial investors, provided that such disclosures may only be made on a need-to-know basis, and in the case of third-parties, subject to a non-disclosure agreement between the relevant Party and such third-party that is at least as restrictive as this Section. Receiving Party will destroy or return to Disclosing Party all materials, in any medium, which contain or reveal all or any part of any Confidential Information of Disclosing Party upon request, provided however that the Receiving Party may retain copies of Confidential Information to the extent required for legal or regulatory purposes and will not be required to delete electronic Confidential Information stored in any disaster recovery or archival storage in accordance with its policies and provided that any such retained Confidential Information will continue to be subject to the terms of this Agreement. Each Party acknowledges that breach of this provision by it may result in irreparable harm to the other Party for which money damages may be an insufficient remedy, and therefore the other Party will be entitled to seek injunctive relief to enforce the provisions of this Section.

T-Mobile acknowledges that the Agreement and the Confidential Information may be subject to disclosure in whole or in part under applicable Freedom of Information, Open Records, or Sunshine laws and regulations (collectively "FOIA"). Customer will provide T-Mobile with prompt notice of any FOIA requests or intended disclosures, citations to or copies of applicable FOIA for review, and an appropriate opportunity to seek protection of T-Mobile Confidential Information.

11. Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed, and any attempted assignment without such consent will be void. Notwithstanding the foregoing in this Section, either Party may assign this Agreement without the prior consent of the other Party, to any Affiliate or to any party acquiring all or substantially all T-Mobile for Government (TfG) Terms and Conditions
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of its capital stock or assets. Subject to this restriction, this Agreement will inure to the benefit of, and be binding upon, the heirs, successors, subcontractors, and assigns of the respective Parties.

12. Severability. If any provision of this Agreement is held to be inapplicable or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the Parties with the other provisions remaining in full force and effect, and the balance of the provisions will remain unaffected.

13. Governing Law. The laws of the State where Products and Services are provided will govern the construction and interpretation of this Agreement, without regard to the conflict of laws or choice of law provisions thereof.

14. Dispute Resolution. Any claim or controversy between the Parties arising out of or relating to this Agreement (a "Dispute") shall be resolved as follows:

14.1 Notice and Attempted Settlement. As a condition precedent for pursuing a Dispute in arbitration or in court in accordance with the provisions herein, the disputing Party must provide written notice to the other Party of the Dispute (a "Dispute Notice"). The Dispute Notice must summarize the Dispute, estimate damages, and request resolution. Except as otherwise expressly set forth in this Agreement, a Vice President (or higher) of each Party then will attempt to resolve the Dispute in good faith through direct negotiation. If the Dispute is not resolved within 30 days following service of the Dispute Notice, then either Party may seek relief as contemplated in the remainder of this Section.

14.2 Subsequent Steps.

14.2.1 If the total value of the Dispute is \$5,000,000 or less, taking into consideration any agreed upon liability limitations within this Agreement, the Dispute is subject to mandatory arbitration conducted by the American Arbitration Association (the "AAA") under the AAA's Commercial Arbitration Rules ("Arbitration"). The Arbitration will take place in King County, Washington before a single arbitrator. The appointed arbitrator may grant discovery based on the reasonable needs of the case and determine motions to be filed, including motions for preliminary or ancillary relief and for summary disposition, but will do so in accordance with the Parties' desire to economically and quickly resolve the Dispute. As soon as practicable after the hearing, the arbitrator will issue a written decision. The arbitrator will have no authority to award punitive damages, exemplary damages, consequential damages, multiple damages, or any other damages not measured by the prevailing Party's actual damages, and may not make any ruling, finding, or award that does not conform to the terms and conditions of this Agreement. The arbitrator shall award to the prevailing Party its reasonable attorneys' fees and costs of the Arbitration. No arbitration arising out of or related to this Agreement shall proceed on a collective or mass-action or class-action basis, and the arbitrator shall have no authority to consolidate cases. Any award, order, or judgment pursuant to Arbitration is final and binding, and may be enforced in any court of competent jurisdiction. All Arbitration proceedings and negotiations will be confidential.

14.2.2 If the total value of any Dispute is greater than \$5,000,000 (or if the Parties reasonably disagree about whether the total value of a Dispute is \$5,000,000 or less), then any action or proceeding relating to the Dispute may be brought only in a state or federal court where Products and Services are provided. The Parties expressly consent to personal jurisdiction in, and waive any objection to, venue in such courts. Each Party expressly waives the right to 1) a jury trial, 2) participate as a plaintiff or class member in a class action, and 3) participate as part of a consolidated action with any other case.

14.3 Exceptions. Notwithstanding the above: (a) claims involving intellectual property will be brought in a court of competent jurisdiction where the allegedly offending party is subject to personal jurisdiction; and (b) claims for injunctive relief may be brought in any court of competent jurisdiction by either party, or transferred to such court by the responding party prior to the deadline to file any responsive pleading in arbitration.

14.4 Limitation of Actions. Any Party asserting a Dispute against the other Party, except a dispute for fraud, must serve a Dispute Notice on the other Party within 180 days from the date the disputing Party knows, or has reason to know, of any such Dispute. The Parties further agree that any Dispute must be submitted to arbitration or a court of competent jurisdiction within 180 days from the date the Dispute Notice is served on the other Party. Failure to provide a Dispute Notice or to initiate arbitration or court proceedings within these time frames will relieve the non-

disputing Party of any liability or obligation with respect to the Dispute and will constitute an absolute bar to the initiation of any proceedings including, without limitation, legal, equitable, or arbitral proceedings of the Dispute. This section will not apply to Customer's payment obligations.

15. Account Access Authorization. Customer authorizes T-Mobile's authorized support staff to access Customer's Master Accounts to perform maintenance, service, or security functions where warranted by T-Mobile business or security procedures, even in the absence of a direct request from the Customer. For example, such access includes, but is not limited to: change of address where T-Mobile receives notice of such a change from the United States Postal Service, or security passwords where we detect a password compromise.

16. Account Management (Customer Authorization). Customer may authorize (via a written letter) a third-party to act as Customer's agent for purposes of procuring necessary support services related to this Agreement.

16.1 Customer remains fully responsible for any obligations incurred under this Agreement, whether due to changes Customer or its Customer Agent requests for Customer's account;

16.2 Customer will ensure that its Customer Agent has agreed to confidentiality and/or non-disclosure terms that are at least as protective of T-Mobile's Confidential Information as contained in this Agreement;

16.3 Customer consents to T-Mobile's disclosure of Customer's Confidential Information (as this term is defined herein) and CPNI, as defined in the Communications Act of 1934, as amended, 47 U.S.C. § 222, (1996) to its Customer Agent, and waives any claim against T-Mobile for any damages, expenses, costs, or liabilities arising from such disclosure;

16.4 Customer fully acknowledges, understands and accepts that there may be foreseeable and unforeseeable risks, including, but not limited to, increased risks of fraud to Customer's account or improper disclosure of Customer's account information, related to Customer's request that Customer Agent personnel be granted access to Customer's accounts. Accordingly, Customer fully releases, and holds T-Mobile, its affiliates and officers harmless from any and all claims, demands, causes of action, losses, expenses or liabilities, including, but not limited to, reasonable attorneys' fees, arising out of or related to the acts or omissions of Customer Agent;

16.5 Activations of new lines of Service under this Agreement will continue to be activated through the T-Mobile Government Sales Account Team assigned to Customer's Master Account provided that such activation requests may be made by Customer or its Customer Agent; and

16.6 If applicable, Customer agrees to be bound by the terms of any and all T-Mobile Equipment Installment Program ("EIP") or lease agreements signed by a Customer Agent on behalf of Customer.

17. Technology Evolution. In the normal course of technology evolution and enhancement, T-Mobile continually updates its Services, Products, and Network. In some instances, these efforts will result in the need to ultimately replace or discontinue certain Services, Products, Third-Party Solutions, or technologies. In such event, T-Mobile will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, T-Mobile reserves the right after providing the notice below in this Section, to: (a) migrate Customer to a replacement technology; or (b) discontinue any Services, Products, Third-Party Solutions, the Network, or any related technology without either Party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Services, Products, Third-Party Solutions, the Network, or any related technology. If T-Mobile takes any action described in this Section, T-Mobile will provide advance notice reasonably designed to inform Customer (if affected) of such pending action.

18. Use of Name, Service Marks, Trademarks. Customer will not use any T-Mobile Marks in any advertising, publications, promotions, or otherwise unless expressly approved in writing by T-Mobile. T-Mobile will not use any

trademarks, service marks, trade dress, logos, trade names, domain names, or URLs of Customer in any advertising, publications, promotions, or otherwise unless expressly approved in writing by Customer.

19. Miscellaneous.

19.1 Entire Agreement. This Agreement (including all exhibits, addenda, and Orders hereto, as well as the applicable documents posted to the TfG Terms and Conditions Website and other documents incorporated by reference) represents the final and entire agreement between Customer and T-Mobile, and supersedes any other agreements, oral or written, between the Parties regarding the subject matter of this Agreement.

19.2 Additional Terms. For the avoidance of doubt, any different or additional terms that may be contained in any purchase order, shipping authorization, correspondence, memoranda, or other document prepared or furnished by Customer, regardless of when prepared, dated or delivered to, or received by T-Mobile will not be binding on the Parties.

19.3 Amendments. Any amendments to this Agreement must be in writing and signed by an authorized representative of each Party.

19.4 Severability; Strict Performance; Authority. If any term or other provision of this Agreement is determined to be invalid, illegal, or incapable of being enforced by any Applicable Law or public policy, all other conditions and provisions of this Agreement will remain in full force, and the Parties will negotiate in good faith to modify this Agreement so as to affect the original intent of the Parties as closely as possible in an acceptable manner. A Party's failure at any time to require strict performance by the other, or any User of any of the provisions in this Agreement will not waive or reduce a Party's right to require strict compliance with any provision of this Agreement. Each Party represents that it has the power and authority to enter into this Agreement, and that the signing Party below has the authority to bind the respective Party to this Agreement. References to Uniform Resource Locators ("URLs") in this Agreement include any successor URLs designated by T-Mobile.

19.5 No Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended or will be construed, to confer upon or give to any third-party, other than the permitted successors and assigns of the Parties, any rights, remedies, or other benefits under or by reason of this Agreement.

19.6 TfG Services and Product Annexes and Third-Party Solutions Terms and Conditions. Unless otherwise attached to this Agreement, the applicable T-Mobile Services and Product annexes and Third-Party Solutions terms and conditions, as posted at the TfG Terms and Conditions Website, are incorporated into this Agreement and apply to all Services, Products and Third-Party Solutions purchased under this Agreement.

19.7 Survival. The following provisions, and any other provisions that may reasonably be construed as surviving, and all others that by their sense and context are intended to survive, will survive any termination of this Agreement for any reason: Billing and Payment of Charges, Taxes and Fees; Surcharges, Wireless Services Lines Following Termination of this Agreement, Immediate Suspension, Effect of Termination, Disclaimer of Warranties, Indemnification; Disclaimer of Certain Damages, Limitation of Liability, Confidentiality, Notices, Severability, Governing Law, Dispute Resolution, and Miscellaneous. All terms and conditions in this Agreement applicable to credits and subsidies will survive termination solely with respect to lines of Services that Customer activated before termination and that remain active following termination of this Agreement.

19.8 Counterparts. This Agreement may be executed in one or more counterparts, each counterpart of which will be deemed an original and will bind the signatory, but all of which together will constitute one and the same instrument. Signed electronic copies of this Agreement will legally bind the Parties to the same extent as original documents.

Terms & Conditions

Last Updated: JANUARY 31, 2025

1. Introduction

READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE OOMA SERVICES.

These Terms and Conditions constitute an agreement (this “Agreement”) between Ooma, Inc. (“Ooma”, “we”, “us”, or “our”) and each of our customers (“customer”, “you”, or “your”) and End Users. This Agreement governs your purchase, rental and/or use of equipment and licensing of software and firmware from us and governs our provision of services to you and your use of those services.

THIS AGREEMENT CONTAINS:

- A MANDATORY ARBITRATION OF DISPUTES PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS (SEE SECTION 16 FOR MORE INFORMATION).
- YOUR CONSENT FOR US AND OUR THIRD-PARTY PROVIDERS TO CONTACT YOU VIA EMAIL, TELEPHONE OR SMS MESSAGES (INCLUDING TEXT MESSAGES) USING THE EMAIL ADDRESSES AND PHONE NUMBERS YOU PROVIDE TO US, INCLUDING VIA AUTOMATED EMAIL, DIALING OR TEXTING SYSTEMS (SEE SECTION 19 FOR MORE INFORMATION).
- LIMITATIONS THAT E911 SERVICE MAY HAVE IN COMPARISON TO TRADITIONAL 911 SERVICE. IF YOU ARE UNCOMFORTABLE WITH THESE LIMITATIONS, CONSIDER USING AN ALTERNATIVE MEANS OF ACCESS TO TRADITIONAL 911 OR E911. WE STRONGLY RECOMMEND THAT YOU HAVE AN ALTERNATIVE MEANS FOR PLACING EMERGENCY CALLS AVAILABLE AT ALL TIMES. SEE SECTION 9 FOR MORE INFORMATION.

You make this representation and agreement when you order equipment or services from us at our website or over the phone or through a retailer and

each time you activate or use a service from Ooma.

ANY AND ALL REFERENCES ON OOMA PACKAGING, IN SPONSORED ADVERTISING, ON THE OOMA WEBSITE, IN THIRD PARTY MARKETING MATERIALS AND/OR IN ANY OTHER CONTEXT OR LOCATION THAT REFER TO THE PROVISION OF “FREE” CALLING AND/OR “SERVICE FOR LIFE” AND/OR “UNLIMITED” SERVICE AND/OR “FREE HOME PHONE SERVICE” SHALL BE NARROWLY CONSTRUED AS PROVIDING THE CUSTOMER WITH THE ABILITY TO MAKE CALLS WITHIN THE CALLING AREA OF THE SERVICE WITHIN REASONABLE LIMITS UP TO THE LIFE OF THE EQUIPMENT, AND SUBJECT TO THE ACCEPTABLE USE POLICY, SUBJECT TO PAYMENT OF APPLICABLE TAXES AND FEES AND SUBJECT TO THE TERMS AND LIMITATIONS OF THIS AGREEMENT.

Ooma may revise, amend, or modify this Agreement at any time and in any manner by posting such changes on our website. You should review this Agreement regularly for changes and can easily identify if changes have been made by checking the “last updated” date at the top of this page. Your continued use of our Equipment and Services for a reasonable period of time following the posting of any changes to this Agreement means you accept such changes. This Agreement may not be amended or modified by you.

IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, DO NOT PURCHASE, RENT OR USE OUR EQUIPMENT OR SERVICES. BY PURCHASING, RENTING OR USING OUR EQUIPMENT OR SERVICES, YOU CONSENT TO OUR COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION IN ACCORDANCE WITH OUR PRIVACY POLICY.

2. Definitions

(a) “911 Alerts” means the Ooma feature that delivers real-time text and e-mail alerts to users when 911 is dialed from their Ooma phone number.

(b) “911 Dialing” means 911 emergency calls that you or your users place from your home or office via certain Equipment, including an Ooma Hub™, Ooma Telo™, Ooma Office Base Station™ or Ooma AirDial® Service.

(c) “AirDial Service” is a fixed-location solution for replacing traditional landlines, also known as POTS (Plain Old Telephone Service) lines, using Voice over Internet Protocol (“VoIP”) with the cellular network and/or the wireline data network.

AirDial Service is subject to (i) acceptable small business usage limitations (see the Small Business Service Acceptable Use Policy), (ii) payment of applicable taxes and fees as set forth herein or otherwise provided to you by Ooma, and (iii) all other terms and limitations of this Agreement. You are solely responsible for ensuring that your use and operation of the AirDial Service and Equipment meets any applicable regulatory requirements, including but not limited to those applicable to fire panels. Depending on your service plan, AirDial Service may or may not be combined with interconnected VoIP. If AirDial Service is not combined with interconnected VoIP, you may not use AirDial Service to make voice telephone calls, including 911 calls.

(d) “Basic Residential Service(s)” includes calling within the United States subject to (i) the acceptable residential usage limitations (see the [Residential Service Acceptable Use Policy](#)), (ii) the payment of applicable taxes and fees as set forth herein or otherwise provided to you by Ooma, and (iii) the terms and limitations of this Agreement.

(e) “Bundled Residential Service(s)” includes calling within the United States subject to (i) the acceptable residential usage limitations (see the [Residential Service Acceptable Use Policy](#)), (ii) any minimum initial term requirements of Other Service(s) as set forth herein or otherwise provided to you by Ooma, (iii) payment of applicable taxes and fees as set forth herein or otherwise provided to you by Ooma, and (iv) the terms and limitations of this Agreement.

(f) “Cellular Service” uses certain Ooma Equipment to wirelessly connect to a third-party carrier’s cellular data network and is subject to acceptable residential or small business usage limitations, as applicable (see the [Residential Service Acceptable Use Policy](#) and the [Small Business Service Acceptable Use Policy](#)); and applicable data limits. Cellular Service is subject to payment of applicable taxes and fees as set forth herein or otherwise provided to you by Ooma, and to the terms and limitations of this Agreement.

(g) “Commercial Service(s)” is for customers that exceed the acceptable small business use limits set forth in this Agreement (see the [Small Business Service Acceptable Use Policy](#)). Descriptions and pricing of our Commercial Service are published on our website. Commercial Services are subject to payment of applicable taxes and fees as set forth herein or otherwise provided to you by Ooma, and to the terms and limitations of this Agreement.

(h) “Content” includes e-mail, text, photos, videos, games, music, graphics, sound, applications and other materials that may be accessed or sent using certain Ooma Equipment.

(i) “End User” includes all final users of the Service provided to you, such as employees, invitees, contractors, agents and Participants, whether or not authorized by you.

(j) “Equipment” refers to a base unit such as the Ooma Hub™, Ooma Telo™, or Ooma Office Base Station™ as well as one or more Ooma Scout™ devices, Ooma Handsets, Ooma Linx, Ooma 4G Adapter, Managed Wi-Fi® Access Point, Ooma Phone Genie, Ooma Smart Cam, Ooma LTE 460 Adapter, Ooma AirDial, sensors, alarms, cameras or other equipment offered through our website or through our authorized retailers or other approved third parties, whether or not branded as Ooma products or third-party products. Descriptions of our Equipment and the prices for the Equipment are published on our website. The Equipment and prices may be modified without notice and are incorporated by reference into this Agreement.

(k) “High-Speed Internet” refers to an Internet connection capable of data speeds of at least 180 kilobits per second in both the upstream and downstream direction.

(l) “Host” means an individual who is an identified employee, contractor, or agent of a Small Business Service customer to whom the customer assigns the right to host meetings via Ooma Meetings. A Host may hold only one meeting at a time. A Host subscription may not be shared or used by anyone other than the individual assigned to be a Host.

(m) “Managed Wi-Fi®” provides customers who have rented or purchased Managed Wi-Fi® Access Point(s) with a hosted, managed Wi-Fi service. Managed Wi-Fi is subject to acceptable usage limitations (see the [Managed Wi-Fi Acceptable Use Policy](#)), payment of applicable taxes and fees as set forth herein or otherwise provided to you by Ooma, and to the terms and limitations of this Agreement.

(n) “MSISDN” means the Mobile Subscriber Integrated Services Digital Network Number (currently 10 digits) assigned by Ooma to a SIM that uniquely identifies a SIM, used to provide access to both the AirDial Service and the Cellular Service.

(o) “Non-Residential Service(s)” is for customers that exceed the acceptable residential use limits set forth in this Agreement (see the [Residential Acceptable Use Policy](#)). Descriptions and pricing of our Non-Residential Service are published on our website. Non-Residential Service is subject to

payment of applicable taxes and fees as set forth herein or otherwise provided to you by Ooma, and to the terms and limitations of this Agreement.

(p) “Ooma Meeting ID” means a unique identifier for a particular conference conducted via Ooma Meetings.

(q) “Ooma Meetings” is a videoconferencing application available to Small Business Service customers, with a single Host and multiple Participants. The application also includes chat and screen sharing features. The availability of Ooma Meetings is subject to the payment of applicable taxes and fees for Small Business Service as set forth herein and the terms and limitations of this Agreement. Notwithstanding anything contrary set forth herein, Ooma Meetings is provided to Small Business Service Customers at the sole discretion of Ooma and Ooma may, at any time, with or without notice and without any obligation or liability to a customer or any other party, suspend, deactivate, terminate, apply limits to, impose restrictions or conditions on, change, modify, and/or update Ooma Meetings (in whole or in part) or any log-in, user, or other element, feature, functionality, or component thereof.

(r) “Other Service(s)” are the additional enhanced features, services and subscription packages for a one-time or annual or monthly fee and from time to time Ooma may offer additional features, services and packages. At any time we may alter or eliminate such features, services and packages. Our Other Services, and the prices we charge for them (including any promotional pricing or trial or promotional periods), are subject to change from time to time without notice to the extent permitted by applicable law. Descriptions and pricing of Other Services that appear on our website are incorporated into this Agreement.

(s) “Participant” means an individual, other than the Host, who accesses or uses Ooma Meetings, with or without the permission and knowledge of the Host.

(t) “Reseller” means a third party authorized by Ooma to provide and/or sell Services, Equipment, or both, such as a retailer, partner, distributor, wholesaler, reseller, value-added provider, dealer, agent, or other third party provider.

(u) “Residential Services” are any combination of Basic Residential Service and Bundled Residential Service.

(v) “Service(s)” are any of, or any combination of, Basic Residential Service, Bundled Residential Service, Cellular Service, Managed Wi-Fi®, Non-

Residential Service, Small Business Service, Commercial Service, AirDial Service and Other Services. Descriptions of our Services and pricing information are published on our website. The Services and prices may be modified without notice and are incorporated by reference into this Agreement.

(w) “SIM” means subscriber identity module.

(x) “Small Business Service(s)” include (i) calling to the United States and Canada subject to the applicable small business usage limitations (see the [Small Business Service Acceptable Use Policy](#)), and payment of monthly service charges and applicable taxes and fees as set forth herein, and (ii) Ooma Meetings, subject in each instance to the terms and limitations of this Agreement.

3. Customer Representations

You hereby represent and warrant:

(a) **Power and Authority:** You are of legal age and mental sufficiency to enter into this Agreement and are authorized to change or modify your telephone service with your local telephone company.

(b) **Alternative Access to 911:** If you do not maintain a wireline or wireless telephone service, you will not be able to call 911 if Ooma Service is unavailable.

(c) **Accurate Information:** Your name, contact information, service address and all other information related to your Ooma account is correct and up-to-date at all times.

(d) **Unacceptable Use:** You will not use the Ooma Equipment and Services where a power, Internet, Service or other outage may lead to damage, injury or death, or to use the Ooma Equipment and Services in an unacceptable, illegal, or prohibited manner that is in violation of our Acceptable Use Policies (see Section 8) and all other Ooma policies and procedures defined herein.

(e) **Financial Responsibility:** You will pay for all charges for use of your Ooma Equipment and Services, including the authorized and unauthorized use of your account.

(f) **Purchase or Rental of Equipment:** You have purchased or rented Equipment direct from Ooma or through an authorized Reseller.

(g) **Risk of Loss:** You bear all risk of loss of, theft of, casualty to or damage to the Equipment from the time that it is shipped to you, whether purchased or rented, until the time (if any) that it is returned in accordance with this Agreement. If the Equipment is damaged, lost, or stolen you will no longer be able to use Ooma Services and will be required to purchase or rent new Equipment.

(h) **Theft of Equipment or Service:** You shall notify us immediately, in writing or by calling our customer support line, if the Equipment is stolen or if you become aware at any time that your phone service is being stolen, fraudulently used, or otherwise used in an unauthorized manner. When you call or write, you must provide your account number and a detailed description of the circumstances of the Equipment, the fraudulent use, or unauthorized use of Services. Failure to do so in a timely manner may result in the disconnection of your Equipment and additional charges to you. Until such time as we receive notice of the theft, fraudulent use, or unauthorized use, you will be liable for all costs and damages (including reasonable attorneys' fees) related to the fraudulent or unauthorized use of Equipment and Services, whether or not it involves stolen equipment. Ooma reserves all of its rights at law and equity to proceed against anyone who uses the Equipment illegally or improperly.

(i) **Restrictions and Limits Apply:** You agree to the limits and restrictions on use of the Equipment and Service, as set forth herein. If applicable, it is your sole responsibility to ensure your End Users agree to comply (and ensure compliance) with the applicable provisions of this Agreement.

(j) **High-Speed Internet Requirement:** You will, at your sole expense, maintain a High-Speed Internet connection of sufficient speed for use with our calling services unless you otherwise purchase, rent and/or subscribe to Equipment and Services that enable calling via a cellular data network.

(k) **Landline Requirement:** If you wish to use your Equipment with your existing landline telephone service, and your Equipment is capable of doing so, you will, at your sole expense, maintain the landline service. You agree to properly provision the line with your service provider yourself. You will be responsible for paying for any reconfiguration fees and/or monthly payments charged by your landline service provider.

4. End User License and Restrictions

(a) **Equipment License:** With your purchase or rental of the Equipment, Ooma grants to you a limited, revocable, non-transferrable, non-sublicensable, non-

resellable license and right to use firmware or software embedded in the equipment in object code form strictly in accordance with this Agreement. Ooma does not grant any license to use the firmware in any other manner, and you expressly agree that the Equipment is exclusively for use in connection with Services offered by Ooma, described in this Agreement.

(b) **Software License:** Upon activation of an Ooma Service, Ooma grants to you a limited, revocable, non-transferrable, non-sublicensable, non-resellable license and right to use our software and applications strictly in accordance with this Agreement. Ooma does not grant any license to use its software, applications or firmware in any other manner.

(c) **No Modifications:** You shall not copy, reproduce, modify, re-use, reverse compile, disassemble, reverse engineer, or otherwise attempt to derive the source code or create derivative works from the binary code of Ooma or third-party firmware, software or applications. You agree not to modify, intercept, capture, decode, simulate or redirect communication protocols used by Ooma for any purpose or make use of the Equipment or Services in a manner inconsistent with its intended purpose.

(d) **No Tampering:** You hereby represent and warrant that you will not open the housing of the Equipment or tamper with the components of the Equipment in any manner, including changing physical or electronic identification information or any other reverse engineering.

(e) **No Hacking:** You hereby represent and warrant that you will not make any effort to compromise the integrity or privacy of the communications of others;

(f) **No Theft:** You hereby represent and warrant that you will not use the Equipment or any Services in any manner to avoid Ooma's charges or its policies.

(g) **No Intellectual Property Rights:** All intellectual property rights, including patents, copyrights, trademarks, service marks or other intellectual property rights, remain the sole and exclusive property of Ooma. Nothing in this Agreement shall be construed as granting any of these rights to you.

(h) **No Resale or Proprietary Rights:** You shall not sell, rent, lease, distribute, or provide service to a third party using our Equipment or Services without Ooma's prior written approval. You will not acquire a proprietary interest in any MSISDN assigned to you, unless required by applicable law, and then only to the extent so required.

(i) **New Versions of Software:** Ooma has no obligation to, but may at its sole discretion, provide fixes, updates or upgrades to its firmware, software or applications. Ooma may change the software, applications or programming of your Equipment remotely, without notice.

(j) **SIM Cards:** By activating the SIM card we provide you in connection with any Ooma Service, you agree we or the applicable third-party provider own the intellectual property and software on the SIM card, that we may change the software or other data on the SIM card remotely and without notice, and we may utilize and capacity in the SIM card for administrative, network, business and/or commercial purposes. You will comply with all terms and conditions governing your use of third-party provider software.

(k) **Data:** Ooma may throttle data speeds to manage overall data usage. Overage charges may apply for excessive data use.

5. Marketing, Pricing and Promotions

(a) **Usage Analysis:** You agree that Ooma may store, analyze and use, on an aggregate basis, its customers' (including your) calling destinations and patterns, product and feature usage, online activity, and other information (i) to customize products or services that Ooma may market to you and others; (ii) to adjust data throughput speeds in accordance with any applicable usage thresholds; and (iii) to comply with applicable laws, rules and regulations. You also agree that Ooma may publicly disclose such aggregate calling information about its customers.

(b) **E-mail and Postal Marketing:** You agree that Ooma may, from time to time, send you new product and feature announcements, marketing materials and promotional offers via e-mail or by post. You may opt-out of such communication by contacting customer service or as set forth in our Privacy Policy.

(c) **Promotional Offers:** Ooma may offer promotional pricing and free trials of Services to its customers from time to time. Such offers may only be offered to new customers and you may not be eligible for some or all of the offers. These offers are not guaranteed and can be modified, extended, altered, or cancelled by Ooma at any time without notice. Pricing of promotional offers for Services is considered Ooma confidential information and you shall not share or disclose the terms of the promotion with a third-party without the express written consent of Ooma.

(d) **Trial or Promotion Expiration:** If you are enrolled in a free trial of an Ooma Service or a trial of an Ooma Service with promotional pricing, you will be notified via e-mail when the trial or promotional period is due to expire, which will contain information about how to cancel the Ooma Service before the end of the trial or promotional period and the fees for continued usage of such Services beyond the trial or promotional period. Should you fail to notify Ooma of your intention to cancel the use of these Services beyond the trial or promotional period, you will be deemed to have subscribed to such Services and may be charged the associated fees for continued usage of such Services.

(e) **Information Accuracy:** Ooma attempts to describe its products, services, pricing and availability as accurately as possible, but does not warrant that all such information on its website, packaging, brochures, flyers, advertising, e-mail communications and other marketing materials is correct, up-to-date, and error-free.

(f) **Publicity.** If customer is a business, Ooma may use customer's name and logo to identify the business as a customer of Ooma, including on Ooma's website and in marketing materials.

6. Services and Term

(a) **Basic Residential Service:** Subject to the terms and limitations in this Agreement and payment of applicable taxes and fees, purchase of certain Ooma Equipment includes Basic Residential Service which includes the capability to make calls within the United States using the Equipment subject to acceptable residential usage limitations (see the [Residential Service Acceptable Use Policy](#)). Any and all references on Ooma packaging, in sponsored advertising, on the Ooma website, in third party marketing materials and/or in any other context or location that refer to the provision of "free" calling and/or "service for life" and/or "unlimited" service and/or "free home phone service" shall be narrowly construed as providing the customer with the ability to make calls within the United States within reasonable limits up to the life of the equipment, and are subject to acceptable residential usage limitations and subject to the terms and limitations of this Agreement including those pertaining to Service Charges, Billing and Payment set forth in Section 11 of this agreement. These calls will be routed using the Internet Protocol over your High-Speed Internet connection.

(b) **Bundled Residential Service:** Subject to the terms and limitations in this Agreement and payment of applicable taxes and fees, purchase of certain Ooma Equipment includes the capability to make calls within the United

States using the Equipment subject to acceptable residential usage limitations (see the [Residential Service Acceptable Use Policy](#)). Bundled Residential Service may require you to agree to receive and pay for, in advance on a monthly basis, a minimum initial term of one or more Other Service(s). Once the minimum initial term has expired, you have the option to cancel the Other Service(s) and continue with Basic Residential Service. Any and all references on Ooma packaging, in sponsored advertising, on the Ooma website, in third party marketing materials and/or in any other context or location that refer to the provision of “free” calling and/or “service for life” and/or “unlimited” service and/or “free home phone service” shall be narrowly construed as providing the customer with the ability to make calls within the United States within reasonable limits up to the life of the equipment, and are subject to the requirements of the minimum initial term, acceptable residential usage limitations and the terms and limitations of this Agreement including those pertaining to Service Charges, Billing and Payment set forth in Section 11 of this agreement. These calls will be routed using the Internet Protocol over your High-Speed Internet connection.

(c) **Cellular Service:** Subject to the terms and limitations in this Agreement and payment of applicable service charges, taxes and fees, purchase or rental of certain Ooma Equipment provides you with and/or enables you to subscribe to Cellular Service, which provides the capability to connect Ooma Equipment wirelessly to a third-party’s cellular data network. Cellular Service is subject to acceptable residential or small business usage limitations, as applicable (see the [Residential Service Acceptable Use Policy](#) and the [Small Business Service Acceptable Use Policy](#)). Any and all references on Ooma packaging, in sponsored advertising, on the Ooma website, in third party marketing materials and/or in any other context or location that refer to the provision of “free” calling and/or “service for life” and/or “unlimited” service and/or “free home phone service” shall be narrowly construed as providing the customer with the ability to make calls within the United States within reasonable limits up to the life of the equipment, and are subject to the requirements of the minimum initial term, acceptable usage limitations and the terms and limitations of this Agreement including those pertaining to Service Charges, Billing and Payment set forth in Section 11 of this Agreement. Our Cellular Service and Equipment may allow you to access Content or send Content elsewhere. We have no control over the Content that you access on your Equipment. You are solely responsible for evaluating the Content accessed by you or anyone through your Equipment or Cellular Service. Content may be (i) unreliable or inaccurate; (ii) offensive, indecent, or objectionable; and/or (iii) unsuitable for children or minors. Content from third parties may harm your

Equipment or its software. We are not responsible for any Content, any damage caused by any Content that you access through your Cellular Service, or that you load onto your Ooma Equipment. Content stored on any Ooma Equipment, transmitted over third-party networks, or stored by Ooma may be deleted, modified, or damaged.

(d) **AirDial Service:** Subject to the terms and limitations in this Agreement and payment of applicable service charges, taxes and fees, purchase or rental of certain Ooma Equipment enables you to subscribe to AirDial Service. AirDial Service makes use of multiple concurrent call paths on the service platform for each AirDial device. Each concurrent call path represents the number of simultaneous calls, inbound or outbound, that an individual AirDial Service can complete. You may not subscribe to AirDial Service for personal or household use or if you are eligible to participate in any Universal Service Fund program (i.e., E-Rate, Rural Health Care, or other programs). You must meet one of the following requirements of an active, valid business in order to subscribe to AirDial Service: (i) have a Federal tax ID registered with the IRS (for clarity, a social security number is not considered a registered Federal tax ID for purposes herein); or (ii) be a sole proprietor listed in Dunn & Bradstreet (or similar business listing agency).

Any and all references on Ooma packaging, in sponsored advertising, on the Ooma website, in third party marketing materials and/or in any other context or location that refer to the provision of “free” calling and/or “service for life” and/or “unlimited” service and/or “free home phone service” shall be narrowly construed as providing the customer with the ability to make calls within the United States within reasonable limits up to the life of the Equipment, and are subject to the requirements of any minimum initial term contained in the related service agreement, acceptable usage limitations and the terms and limitations of this Agreement including those pertaining to Service Charges, Billing and Payment set forth in Section 11 of this Agreement. Our AirDial Service and Equipment may allow you to access Content or send Content elsewhere. We have no control over the Content that you access on your Equipment. You are solely responsible for evaluating the Content accessed by you or anyone through your Equipment or AirDial Service. Content may be (i) unreliable or inaccurate; (ii) offensive, indecent, or objectionable; and/or (iii) unsuitable for children or minors. Content from third parties may harm your Equipment or its software. We are not responsible for any Content, any damage caused by any Content that you access through your AirDial Service, or that you load onto your Ooma Equipment. Content stored

on any Ooma Equipment, transmitted over third-party networks, or stored by Ooma may be deleted, modified, or damaged.

(e) **Managed Wi-Fi®:** Your purchase or rental of certain Ooma Equipment provides you with and/or enables you to subscribe to Managed Wi-Fi®. Managed Wi-Fi® is subject to the requirements of the minimum initial term (if applicable), usage and/or user limitations, and the terms and limitations of this Agreement including those pertaining to Service Charges, Billing, and Payment set forth in Section 11 of this Agreement. Our Managed Wi-Fi® enables your employees, guests, and other users to access the Internet (“Wi-Fi® End Users”). You are solely responsible for all Wi-Fi® End Users’ use of Managed Wi-Fi®, including without limitation, complying with the terms of this Agreement and any Terms of Use or third-party End User License Agreement included with the Managed Wi-Fi® Access Point(s). Our Managed Wi-Fi® and Managed Wi-Fi® Access Points may allow you and your Wi-Fi® End Users to access Content or send Content elsewhere. We have no control over the Content that you or others access through your Equipment. You are solely responsible for evaluating the Content accessed by you or anyone through your Managed Wi-Fi® or Managed Wi-Fi® Access Point Equipment. Content may be (i) unreliable or inaccurate; (ii) offensive, indecent, or objectionable; and/or (iii) unsuitable for children or minors. Content from third parties may harm your Equipment or its software. We are not responsible for any Content, any damage caused by any Content that you or Wi-Fi® End Users access through your Managed Wi-Fi®, or that you or Wi-Fi® End Users load onto your Ooma Equipment. Content stored on any Ooma Equipment, transmitted over third-party networks, or stored by Ooma may be deleted, modified, or damaged.

(f) **Small Business Service:** Subject to the terms and limitations in this Agreement and payment of applicable service charges, taxes and fees, purchase or rental of certain Ooma Equipment includes Small Business Service which includes the capability to make calls within the United States and Canada using the Equipment subject to acceptable small business usage limitations (see the [Small Business Service Acceptable Use Policy](#)). Any and all references on Ooma packaging, in sponsored advertising, on the Ooma website, in third party marketing materials and/or in any other context or location that refer to the provision “unlimited” service shall be narrowly construed as providing the customer with the ability to make calls within the United States and Canada, and are subject to acceptable small business usage limitations and subject to the terms and limitations of this Agreement including those pertaining to Service Charges, Billing and Payment set forth in

Section 11 of this Agreement. These calls will be routed using the Internet Protocol over your High-Speed Internet connection.

Small Business Service customers may also access Ooma Meetings, which enables Hosts to schedule and start meetings and to allow Participants to join such meetings.

You agree that you are solely responsible for the Content you transmit, display or upload using Ooma Meetings and for compliance with all laws pertaining to the Content, including, but not limited to, laws requiring you to obtain the consent of a third party to use the Content and to provide appropriate notices of third party rights. You represent and warrant that you have the right to upload the Content to Ooma Meetings and that such use does not violate or infringe on any rights of any third party. Under no circumstances will Ooma be liable in any way for any (a) Content that is transmitted or viewed while using the Ooma Meetings, (b) errors or omissions in the Content, or (c) any loss or damage of any kind incurred as a result of the use of, access to, or denial of access to Content or Ooma Meetings. Although we are not responsible for any Content, we may delete any Content at our sole discretion, at any time without notice. You retain copyright and any other rights you already hold in Content which you submit, post or display on or through, Ooma Meetings.

You are responsible for the activities of all Hosts and Participants who access or use Ooma Meetings, including maintaining the security of Ooma Meeting IDs and setting associated Ooma Meeting passwords to prevent unauthorized Participants from joining a conference through your account and you agree to ensure that any such user will comply with the terms of this Agreement and any applicable Ooma policies (including, but not limited to, Ooma's Privacy Policy). We may (but are not required to) investigate any complaints and alleged violations that come to our attention and may take any (or no) action that we believe is appropriate at our sole discretion, including, but not limited to issuing warnings, removing the Content or Ooma Meetings, or terminating accounts and/or user profiles.

(g) **Calling Area:** Calls within the United States do not include international calls, or calls to the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, Guam, the Virgin Islands, American Samoa, Wake Island, the Midway Islands, Kingman Reef, Johnston Island, Canada and certain other locations within the North American Numbering Plan area, nor do they include calls to content providers (e.g., 900, 976), premium services (such as 411) or operator assisted calls (such as 0+, 00+). Calls to Canada do not include the Northwest Territories/Yukon Territory. Regardless of the

calling area, Ooma may choose to block toll calls or charge the customer for reimbursement of charges associated with calls if such calls result in atypical termination costs and/or surcharges, including, but not limited to, calls to “free” phone conferencing services, “free” call management services, phone chat services, 900 numbers or the international equivalent of any of the foregoing, or recorded messages (such as those promoted in connection with reality TV shows, radio contests, or celebrity-sponsored recordings). Your ability to continue to make calls is contingent upon your continuing to subscribe to a High-Speed Internet service or subscribing to Cellular Service to enable calling over a third-party cellular data network.

(h) Assignment of Phone Number: If you are using your Equipment without a landline and you have requested a phone number for your Equipment, you will have the option to choose a phone number or we will assign you a new phone number. This phone number may or may not be in your local calling area. If the phone number is not in your local calling area, please be aware that others in your local calling area may incur charges when calling you and that the toll charges to call you from another calling area may be different than at your old landline number. The number assigned will be unique to the Equipment and will transfer with any sale of the Equipment. If, at any time, you cease to use the Equipment, please notify us immediately so that we can re-use your phone number. If, for whatever reason, you cease to use the Equipment for three months, we reserve the right to reassign your phone number to someone else’s equipment. In the event you wish to re-activate your Equipment, we will re-issue you a new phone number, and you may incur re-activation charges. If you select a second phone number during an introductory trial period and, at the conclusion of such trial period, you do not subscribe to our Premier Service, this second phone number will be cancelled and re-assigned.

(i) Term: The term for each Service will begin on the date it is activated and will continue until the Service is terminated by you or by us, as is more fully set forth herein. Notwithstanding the preceding sentence, in some cases, the description of the Services or the pricing for the Services may provide for or require a minimum initial term. Likewise, the sale of an item of Equipment at a particular price may require, as a condition, a minimum initial term for one or more Other Service(s) which requires an additional monthly service fee. The minimum initial term, the required Other Service(s), and the cost of Other Service(s) may be described on our website, or where you purchase or rent the Equipment or when you activate the Service(s). The provision for any such minimum initial term is incorporated into this Agreement.

(j) **Service Distinction:** Important distinctions exist between a telecommunications service and our Equipment and Services, and our Equipment and Services are subject to different regulatory treatment than a telecommunications service. This treatment may limit or otherwise affect your rights of redress before regulatory agencies.

(k) **Right to Change:** Our Services are subject to our business policies, practices and procedures, which can change at any time without notice. Unless otherwise prohibited by applicable law, we can change this Agreement or any other terms and conditions of your Services at any time, with or without notice. Changes may include features, prices and usage limits of the Services. Notwithstanding anything to the contrary set forth herein, Ooma may, without prior notice, stop providing certain features of the Service or the Services themselves, to you or to users generally. If we do give you notice about the Terms and Conditions of your services or about changes in the Terms and Conditions of your services, it may be provided on the Ooma website, your account web page, in a newsletter, by e-mail, by telephone or other communication permitted under applicable law. The changes will become effective and will be deemed accepted by Customer immediately upon Customer's continued use of the Service. This Agreement may not be amended or modified by you.

(l) **Notice:** Except as stated otherwise in this Agreement, when a notice is required from us to you, we may provide that notice by e-mail to the e-mail address provided by you when you established your account with us. You are responsible for keeping that e-mail address up-to-date. When you are required to give us notice, you must do so, except as stated otherwise in this Agreement, by using the notice facility on your account page provided on our website or by speaking with a member of our customer support team.

7. Service Availability

(a) **Service Availability:** The Services and any telephone calls placed using the Equipment use the public Internet and third party networks and are provided on a commercially reasonable efforts basis. The Services are intended to be accessed and used for non-time-critical information and control of Ooma Equipment. Things beyond our control may affect the reliability and availability of Equipment, Services, and telephone connections. Such events could include a loss of power at your location, the loss of your High-Speed Internet service, changes in the coverage of third-party cellular data networks, and fluctuations in the quality of service of the public Internet. Other things may also affect availability of Equipment and Services, such as

maintenance. Ooma will act in good faith to minimize disruptions to your use of and access of the Equipment but will not provide any credits or compensation for potential business loss due to interruptions of Service or hardware failures.

(b) Outages Due to Power Failure or Disruption: All Services, including 911 Dialing and 911 Alerts and Home Security, will not function in the event of a power failure or disruption. If there is an interruption in the power supply, the Equipment and all Services, including 911 Dialing and 911 Alerts and Home Security, will not function until power is restored. Following a power failure or disruption, or if you move the Equipment, you may need to reset or reconfigure the Equipment prior to utilizing 911 Dialing and 911 Alerts and Home Security.

YOU ARE RESPONSIBLE FOR PROVIDING UNINTERRUPTED AC POWER AND BACKUP POWER TO THE EQUIPMENT. ANY POWER INTERRUPTION MAY RESULT IN A LOSS OF SERVICE INCLUDING 911 SERVICE AND SIMILAR EMERGENCY SERVICES. THEREFORE, YOU MUST ENSURE AVAILABILITY OF BACKUP POWER FOR THE EQUIPMENT OR ALTERNATIVE 911 SERVICE NOT DEPENDENT ON AVAILABILITY OF AC POWER TO ENABLE PROPER FUNCTION.

(c) Service Outages Due to Internet Disruption: Service outages, service disruptions, poor quality of service, suspensions, or disconnections of service by your High-Speed Internet will adversely affect or prevent all Services, including 911 Dialing and 911 Alerts and Home Security, from functioning.

(d) Outages Due to Status of Your Ooma Account: Outages due to suspension, disconnection or termination of your Ooma account will prevent the Equipment and all Services, including 911 Dialing and 911 Alerts and Home Security, from functioning.

(e) Outages Due to Blocking of Ports, or Other Acts: Your High-Speed Internet Provider, or other third party, may block the communication ports over which the telephone connection is made, or otherwise impede the usage of the Equipment. If you suspect this has happened, you should alert us to this situation and we will work with you to attempt to resolve the issue. During the period that the ports are being blocked or your Equipment is impeded, your Equipment and all Services, including 911 Dialing and 911 Alerts and Home Security, may not function. You acknowledge that Ooma is not responsible for the blocking of ports by any third party or any other impediment to your usage of the Equipment, and any loss of capabilities of our Equipment and Services, including 911 Dialing and 911 Alerts and Home Security, which may result.

(f) **Other Outages:** If there is an outage for any reason, such outage may prevent all Equipment and Services, including 911 Dialing and 911 Alerts and Home Security, from functioning. Such outages may occur for a variety of reasons, including, but not limited to, those reasons described elsewhere in this Agreement.

(g) **Landline Backup:** If there is a disruption of the Equipment's calling capability, and your Equipment is connected to a landline, you may be able to complete calls using the landline. This may result in charges by your landline long-distance carrier for calls completed using your landline while the Equipment's calling capability is unavailable. If you do not hear the special dial tone associated with your Ooma Services, you will not have access to the calling capability we provide. The Ooma tab or logo on the Ooma Hub or Ooma Telo or Ooma Office Base Station will display a red light under such circumstances, indicating an Internet connection failure.

(h) **Cellular Service Availability:** The Cellular Service only provides 4G LTE and above Internet services and does not include other Internet networks, such as 3G or 2G. You can see Cellular Service coverage at <https://www.ooma.com/business-internet/coverage-map/>, which shows coverage estimates under optimal conditions. Coverage is not available everywhere, is not guaranteed, and is subject to change without notice. Cellular Service speeds are not guaranteed, and depend on factors such as your location, structures, buildings, weather, geography, topography, server speeds of the websites you access, network problems, network or Internet congestion, software, signal strength, and actions of third parties. Ooma is not liable for any claims or damages related to or arising out of or in connection with (a) any coverage gap, or (b) any Service refusal, interruption, curtailment, suspension or other limitation provided above. We may reduce your data throughput speeds at any time or place or for any application (including but not limited to streaming video) in connection with any applicable usage threshold during any billing cycle.

(i) **AirDial Service Availability:** You acknowledge and agree that although the AirDial Service may be used to support elevator lines and fire/alarm/life safety lines, limitations may apply and be encountered at certain deployment areas and service applications. In particular, our wireless devices such as Ooma Connect and AirDial that depend on radio transmissions will not function when they are not in range of the required radio signal. Even within the appropriate service area, the availability and quality of your Service may be affected by

factors beyond our control, such as network capacity, terrain, surrounding structures and weather.

(j) **Managed Wi-Fi® Availability:** The Managed Wi-Fi® coverage and capacity may vary based on factors such as types of applications, type and number of clients, usage, the physical environment, and interference. Ooma will make commercially reasonable efforts to configure and manage the Managed Wi-Fi® service, but does not guarantee a particular level of coverage or capacity.

(k) **Number Porting:** You must provide us with a complete list of all phone numbers to be ported for use with our Services and any numbers omitted from the listing may result in those numbers not being ported at the time we activate your Service. Ooma will use reasonable efforts to facilitate the transfer of phone numbers from your current phone service to Ooma. Number porting is subject to availability and coverage will vary from time to time. To complete the number porting process, Ooma depends and relies on the third parties outside of Ooma's control. You agree that Ooma will not be liable for any change in availability, delay or failure in the processing of your number transfer, or for the unauthorized transfer of a number you use with the Ooma service.

(l) **Number Changes:** Ooma may, from time to time, need to change a telephone number that is assigned to you. Ooma will not be liable for any damages should you need to be assigned a new phone number.

(m) **Storage of Information:** Ooma stores your call logs, voicemails, security device data, call recordings and other information related to your account as a convenience to you. You agree that Ooma has no obligation, responsibility or liability for the storage, deletion or failure to store any of the aforementioned information. You agree that Ooma may establish limits, at its sole discretion, as to the amount of messages, information and recordings it retains and the duration for which it is retained.

(n) **HIPAA:** You acknowledge and agree that the use of the Services are not designed, intended, or recommended for use as a repository or means by which to store "protected health information", as defined under the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and similar legislation in other jurisdictions, and the regulations promulgated pursuant thereto (such laws and regulations, "HIPAA") on a non-temporary basis, and you represent and warrant that neither the Services nor any ancillary product or service that is a part thereof will be used for such purpose, unless and to the extent

specifically set forth in a separate written agreement signed by you and Ooma. OOMA SPECIFICALLY MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT YOUR SERVICES, THE ACCOUNT(S), OR THE EQUIPMENT (OR THE USE OF ANY OF THE FOREGOING BY ANY PARTY) COMPLIES OR WILL COMPLY WITH HIPAA OR ANY OTHER LAW OR WILL RENDER ANY PARTY COMPLIANT WITH HIPAA OR ANY OTHER LAW.

(o) **Third Party Service Providers:** Subject to the terms and limitation of this Agreement, the Equipment, if capable, may be used with services and products from third party providers where available and pursuant to any terms or limitations that such providers may require as a condition of providing such services and/or products. You understand and agree that you have no contractual relationship with any third party provider to Ooma and that you are not a third party beneficiary of any agreement between Ooma and any such third party provider. In addition, you expressly understand and agree that any such third party provider makes no representations or warranties regarding the services or products provided by such provider, nor any Equipment or Services, and shall have no legal, equitable, or other liability of any kind to you. Such third party providers cannot guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the Services. You must comply with any terms and conditions of any third party provider, including if applicable, those located at <https://www.ooma.com/teal/>.

8. Acceptable Use Policy

(a) **General Acceptable Use Policy (“AUP”):** You shall not use the Equipment and Services in a manner that is illegal, fraudulent, improper, abusive or in any way that prevents or interferes with Ooma’s ability to provide Services to its customers. You acknowledge that Ooma may, at its sole discretion, suspend or terminate service to your Equipment and charge you applicable usage and service fees for the time periods in which your use of the Equipment was inconsistent with our acceptable use policy. You are responsible for complying with this AUP and for any violations of its terms. This AUP does not obligate Ooma to monitor or review content residing on its servers, or create any obligation or duty to any other party. Unless notified, Ooma is not likely to be aware of any violations of this AUP or violations of any other law. However, Ooma reserves the right to monitor and investigate usage and content from time to time to provide services, to identify violations of this AUP, and/or to protect Ooma resources. OOMA EXPRESSLY DISCLAIMS ANY LIABILITY FOR

THE CONTENT AND DATA TRANSMITTED BY YOU OR FOR ANY VIOLATIONS OF LAW BY YOU.

(b) **Residential Service Acceptable Use Policy:** We provide the Equipment and Services to you solely for single family, normal residential use. The Equipment and Services may only be registered to a single phone number and are not transferable. Single family refers to you and those of your immediate family members who reside in your personal residence – such as spouse, domestic partner, and/or children. If you use the Equipment in a manner that is inconsistent with normal residential, non-commercial use, including in a manner that is inconsistent with the terms and limitations in this Agreement, Ooma may terminate all Service to the Equipment and you will be required, at Ooma's sole discretion, to pay the rates for the Non-Residential Service plan and/or other fees and charges as published on our website at <https://www.ooma.com/legal/rates/> for any time period in which your use of the Equipment was inconsistent with normal residential, non-commercial usage. The use of the term "unlimited" in conjunction with Ooma's Residential Service offering as it appears on Ooma packaging, in sponsored advertising, on the Ooma website, and in third party marketing materials, or in any other location refers to normal residential phone usage as defined herein. You agree to use the Equipment only in a manner consistent with normal residential usage patterns. Unlimited voice calling is intended for continuous, live conversation between two individuals. Lack of continuous conversation, unusual calling patterns, excessive caller and calling destinations and/or excessive usage (e.g. 5,000 minutes per Equipment per month or more) will be considered as indicators that your use of the Equipment may be inconsistent with normal residential usage. It may also indicate that the Equipment is being used in a manner not allowed by your Service plan and may result in review of your account and usage history. The purchase or rental and use of multiple Ooma base units to circumvent these usage rules shall also be considered indicators that use of the Equipment may be inconsistent with normal residential, non-commercial usage and may result in review of your account and usage history. Failure to contact Ooma in response to our notification and/or failure to bring usage levels to normal levels in a timely fashion will result, in Ooma's sole discretion, in immediate mandatory transfer to the Non-Residential Service plan and/or suspension or termination of Service to the Equipment. You acknowledge that if Service to your Equipment is terminated for abnormal usage patterns, you are subject to all Non-Residential Service plan charges for the time periods in which your use of the Equipment was inconsistent with normal residential, non-commercial usage.

Below are some examples (but not exhaustive) of use that is considered inconsistent with normal residential, non-business, non-commercial use:

- (i) Commercial, not-for-profit, government use or other similar use
- (ii) The use of the base unit at a multi-residential address for more than one single residence
- (iii) The use of the Service by or for others, who do not reside in your personal residence
- (iv) Calls without constant live dialogue, including as a monitor, intercom or for transcription
- (v) Unusual calling patterns such as excessive number of calls, excessive number of unique numbers called or excessive short duration calls
- (vi) Calls that result in atypical termination costs and/or surcharges, including, but not limited to, calls to “free” phone conferencing services, “free” call management services, phone chat services, 900 numbers or the international equivalent of any of the foregoing, or recorded messages (such as those promoted in connection with reality TV shows, radio contests, or celebrity-sponsored recordings)

(c) **Small Business Service Acceptable Use Policy:** We provide the Equipment and Services for normal small business usage within your place of business. The use of the term “unlimited” in conjunction with Ooma’s Small Business Service offering as it appears on Ooma packaging, in sponsored advertising, on the Ooma website, and in third party marketing materials, or in any other location refers to normal small business phone usage as defined herein. You agree to use the Equipment only in a manner consistent with normal small business usage patterns and not for unusual calling patterns such as an excessive number of calls or excessive short duration calls. Unlimited voice calling is intended for continuous, live conversation between two individuals. Lack of continuous conversation, unusual calling patterns, excessive caller and calling destinations and/or excessive usage (e.g. 5,000 minutes per line of service per month or more) will be considered as indicators that your use of the Equipment may be inconsistent with normal small business usage. It may also indicate that the Equipment is being used in a manner not allowed by your Service plan and may result in review of your account and usage history. Failure to contact Ooma in response to our notification and/or failure to bring usage levels to normal levels in a timely fashion will result, in Ooma’s sole discretion, in immediate mandatory transfer

to a Commercial Service calling plan that charges significantly higher per minute usage rates. You acknowledge that if Service to your Equipment is terminated for abnormal usage patterns, you are subject to all applicable usage and service fees for the time periods in which your use of the Equipment was inconsistent with normal small business usage. If you use the Ooma Office Multi-Site feature, usage and services fees will be based on the location of your main office, as indicated on the Administrator's (as defined below) Ooma Office Manager, and calculated in accordance with the rates published at <https://www.ooma.com/legal/rates/>.

(d) Cellular Service and AirDial Service Acceptable Use Policy: This Cellular Service and AirDial Acceptable Use Policy incorporates by reference all terms and conditions of the Residential Service Acceptable Use Policy or the Small Business Acceptable Use Policy, as applicable. Furthermore, you cannot use the Cellular Service or the AirDial Service: (1) with server devices or host computer applications or other systems that drive continuous, heavy traffic or data sessions or automatically consume unreasonable amounts of network capacity; (2) to continually or repeatedly dial telephone numbers associated with free conference calls, free chat lines, or similar or related services; (3) for any other unauthorized, wrongful, or misappropriated use of Service (including cloning, compromised SIM algorithm, and subscription fraud) on a MSISDN or SIM assigned to you, whether or not the MSISDN or SIM is currently active; (4) using the Service without permission on a stolen or lost device; (5) installing any amplifiers, enhancers, repeaters or other devices that modify or otherwise affect the radio frequencies used to provide the Service without express permission from Ooma; (6) using the Service for monitoring of third parties without their permission, including location-based tracking of individuals; (7) using the Service to provide life-sustaining medical care or monitoring; (8) using Equipment modified from its manufacturer's specifications; or (9) any other unintended use as we determine in our sole discretion. You also cannot use data services in a manner that is unlawful or unduly interferes with the use of third-party cellular data networks. Neither the Cellular Service nor the AirDial Service may be used to disrupt e-mail use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines; or for activities adversely affecting the ability of other people or systems to use either the third-party cellular data network or other parties' Internet-based resources. You must also comply with AT&T's acceptable use policy located at att.com/aup. We may limit, suspend, constrain, or terminate your Cellular Service and/or AirDial Service for prolonged inactivity or for use that violates this policy or for any heavy, continuous data usage or usage that adversely

impacts network performance, hinders access to networks, or that we determine is necessary at our sole discretion to protect our or third-party networks from harm or degradation. You agree we have the right to terminate your Cellular Service and/or AirDial Service and charge you all applicable usage and service fees if we conclude at our sole discretion you are using such Service for a prohibited use, including but not limited to use of AirDial Equipment for voice applications if your service plan does not provide for it. You further acknowledge that you may incur additional charges if your use of voice or data in the Cellular Service or AirDial Service exceeds the amount provided in your service plan.

(e) Managed Wi-Fi® Acceptable Use Policy: This Managed Wi-Fi® Acceptable Use Policy incorporates by reference all terms and conditions of the Small Business Acceptable Use Policy, as applicable. Furthermore, you agree that you will not (1) use the Managed Wi-Fi® Access Point as a general SQL server, (2) remove any proprietary labels or notices on the Managed Wi-Fi® Access Point, (3) place a disproportionate load on the Managed Wi-Fi® Access Point so as to interfere with its operation or to prevent others from using it, (4) gain unauthorized access to the Managed Wi-Fi® Access Point, (5) introduce any virus or other harmful code onto the Managed Wi-Fi® Access Point or systems, or (6) use any automated means, including without limitation, agents, robots, scripts, or spiders, to access, monitor, or copy any part of the Managed Wi-Fi® Access Point and/or software. You acknowledge that Ooma may monitor your Managed Wi-Fi®, and at our sole discretion, suspend or terminate your Managed Wi-Fi® and charge you applicable usage and service fees if we conclude that your use of the Managed Wi-Fi® was inconsistent with the acceptable usage policy.

(f) General Prohibited Use: You are prohibited from using the Equipment for auto-dialing, predictive-dialing, continuous or extensive call conferencing, trunking or continuous or extensive call forwarding, telemarketing (including, without limitation, charitable or political solicitation or polling), operating a call center, resale of service, fax or voicemail spamming, broadcasting or blasting. Unusually high usage may interfere with Ooma's ability to provide Services to its customers and may indicate unauthorized use of Services. In addition, you are prohibited from using the Equipment in such a manner (1) to avoid payment of, in whole or in part, any charges for Services; (2) to arrange, rearrange, tamper with or make an unauthorized connection with any portion or component of the networks of Ooma or its third party providers; or (3) to (i) compromise the security or capacity, (ii) degrade the performance of, (ii) hinder other customers' access to, (iii) use malicious software or "malware" or

otherwise adversely impact network service levels or legitimate data flows. You agree we have the right to terminate your Service and charge you all applicable usage and service fees if we conclude you are using the Service for a prohibited use.

(g) Unlawful and Inappropriate Use or Conduct: You shall use the Equipment and Services only for lawful purposes. You shall not use the Equipment or a Service in any way that is threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, obscene, indecent, or would violate the intellectual property rights of any party or is otherwise unlawful, that would give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offense, under any applicable law or regulation, or in any similar manner. If we believe that you have used the Equipment or any of our Services for unlawful or inappropriate purposes or have attempted theft or fraud, we may forward the relevant communication and other information, including your identity, to the appropriate authorities for investigation and prosecution. You hereby consent to our forwarding of any such communications and information to those authorities. In addition, we will provide information in response to law enforcement requests, lawful government requests, subpoenas, court orders, in order to protect our rights and property, or where we believe that failure to disclose the information may lead to imminent harm to you or others.

(h) Unsolicited Advertisements and TCPA Compliance: Certain communication practices – including without limitation, the placing of unsolicited calls; the placing of commercial messages; the sending of unsolicited facsimile, Internet facsimile, SMS, or other messages; and the use of certain automated telephone equipment to place certain calls – are regulated in the United States by the Federal Telephone Consumer Protection Act of 1991 (also known as the “TCPA”) (available at <https://www.fcc.gov/document/telephone-consumer-protection-act-1991>), the Junk Fax Prevention Act of 2005, and under a number of similar state, municipal or local laws, regulations, codes, ordinances and rules, and in Canada by the Canadian Radio-television and Telecommunications Commission pursuant to Canada's Anti-Spam Law (“CASL”) (available at <https://laws-lois.justice.gc.ca/eng/acts/E-1.6/index.html>). You agree, represent and warrant that:

(i) You are the creator of the content of, and are solely responsible for determining the destination(s) and recipient(s) of, all outbound communications made using Services (“Customer Communication”);

(ii) All content, communications, files, information, data, and other content provided for transmission through your account or the Services will be provided solely for lawful purposes, and in no event shall any Customer Communication or any content thereof be in violation of the TCPA, Junk Fax Prevention Act, CASL, or any other law; and

(iii) No unsolicited advertisements, commercial messages, solicitations, marketing or promotional materials will be transmitted or distributed in the form of facsimiles or Internet facsimiles through the Services.

(iv) You have received proper consent to make any communications to which the TCPA applies; and



“do not call” lists.

At Ooma’s sole option and without further notice, Ooma may use technologies and procedures, including without limitation, filters, that may block or terminate such unsolicited advertisements without delivering them. You agree to indemnify and hold harmless Ooma, and any third-party provider(s) from any and all third party claims, losses, damages, fines, or penalties arising: (i) out of your violation or alleged violation of the TCPA, Junk Fax Prevention Act, CASL, or any similar regulation or legislation; or (ii) otherwise related to any voicemail, text, and/or fax spam, solicitations, or commercial messages that you may send and/or receive using the Services; or (iii) any other violation of law.

(i) **Privacy and Data Protection Laws:** Ooma Equipment and Services are primarily intended for purely personal, household, and business use. Nonetheless, data protection and privacy laws where you live may impose certain responsibilities on you and your use of the Equipment and Services. For certain video, audio, and facial recognition data that you collect using Equipment and Services (e.g., video and audio signals and data from the Ooma Smart Cam, Ooma Call Recording, etc.), you are the controller of certain data these Equipment and Services collect, and Ooma is the processor of that data, under applicable laws. For more information, see [Ooma’s Privacy Policy](#). You agree that you (and not Ooma) are responsible for ensuring that you comply with any applicable laws when you use the Equipment and Services, including, but not limited to, (i) any laws relating to the recording or sharing of video or audio content that includes third parties or public spaces, or (ii) any laws requiring notice to third parties, or

consent or explicit consent of third parties with respect to your use of the Equipment.

(j) Ooma may act immediately and without notice to suspend or terminate the Services if, in Ooma's sole discretion, Customer's or its End Users' use of the Services violates the terms of this Acceptable Use Policy.

9. Emergency Services

(a) **Disclaimer of Liability and Indemnification:** WE DO NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, CALLS USING OUR 911 DIALING SERVICES ARE ANSWERED OR ADDRESSED BY ANY EMERGENCY RESPONSE CENTER. WE DISCLAIM ALL RESPONSIBILITY FOR THE ABILITY OF ANY OF THE EQUIPMENT TO CONNECT TO AN EMERGENCY RESPONSE CENTER, THE CONDUCT OF THE EMERGENCY RESPONSE CENTER AND THE NATIONAL EMERGENCY CALLING CENTER. WE RELY ON THIRD PARTIES TO ASSIST US IN ROUTING 911 CALLS TO EMERGENCY RESPONSE CENTERS AND TO A NATIONAL EMERGENCY CALLING CENTER. WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT. WE DO NOT HAVE ANY CONTROL OVER THE ACTIONS OR OMISSIONS OF YOUR ALERT CONTACTS (AS DEFINED BELOW), OR THE INTERNET CONNECTION OR MOBILE TELEPHONE CARRIER SERVICES UTILIZED BY YOU OR YOUR ALERT CONTACTS, NOR WHETHER YOU REGISTER ANY OF THE EQUIPMENT, ENTER IN THE CORRECT INFORMATION WHILE PROGRAMMING ANY OF THE EQUIPMENT ONLINE, TEST THE FUNCTION AND RANGE OF ANY OF THE EQUIPMENT AND THE OOMA SERVICES, OR CHARGE THE EQUIPMENT, IF APPLICABLE. YOU FURTHER ACKNOWLEDGE THAT OUR 911 DIALING SERVICE WILL NOT FUNCTION IN THE EVENT OF (I) AN INTERNET SERVICE OUTAGE, (II) AN ELECTRICAL POWER FAILURE THAT EXCEEDS ANY BATTERY BACKUP CAPABILITY, (III) A TEMPORARY BLOCK OR SUSPENSION OF YOUR SERVICE OR (IV) A SERVICE OUTAGE FOR ANY OTHER REASON. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE EQUIPMENT AND SERVICE MEETS ANY APPLICABLE REGULATORY REQUIREMENTS, INCLUDING BUT NOT LIMITED TO THOSE APPLICABLE TO FIRE PANELS. NEITHER OOMA NOR ITS OFFICERS OR EMPLOYEES MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS, AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO OUR 911 DIALING SERVICE OR OUR 911 ALERT SERVICE. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR

CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR OOMA EQUIPMENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY-NOTIFICATION SYSTEM OR TRADITIONAL 911 SERVICE. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND ASSIGNS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE EQUIPMENT OR SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO THE ABSENCE, FAILURE, OR OUTAGE OF THE EQUIPMENT (INCLUDING 911 DIALING AND 911 ALERTS AND HOME SECURITY, INCORRECTLY ROUTED 911 DIALING CALLS AND INCORRECTLY ROUTED 911 ALERT E-MAILS OR TEXT MESSAGES, INCORRECTLY ENTERED E-MAIL ADDRESSES OR MOBILE TELEPHONE NUMBERS FOR THE ALERT CONTACTS), FAILURE OF ANY EMERGENCY SERVICE PERSONNEL TO CALL BACK DIRECTLY TO THE NUMBER FROM WHICH A 911 CALL WAS MADE, AND/OR THE INABILITY OF ANY USER OF THE EQUIPMENT TO BE ABLE TO USE 911 DIALING, 911 ALERTS, OR ACCESS OR RECEIVE CALLBACKS FROM EMERGENCY SERVICE PERSONNEL. YOU SHOULD HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES. IF YOU ARE NOT COMFORTABLE WITH THE LIMITATIONS OF THE 911 ALERTS SERVICE, YOU SHOULD NOT ENABLE AND/OR USE THE FEATURE.

(b) Limitations on Emergency Calling: Internet-only 911 Dialing is different than traditional 911 service and is generally referred to as enhanced 911 or E911. E911 service is subject to availability within your calling jurisdiction. With E911 service, when you dial 911, your telephone number and the service address you registered with Ooma are simultaneously sent to the local emergency center assigned to your location. Customers in locations where the emergency center is not equipped to receive, capture, or retain your telephone number and address have basic 911 or limited E911. In addition, if you dial 911 before your registered location has been entered in the emergency operator’s database, your call will be routed to a national emergency call center. Furthermore, if you are an Ooma Small Business Service customer, the emergency call-back number provided to your local emergency center will be designated by the Administrator (as defined below) of your account, as described below. With basic 911 or limited E911, the local emergency operator answering the call may not have your call-back number or your exact location, so you must be

prepared to give them this information. Until you give the operator your phone number, he/she may not be able to call you back or dispatch help if the call is dropped or disconnected, or if you are unable to speak. Certain customers may not have access to either basic 911 or E911. If you do not have access to basic 911 or E911, your 911 call will be sent to a national emergency call center. A trained agent at the emergency call center will ask for the name, telephone number, and location of the customer calling 911, and will contact the local emergency center for such customer in order to send help. Examples of situations where 911 calls will be sent to the national emergency call center include when there is a problem validating a customer's address or the customer is located in an area that is not covered by the landline 911 network. Emergency personnel do not receive your phone number or physical location when your 911 call is routed to the national emergency call center. You authorize us to disclose your name and address to third-parties involved with providing 911 emergency services to you, including but, not limited to, call routers, call centers, and local emergency centers.

(c) Reduced Speed for Routing or Answering 911 Dialing Calls: There can be a greater possibility of network congestion and/or reduced speed in the routing of a 911 Dialing call made utilizing Equipment as compared to traditional 911 dialing over traditional public telephone networks.

(d) Registration of Physical Location Required: For each phone line or user account that you utilize with the Internet-only service, you must register with Ooma the physical location where you will be using the Equipment with that phone line or user account. Failure to register your Equipment's physical location may result in the suspension or termination of your Services. Your initial location will be registered as a part of new Equipment registration when you receive a new phone number from us. It is incumbent on you to confirm the accuracy of your physical location address via your online account if you make any changes, additions, or transfer phone numbers to your account. If we cannot validate the address you provide during the registration process, your 911 call will be sent to the national emergency call center as described in Section 9(b) above. If we continue to fail to validate the address you provide during the registration process, we will terminate your account. If you move the Equipment to another location, you **MUST** update your physical location address in order to ensure proper 911 Dialing function. If you do not update your physical location, any 911 calls you make may be routed to an emergency center near your old address and may result in help being sent to the wrong location. You will be liable for any charges or fees incurred by Ooma which arise out of or relate to your failure to provide Ooma with your Equipment's

then-current physical location and/or physical location of where each user account is utilized from, as applicable. Should you choose to use the Ooma system outside of the United States, you will not have access to emergency calling.

(i) **Ooma Residential Service:** If you are an Ooma Residential Service customer, you may update a location by logging into your online account or contacting a member of our customer support team at 1-888-711-6662 during working hours. For purposes of 911 Dialing, you may only register one location at a time for each Equipment. Ooma reserves the right to charge you for penalties that we incur when your 911 calls are sent to the national emergency call center as described in Section 9(b) above because you failed to register your Equipment's physical location, and/or when 911 response personnel are sent to the wrong address because you have not updated your physical location.

(ii) **Ooma Small Business Service:** If you are an Ooma Small Business Service customer, the customer who registers the Equipment location and who will have administrative access to the Ooma Office Manager site is the administrator of the Business Service account (the "Administrator"). The Administrator may update your main office location by logging into the online Ooma Office Manager. If you utilize the Ooma Office Multi-Site feature, you must register with Ooma each physical location for each respective user account. As the Administrator, you agree and understand it is your responsibility to (i) confirm the accuracy of the physical address for each user account, (ii) instruct each user to notify you each time such user changes its location and remind each user to do so at least once per month, and (iii) to make any changes or additions needed for each user account. If you are assigned a user account, it is your responsibility to notify the Administrator of any changes or inaccuracies to the physical address associated with your user account. If any of your users moves any Equipment to another location, the Administrator MUST update the physical address of the moved Equipment in order to ensure proper 911 Dialing function. If the Administrator does not update the location, any 911 calls you or your users make may be routed to an emergency center near the old address and may result in help being sent to the wrong location. In addition, if you are assigned a user account, you acknowledge that emergency service personnel may call back to the main office number or another number at the same location which the Administrator has designated as the contact number in case of emergency, instead of calling back directly to the number from which an emergency call was made.

(e) **Notify All Users:** You should inform all household residents, guests, users and other third persons who may be present at the physical location where you utilize Services of the important distinctions and limitations of E-911 as compared with traditional 911. You should inform all Alert Contacts (defined below) of the key aspects of the 911 Alerts feature and that their e-mail and/or mobile phone number is listed as a contact for the service.

(f) **Landline 911 Emergency Calling:** If you have a landline connected to your Ooma Equipment, 911 will be directed through your local telephone service line provided by your local telephone service company. In such case, your 911 calls will be handled by your local telephone service company, not by Ooma.

(g) **911 Alerts Feature:** The 911 Alerts feature is available in certain Residential Service packages and is subject to the restrictions and limitations of the 911 Dialing services as described herein. To use the 911 Alerts feature, subscribers with access to E911 Dialing must: (i) select the option to enable 911 Alerts in the Preferences tab in your My Ooma Account; (ii) enter up to three e-mail addresses or mobile phone numbers (the “Alert Contacts”) into the 911 Alerts area of the “My Ooma” online control panel; (iii) save the changes; and (iv) test the 911 Alerts to make sure the service works for you. You may also enter a custom message that will be included in the alert, but in any event the alert message is limited to 256 characters. YOU UNDERSTAND AND AGREE THAT OOMA IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY FOR, RELATED TO, OR ARISING OUT OF, YOUR FAILURE TO (I) ENABLE THE 911 ALERT FEATURE, (II) ENTER IN THE CORRECT INFORMATION FOR THE ALERTS CONTACTS, OR (III) TEST THE 911 ALERTS SERVICE. Do not test the 911 Alerts feature by dialing 9-1-1, as this will trigger a call to your local emergency dispatch center. To test the 911 Alerts feature, use the Equipment to dial 6-1-1. You will hear a recorded message that tells you that a test call has been placed. Your Alert Contacts should then check their e-mail inbox and/or phone to make sure the alert was sent and received properly. Double-check that the address included in the alert is up-to-date. By using the 911 Alerts feature, you authorize us to send e-mails and text messages to your Alert Contacts. YOU UNDERSTAND AND AGREE THAT YOUR MOBILE CARRIER, AND THE MOBILE CARRIER(S) OF YOUR ALERT CONTACTS, MAY APPLY ADDITIONAL CHARGES TO SEND AND RECEIVE TEXT MESSAGES. In the event an Alert Contact experiences a power failure or disruption, outage of Internet service or mobile telephone service, or any other disruption, the 911 Alerts will be delayed or never received by the e-mail inbox or mobile phone of that Alert Contact.

(h) **Labels.** You agree to notify any user or potential user of the Services of the 911 limitations described herein. You will place a label on and/or near each telephone or other Equipment on which the Services may be utilized regarding the limitations or unavailability of 911 emergency dialing.

10. Additional Terms of Equipment and Service

(a) Life Safety or Critical Uses of the Products and Services – Non-AirDial:

You acknowledge and agree that the Equipment and Services, whether standing alone or when interfaced with third-party products or services, are not certified for emergency response. Ooma makes no warranty or representation regarding use of the Equipment or Services with any third-party product or service. YOU UNDERSTAND THAT THE EQUIPMENT AND SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. FURTHER, YOU UNDERSTAND THAT UNDER NO CIRCUMSTANCES WILL OOMA DISPATCH EMERGENCY SERVICES TO YOUR HOME IN THE EVENT OF AN EMERGENCY.

(b) Life Safety or Critical Uses – AirDial: AirDial complies with the following Underwriters' Lab standards: (i) UL 864 (control units and fire alarms); (ii) UL 2054 (battery safety); and (iii) UL 62368-1 (safety requirements for electrical and electronic equipment). Ooma makes no warranty or representation regarding compliance with any other life safety or critical use standards or requirements, nor its continued compliance with any of the foregoing. In addition, Ooma makes no warranty or representation regarding the use of AirDial Equipment or services with any third-party products or service. CUSTOMER ACKNOWLEDGES THAT THE AIRDIAL EQUIPMENT AND SERVICES, WHETHER STANDING ALONE OR INTERFACED WITH THIRD-PARTY PRODUCTS OR SERVICES, ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM. FURTHER, CUSTOMER ACKNOWLEDGES THAT UNDER NO CIRCUMSTANCES WILL OOMA DISPATCH EMERGENCY SERVICES IN THE EVENT OF AN EMERGENCY. CUSTOMER AGREES THAT CUSTOMER WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES.

(c) Reliability of Services: You acknowledge that the Services, including remote access and mobile notifications, are not error-free or 100% reliable and 100% available. Proper functioning of the Services relies and is dependent on, among other things, the transmission of data through your Wi-Fi® network, enabled wireless device (such as a phone or tablet) and High-Speed Internet access, or cellular service, where applicable, for which neither Ooma nor any

wireless or data carrier is responsible, and may be interrupted, delayed, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of service and access, environmental conditions, interference, non-payment of applicable fees and charges, unavailability of radio frequency channels, system capacity, upgrades, repairs or relocations, and priority access by emergency responders in the event of a disaster or emergency (collectively, “Service Interruptions”). You understand that Service Interruptions may result in the Services being unreliable or unavailable for the duration of the Service Interruption. We cannot and do not guarantee that you will receive notifications within any given time, or at all. YOU AGREE THAT YOU WILL NOT RELY ON THE SERVICES FOR ANY LIFE SAFETY OR CRITICAL PURPOSES. MOBILE NOTIFICATIONS REGARDING THE STATUS AND ALARMS ON YOUR OOMA EQUIPMENT ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY – THEY ARE NOT A SUBSTITUTE FOR A THIRD-PARTY MONITORED EMERGENCY-NOTIFICATION SYSTEM. There is no way for Ooma to provide specific information relating to a situation in your home or elsewhere. You acknowledge that it is your responsibility to educate yourself on how to respond to an emergency and to respond according to the specifics of your situation.

(d) **Service Interruptions; no refund or rebate:** The Services may be suspended temporarily, without notice, for security reasons, systems failure, maintenance and repair, or other circumstances. You agree that you will not be entitled to any refund or rebate for such suspensions. Ooma does not offer any specific uptime guarantee for the Services.

(e) **Privacy and Security:** The calling capability and our Services use the public Internet, third party networks, and inside wiring in customers’ premises to transmit communications. We have engineered our Equipment and Services using commercially reasonable efforts to minimize the risk of any loss in privacy when using such systems. You acknowledge, however, that we cannot guarantee that your communications are completely secure. We respect your privacy and treat the content of all communications as private, except as may be required by law. Please refer to the Privacy Policy on our website at <https://www.ooma.com/legal/privacy-policy/> for additional information.

(f) **Cyber Security:** We maintain administrative, technical and physical security measures and safeguards designed to protect the confidentiality and security of your personal information. Unfortunately, no information transmission or storage system on the Internet is 100% secure. As a result, we cannot guarantee, ensure, or warrant the security of any information or

Content you transmit to us. There is no guarantee that information or Content will not be accessed, disclosed, altered, or destroyed by breach of any of our physical, technical, or managerial safeguards.

The safety and security of your personal information, Content and Ooma Meeting IDs also depend on you. It is your responsibility to protect the security of your login information, Content and Ooma Meeting IDs (including associated passwords). Please note that e-mails and other communications sent to us through our website may not be encrypted, and we strongly advise you not to communicate any confidential information through these means.

Please refer to the Privacy Policy on our website at <https://www.ooma.com/legal/privacy-policy/> for additional information.

(g) Managed Wi-Fi® and Data Collection: By using your Managed Wi-Fi® Access Point, you understand and agree that you are collecting data regarding the devices that connect to your network and how your network is being used. By means of the Equipment, you are then transferring that data to Ooma, including data that may contain personally identifiable information of the Wi-Fi® End Users. It is your responsibility to provide notice to, and obtain any necessary consents from, the Wi-Fi® End Users regarding the collection, processing, transfer and storage of their personal data. Such information may include, but is not limited to client host name, client MAC address, client IP address, client IPV6 address, client OS name, username, user profile name, and interactions with Internet websites, applications, or advertisements.

(h) Compatibility with Third-Party Home Security and Medical Alert Systems: PLEASE NOTE: Our Services, the Equipment, and calling capability may not be compatible with certain home security and medical alert systems that communicate with the home security provider or medical alert provider by dialing a number using your local telephone service line. You may be required to maintain and pay for a separate landline or cellular telephone service from your local telephone company in order to use such systems. You are responsible for contacting the home security or medical alert company to determine the compatibility of its system with our Equipment and Services. YOU HEREBY WAIVE ANY CLAIM AGAINST OOMA FOR THE INTERFERENCE OR DISRUPTION OF THESE THIRD-PARTY SERVICES AND EQUIPMENT. WE DISCLAIM ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT THAT YOUR HOME SECURITY AND/OR MEDICAL ALERT SYSTEM IS DISRUPTED. YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTIONS ARISING FROM OR RELATING TO THE COMPATIBILITY OF OUR SERVICES, EQUIPMENT, AND/OR ALARM SYSTEM MODE, WITH CERTAIN

THIRD-PARTY NON-VOICE COMMUNICATION EQUIPMENT. YOU SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS OOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, AND ASSIGNS, AND ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU IN CONNECTION WITH THE EQUIPMENT OR SERVICES, FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOU OR ANY THIRD PARTY RELATING TO THE FAILURE, INTERFERENCE OR DISRUPTION OF THIRD PARTY SERVICES AND EQUIPMENT (INCLUDING, WITHOUT LIMITATION, HOME SECURITY AND MEDICAL ALERT SYSTEMS) DUE TO COMPATIBILITY OR INCOMPATIBILITY WITH OOMA'S SERVICES, EQUIPMENT, AND/OR ALARM SYSTEM MODE.

(i) **International Usage:** The Ooma system has been designed to support installation and use in the United States with a U.S. High-Speed Internet service provider. We currently only provide U.S. phone numbers and cannot guarantee installation, performance, or use of Ooma Equipment and Service outside the United States. If you choose to install and use the Ooma system outside of the United States, you will be solely responsible for any violation of any export laws, tax laws, tariff agreements, U.S. or foreign regulatory rules, U.S. or local laws, or violation of your High-Speed Internet provider's terms of service. You will also be accountable for payment of any taxes, fees, penalties, and/or surcharges associated with use of the Ooma system outside of the United States. Ooma reserves the right to suspend Service to any non-U.S. based system at any time.

(j) **Voice-to-Text Limitations:** Some Ooma Services provide a function that allows voicemails to be converted to text. You understand and agree that this voice-to-text conversion may not be accurate and you are responsible for listening to the original voicemail to verify the accuracy of the conversion. Certain Services utilize human-aided conversions and, as a result, the privacy of your message and its content cannot be guaranteed. You hereby release all claims against Ooma and its third-party providers with respect to the voice-to-text service.

(k) **May Not Support x11 Calling:** The Equipment, if not connected to a landline, may not support 311, 511 and/or other x11 services in one or more (or all) service areas (other than certain specified dialing such as 911 and 411, which are provided for elsewhere in this Agreement, and 711, which is used to access telecommunications relay services). To keep all of these services,

please have your Equipment, if your Equipment is capable of doing so, connected to a landline.

(l) **No O+ or Operator Assisted Calling:** The Equipment, if not connected to a landline, does not support O+ or operator assisted calling (including, without limitation, collect calls, third party billing calls, 900 or calling card calls).

(m) **No Directory Listing for Residential Services:** The phone numbers you get from us will not be listed in any telephone directories. As a result, someone with your phone number cannot use a reverse directory to lookup your address.

(n) **Third-Party Products and Services:** We assume no obligation to provide support services for any third party products or services, or for problems with our service caused by third party products or services.

(o) **Voice Recording and Call Monitoring:** If you utilize Ooma Call Recording, you acknowledge that there are federal and state laws governing the electronic recording of telephone conversations and that Ooma is not liable for any illegal use of the Services. Many jurisdictions require advance notice or consent for electronic voice recording and/or third-party call monitoring. It is your responsibility to determine and comply in full with your own compliance obligations. No Services or Equipment offered by Ooma are represented or warranted to comply with electronic recording laws.

(p) **Ooma Meetings Limited Support:** Except with respect to Small Business Services customers, Ooma Meetings are provided as-is and without support, and we make no commitment or guarantee, and shall have no obligation relating to, (a) the availability/unavailability, uptime/downtime, performance, reliability, functionality, or other operation/inoperation of Ooma Meetings, or (b) the maintenance or continued provision or support of any particular element, aspect, property, feature, functionality, or component thereof.

If you utilize Ooma Home Security, the following Sections (p)-(s) apply to you:

(q) **Installation, Test and Use:** It is your responsibility to install and use the Equipment and Services pursuant to the applicable manual and instructions. IF EQUIPMENT IS NOT PROPERLY INSTALLED, OR IF EQUIPMENT OR ANY OF ITS SENSORS ARE OUTSIDE THE DETECTION RANGE OR HINDERED OR OBSTRUCTED BY WALLS, FURNITURE, PERSONAL PROPERTY OR OTHER THINGS, YOU MAY EXPERIENCE FALSE ALARMS OR DETECTION FAILURES. It is your responsibility to test the Equipment once installed to be

sure the Equipment (and any related sensors, components and peripherals) are functioning and communicating as intended and designed, and then regularly test and maintain the Equipment after installation.

(r) **Check Batteries Regularly:** It is your responsibility to replace any batteries for the Equipment, when necessary. YOU UNDERSTAND AND AGREE THAT THE EQUIPMENT MAY NOT FUNCTION OR PROPERLY FUNCTION IF BATTERIES NEED REPLACEMENT; PLEASE CHECK THEM REGULARLY AND REPLACE BATTERIES WHEN NOTIFIED BY THE OOMA HOME SECURITY APPLICATION.

NOTICE: The National Fire Protection Association standard requires that smoke alarm batteries last at least 10 years and be non-replaceable and non-removable. Our batteries are certified by the relevant authorities to meet these requirements on a stand-alone basis. However, if you couple an Ooma smoke alarm with an Ooma base station, the battery life may not last 10 years. To maximize optimum battery life, you must make sure the battery has a good and uninterrupted connection to the Ooma base station. It is your responsibility to keep the Equipment in good working order as stated elsewhere herein.

(s) **Smoke Detectors:** OOMA MAKES NO WARRANTY OR REPRESENTATION THAT ANY SMOKE DETECTORS, WHETHER USED WITH OR WITHOUT ANY OOMA EQUIPMENT OR MOBILE APPLICATION, MANUFACTURED OR SOLD BY OOMA CONSTITUTE A FIRE ALARM SYSTEM OR MEET THE REQUIREMENTS OF ANY STATE OR LOCAL LAW, CODE, ORDINANCE, AUTHORITY HAVING JURISDICTION OR INDUSTRY STANDARD, SUCH AS NFPA 72. YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH THE REQUIREMENTS OF ANY APPLICABLE STATE OR LOCAL LAW, CODE, ORDINANCE, AUTHORITY HAVING JURISDICTION OR INDUSTRY STANDARD THAT MAY APPLY TO THE INSTALLATION, USE AND SERVICE OF ANY SMOKE DETECTORS, WHETHER USED WITH OR WITHOUT ANY OOMA EQUIPMENT OR MOBILE APPLICATION, MANUFACTURED OR SOLD BY OOMA.

(t) **Smart Device Standards/Use Only Ooma Certified Third-Party Products or Services:** The Equipment may use various open or commonly available standards or means to communicate and work with smart or connected devices that are also similarly used by other systems or services not manufactured by Ooma, including Wi-Fi®, Bluetooth, and IP devices. HOWEVER, SMART, CONNECTED OR OTHER DEVICES AND RELATED SERVICES (“THIRD-PARTY PRODUCTS AND SERVICES”) THAT ARE NOT

DESIGNATED BY OOMA AS COMPATIBLE WITH THE PRODUCTS AND SERVICE MAY NOT WORK WITH THE EQUIPMENT AND SERVICES, OR MAY HAVE LIMITED FEATURES OR FUNCTIONALITY, EVEN IF DESIGNED, SPECIFIED OR MARKETING TO OPERATE USING THE SAME OR SIMILAR STANDARDS OR MEANS OF COMMUNICATION. YOU AGREE ONLY TO USE THIRD-PARTY PRODUCTS AND SERVICES DESIGNATED BY OOMA AS COMPATIBLE WITH THE EQUIPMENT AND SERVICES. FURTHER, YOU AGREE THAT OOMA IS NOT RESPONSIBLE FOR, AND YOU HEREBY RELEASE AND HOLD OOMA HARMLESS FROM AND AGAINST, ALL LIABILITY AND DAMAGES, INJURIES OR LOSS OF LIFE ARISING FROM, RELATED TO, OR CAUSED BY, ANY ATTEMPT BY YOU TO CONNECT, OR YOUR CONNECTION AND USE OF, THIRD-PARTY PRODUCTS OR SERVICES THAT ARE NOT CERTIFIED BY OOMA AS COMPATIBLE WITH THE EQUIPMENT AND SERVICES.

11. Service Charges, Billing and Payment

(a) **Service Charges, Taxes and Fees:** We may charge you certain Service fees and other taxes and fees, which may include, but are not limited to, fees for Services; activation fees; usage charges; international usage charges; advanced feature charges; data charges; premium services/add-ons; Equipment purchases or rentals; 911 service fee; applicable 988 service fees; regulatory compliance fee(s); Federal Universal Service Fee; federal, state, and/or local taxes; 911 fees; applicable 988 fees; reconnection fees; and shipping and handling charges. The amount of such fees and charges shall be published on our website at <https://www.ooma.com/legal/rates/> and are incorporated by reference herein, and may change from time to time and, in the case of rental fees, published on our website at <https://www.ooma.com/office/rental/>. Failure to pay any Service fees, other taxes or fees may result in suspension or termination of your account without notice.

(b) **Valid Credit or Debit Card Required:** In order to purchase or rent Equipment or activate Services from us, you are required to provide us with a valid e-mail address and a credit or debit card number from a card issuer that we accept ("Issuer"), together with the billing address for the card. We reserve the right to stop accepting credit or debit cards from one or more Issuers. If your credit or debit card expires, you close your account, your billing address changes, or your credit or debit card is cancelled and replaced on account of loss or theft, you must advise us at once and provide new credit or debit card information or we may terminate Service to you. You acknowledge and agree

that you authorize us and that we do not need to obtain any additional authorization from you for any recurring payments, automatic billing options or updated credit card or debit card information provided by your credit card or debit card company to us. Your account will be automatically terminated if you put a stop payment on your account with a financial institution in connection with payment of any of your monthly or annual charges.

(c) **Payments:** We accept payment only by credit or debit card. Your purchase or rental of Equipment or activation of Services from us authorizes us to charge your credit or debit card. This authorization will remain valid until 30 days after we receive written notice of your intent to terminate our authority to charge your credit or debit card. If you provide such notice, we will charge your credit or debit card for any applicable termination fee and any other outstanding charges and terminate your Services.

(i) **Collection:** If your Services are terminated, you will remain fully liable to us for all charges pursuant to this Agreement and any and all costs we incur to collect such amounts, including, without limitation, collection costs and attorneys' fees.

(ii) **Notices:** You understand that it is difficult for us to distinguish between credit and debit cards. You agree to waive your rights under Regulation E of the United States Federal Reserve to receive ten days advance notice from us regarding the amount that we will debit from your account. While we may send you messages about your billing, we are not obligated to do so. We may change or cease our messages at any time without notice to you.

(iii) **Late and Partial Payments:** We may add late-payment charges to any past-due amounts at the lower of 1.5% per month of the past-due amounts or the maximum rate allowed by law. Our acceptance of late or partial payments (even if marked "paid in full" or with other restrictions) shall not waive any of our rights to collect the full amount of the charges. If charges cannot be processed through your credit or debit card, we may add a processing fee of \$15 or any lesser amount if limited by state law.

(d) **Automatic Billing:** Certain of our Services, including but not limited to our Premier Service, Home Security, International Bundle and prepaid billing deposits, feature automatic rebilling. In such circumstances, for your convenience, your credit card will be automatically billed at the end of each term which will renew your membership for another like term. You may terminate automatic rebilling at any time by contacting our Customer Care Department using the contact information posted on the website at least thirty

(30) days before rebilling is to take place that you are terminating the Service. Failure on your part to notify us of your desire not to be re-billed, will result in your account being re-billed and you agree to hold harmless and indemnify us from any and all claims of wrongful billing.

(e) **Prepaid Services:** For international or directory assistance calls, you must first prepay a certain amount and the calls, along with associated taxes and/or fees, are then charged against the prepaid balance. Once the prepaid amount is exhausted, you will no longer be permitted to continue such calls until a new prepaid balance is established. Usage charges, if any, will be billed as set forth on our website at <https://www.ooma.com/legal/rates/>.

(f) **No Service Credit:** You acknowledge that Services are provided on a commercially reasonable efforts basis using the public network and third-party networks. Therefore, Ooma will not provide any credits, refunds or other compensation for interruptions of Service or failure of Equipment.

(g) **Billing Disputes:** If you dispute any charges from us, you must notify us in writing within 30 days after notification to you of the charges (or within any greater period required by law); otherwise, you will be deemed to have waived any right to contest such charges. During the period of a billing dispute, our receipt and acceptance of a partial payment shall not be construed as a payment in full of the contested amount, as set forth below. All notices of disputed charges should be sent to: Ooma, Inc., c/o Billing Department, 525 Almanor Ave., Suite 200, Sunnyvale, CA 94085, or via e-mail at customeradvocate@ooma.com.

(h) **Reactivation and Number Change Fee:** You agree that we may charge you a fee for reactivation after a period of non-use or to change the phone number associated with the Equipment.

(i) **Number Porting Fee:** You agree that we may charge you a fee for porting your phone number from another provider. This fee is set forth on our website at <https://www.ooma.com/legal/rates/>. Number porting is subject to availability and other restrictions in certain geographic areas, and to policies of the provider from whom the phone number port is requested. You should allow up to 21 days, or longer depending upon your provider, for number porting to be completed, and should not cancel your existing phone service until the number port is completed.

(j) **Collect Calls and Third-Party Billing:** Should you incur charges for collect calls or other third-party service billed to your Ooma phone number, Ooma will

charge you the cost of the call or service, as determined by the billing party, plus an additional service charge calculated as a percentage of the billing party amount. Failure to pay for these charges may result in suspension or termination of your account.

(k) **Resellers:** For those Services you receive through a Reseller, and to the extent the Reseller's terms differ from those set forth in Section 11(a) – (j), your Reseller's terms control.

12. Return of Equipment and Refunds

(a) **Purchases Directly from Ooma:** If you bought your Equipment directly from Ooma, you may return the Equipment to us within 30 days of the date you received the Equipment (or as otherwise required by law) and we will refund the purchase price to you, provided that you:

(i) Return all of the equipment that you purchased from us within 14 days of termination of your account, in original condition, original packaging preferred;

(ii) Terminate your account with us within the same 30-day period;

(iii) Return original proof of purchase with the Equipment, together with all parts, and accessories;

(iv) Obtain a valid return authorization number from our customer care department prior to returning the Equipment to us by calling 888-711-6662; and

(v) Pay all costs of shipping the Equipment back to us. You may return Equipment for a refund only once. We reserve the right to charge a return charge as may be posted on our website from time to time.

(b) **Retail Customers:** If you bought your Equipment from a Reseller rather than directly from Ooma, you may not return the Equipment to us. If permitted by the Reseller, you may return the Equipment to the Reseller, in which case the return will be subject to the Reseller's return policy. If you return your Equipment to the Reseller, your Services will terminate, and you will lose any phone numbers assigned to your account.

(c) **Rental Customers:** If you rent your Ooma Equipment and you terminate your Service for any reason within 12 months from the date you commenced the rental, you will be charged a return charge per item of rented Equipment rented at the rates published on our website at

<https://www.ooma.com/office/rental/>. Within 14 days of termination, you agree to return at your own expense all Equipment to Ooma or you will be charged \$50 per item of Equipment rented, in addition to the return charge.

(d) **No Refunds on Unused Services:** Subject to applicable law, there are no refunds for unused service terms and all Service charges, taxes, fees and prepaid balances are non-refundable.

13. Termination of Services

(a) **By You:** You may terminate any or all Services by contacting our Customer Care Department using the contact information posted on the website. You may make the termination effective at any time after five (5) working days from your termination request, except for Services where a minimum initial term is specified, in which case the termination may be effective on any date after the minimum initial term expires, plus five (5) working days. There are no refunds for unused service terms. Notwithstanding the foregoing, if you receive your Services through a Reseller, you may terminate your Services only in accordance with the terms of your agreement with the Reseller to the extent such terms differ from those set forth in this Section 13(a).

(b) **By Us:** We may terminate or modify any or all of your Services or use of your Equipment at any time without any liability to Ooma, including without limitation for the termination of any Services supporting life safety mechanisms, if:

- (i) any charge by us to your credit or debit card is declined or reversed;
- (ii) your credit or debit card expires or is cancelled and you have not provided us with a valid replacement credit or debit card;
- (iii) you otherwise fail to pay any charges, taxes, or fees;
- (iv) you attempt to use or use a stolen credit or debit card, as determined by Ooma in its sole discretion;
- (v) you fail to pay undisputed charges after they are due or within five (5) business days after we have notified you that, in our sole but reasonable discretion, such disputed charges are valid and should be paid;
- (vi). we determine, in our sole and absolute discretion, that you violated any of your obligations in this Agreement or that you violated the license granted in Section 4; or

(vii) in the event any arrangement between Ooma and a third party provider used by Ooma to provide your Services and/or Equipment is terminated, expires, or is not renewed for any reason.

Except as otherwise set forth herein, we may also terminate any element of the Services provided to you (but not your use of the Equipment for unlimited calling) for any other reason or no reason by providing notice to you of at least ten (10) working days.

(c) Phone Number: The phone number assigned to your account may be re-assigned if your Services are terminated by you, by Ooma, or by your Reseller, including when your services are terminated because you returned your Equipment to a Reseller, as set forth in Section 12(b). If you wish to transfer your phone number to another service, you must do so prior to your Services being terminated, otherwise your phone number may not be available for transfer. IF YOU “PORTED IN” ANY TELEPHONE NUMBER(S), OR YOU ARE ENTITLED TO “PORT OUT” A TELEPHONE NUMBER UNDER NON-U.S. LAW, YOU MAY “PORT OUT” SUCH NUMBER(S) IN CONNECTION WITH TERMINATING YOUR ACCOUNT ONLY IF YOU SATISFY THE FOLLOWING REQUIREMENTS: (i) YOU PROVIDE WRITTEN NOTICE TO OOMA OF YOUR INTENTION TO “PORT OUT” SUCH TELEPHONE NUMBER(S) NO LATER THAN THIRTY (30) DAYS AFTER THE DATE OF TERMINATION OF YOUR ACCOUNT (THE “PORTING NOTICE PERIOD”); (ii) YOUR NEW TELEPHONE CARRIER PROVIDES THE COMPANY’S TELEPHONE CARRIER WITH A DULY EXECUTED PORTING REQUEST PRIOR TO THE EXPIRATION OF THE PORTING NOTICE PERIOD; (iii) YOU HAVE PAID OOMA FOR ALL SERVICES PROVIDED TO YOU PRIOR TO THE DATE YOU PROVIDE NOTICE OF YOUR INTENT TO TERMINATE YOUR ACCOUNT; AND (iv) PRIOR TO THE EXPIRATION OF THE PORTING NOTICE PERIOD, OOMA HAS RECEIVED AN ADMINISTRATIVE FEE TO COVER ITS REASONABLE COSTS ASSOCIATED WITH PROCESSING THE PORT OUT IN AN AMOUNT SET FORTH AT <https://www.ooma.com/legal/rates/> PER TELEPHONE NUMBER. YOU HEREBY AUTHORIZE OOMA TO CHARGE YOUR CREDIT OR DEBIT CARD IN THE APPLICABLE AMOUNT FOR SUCH ADMINISTRATIVE FEE. THE PORTING PROCESS CAN BE LENGTHY; IF YOU WOULD LIKE TO MAINTAIN YOUR SERVICES DURING THE PORTING PROCESS, YOU MUST MAINTAIN YOUR ACCOUNT IN AN ACTIVE STATUS AND NOT TERMINATE YOUR ACCOUNT UNTIL THE PORTING OUT IS COMPLETE. REGARDLESS OF WHEN THE PORT OUT IS COMPLETE, YOU WILL CONTINUE TO BE RESPONSIBLE TO PAY ALL APPLICABLE ACCOUNT FEES WITH RESPECT TO THE TELEPHONE NUMBERS UNTIL YOU FORMALLY TERMINATE YOUR SERVICE. IF YOU FAIL TO SATISFY ANY OF THE FOREGOING

REQUIREMENTS, OOMA SHALL REMAIN THE CUSTOMER OF RECORD OF THE NUMBER(S) AND YOU ARE EXPRESSLY PROHIBITED FROM CAUSING OR ATTEMPTING TO CAUSE SUCH NUMBER(S) TO BE TRANSFERRED TO ANY OTHER SERVICE PROVIDER, TELEPHONE CARRIER OR ANY OTHER PERSON OR ENTITY. OOMA ALSO RETAINS THE RIGHT TO RECLAIM THE NUMBER(S) FROM YOU AFTER THE NUMBER(S) ARE PORTED OUT IN CONTRAVENTION WITH THESE REQUIREMENTS AND TO CHARGE YOUR CREDIT OR DEBIT CARD THE U.S. \$500 (OR THE EQUIVALENT IN LOCAL CURRENCY) IN LIQUIDATED DAMAGES SET FORTH ABOVE. YOU UNDERSTAND AND AGREE THAT EVEN IF YOU SATISFY THE REQUIREMENTS SET FORTH IN THIS SECTION, TECHNICAL OR PROCEDURAL DIFFICULTIES OR INTERRUPTIONS MAY OCCUR WHEN ATTEMPTING TO PORT OUT THESE NUMBERS (E.G. WHEN NO PORTING AGREEMENT EXISTS BETWEEN YOUR AND OUR TELEPHONE CARRIER OR FOR ANY OTHER REASON) AND SUCH DIFFICULTIES OR INTERRUPTIONS MAY PREVENT YOUR NEW CARRIER FROM PORTING THE NUMBERS. OOMA IS NOT RESPONSIBLE FOR SUCH TECHNICAL OR PROCEDURAL DIFFICULTIES OR INTERRUPTIONS AND YOU WILL RECEIVE NO REFUND OF YOUR ADMINISTRATIVE FEE.

(d) Responsibility for Charges and Reconfiguration of Telephone Line: You will be required to pay for all Service charges, taxes, and fees through the date of termination. You will also be required to pay any termination charges for a terminated Service, unless we terminate the Services pursuant to the last sentence of Section 13(b). You will be responsible for arranging with your local telephone service company for any reconfiguration of your local telephone service line and for paying any charges from your local telephone service company for such reconfiguration. If you terminate our Instant Second Line Service, you must remove the “call forward on busy” feature on your telephone service line or redirect the call forwarding to a different telephone number.

(e) Reactivation: If you wish to reactivate a terminated account, and we agree at our sole discretion to reactivate the account, you will be required to pay the reactivation fee as set forth on our website at <https://www.ooma.com/legal/rates/>.

14. Warranties

(a) Limited Equipment Warranty: We provide a limited warranty on the Equipment as to manufacturing defects for a period of ONE (1) year from the date of purchase or rental (the “Limited Warranty”). This Limited Warranty applies only to Equipment purchased or rented through our website or

through Resellers. This Limited Warranty does not apply to any defect or failure other than a manufacturing defect, and, without limiting the generality of the foregoing, does not apply to any defect caused by damage in transit, damage by a Reseller, damage from dropping, abuse, water damage, electrical or lightning, or from other types of customer handling. Your sole remedy for any breach of this limited warranty is to obtain a repaired or replacement item of Equipment. You must include with the returned Equipment a letter stating that you are returning the equipment for warranty repair or replacement and state the nature of the defect. If you received your Equipment from a Reseller, you may be instructed to return the Equipment to the Reseller. The capability to use the Equipment to make calls, as described and qualified herein, will continue with any Equipment obtained from us to replace the original Equipment under this warranty. This Limited Warranty does NOT cover cost of shipment. You must be registered with Ooma as the primary account holder of record to exercise rights under this paragraph.

(b) Option to extend Limited Equipment Warranty: During the first year of coverage for purchased Equipment, the customer has the option to extend the Limited Warranty for additional periods for a one-time charge, as more fully described on our website and incorporated by reference herein. Separate terms and conditions apply to that extended limited warranty.

(c) Requests for Replacement Equipment: To request replacement Equipment under the terms of this paragraph, the customer is required to call and speak with a member of Ooma Customer Support at 1-888-711-6662. The customer must provide a valid credit card (American Express, Discover, MasterCard, or Visa). Ooma will ship replacement Equipment along with a shipping label to return the damaged or broken Equipment. The customer is required to return the damaged or broken Equipment within fourteen (14) days of receipt of the replacement Equipment or the credit card on file will be charged. Should Ooma determine that the damaged or broken Equipment is not covered under the terms of this paragraph, the customer will have fourteen (14) days to return the replacement Equipment or the credit card on file will be charged for the full retail price of the replacement Equipment plus any associated taxes, shipping and handling fees. If you received your Equipment from a Reseller, you may be instructed to follow the Reseller's procedures for replacement Equipment.

(d) No Other Warranties: OTHER THAN THE LIMITED EQUIPMENT WARRANTY EXPRESSLY SET FORTH ABOVE, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, ON THE EQUIPMENT, USE OF THE EQUIPMENT, OR

ON ANY SERVICE. THIS DISCLAIMER OF WARRANTIES INCLUDES, BUT IS NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, WE DO NOT WARRANT THAT THE EQUIPMENT OR ANY SERVICES WILL BE FREE FROM FAILURE, DELAY, INTERRUPTION, ERROR, BREACH OF DATA OR NETWORK SECURITY, DEGRADATION OF VOICE QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION, OR THAT THE FIRMWARE OR SOFTWARE IS ERROR FREE. ANY STATEMENTS AND DESCRIPTIONS CONCERNING THE EQUIPMENT OR SERVICES BY OOMA OR ITS AGENTS OR REPRESENTATIVES ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF.

(e) No Warranties Against Occurrences: YOU UNDERSTAND AND AGREE THAT SOME OF THE EQUIPMENT AND SERVICES ARE NOTIFICATION, SIGNALING AND DETECTION EQUIPMENT AND SERVICES. THE EQUIPMENT AND SERVICES DO NOT ELIMINATE OCCURRENCES OF EVENTS, SUCH AS FIRES, FLOODS, BURGLARIES, ROBBERIES, AND MEDICAL ISSUES. FURTHER, YOU UNDERSTAND AND AGREE THAT THE EQUIPMENT AND SERVICES MAY NOT AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES, AND, THEREFORE, OOMA MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION (INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) THAT THE EQUIPMENT AND SERVICES WILL SO AVERT OR MINIMIZE SUCH OCCURRENCES OF EVENTS, OR THEIR CONSEQUENCES.

15. Limitations of Liability and Indemnification

(a) Direct Damages: YOU UNDERSTAND AND AGREE THAT OOMA IS NOT RESPONSIBLE, AND DISCLAIMS ALL LIABILITY FOR, RELATED TO, OR ARISING OUT OF, YOUR (I) FAILURE TO REGISTER THE EQUIPMENT, (II)

FAILURE TO ENTER IN THE CORRECT INFORMATION WHILE PROGRAMMING THE EQUIPMENT ONLINE, (III) FAILURE TO TEST THE FUNCTION AND RANGE OF THE EQUIPMENT AND THE SERVICES, (IV) FAILURE TO CHARGE THE EQUIPMENT, IF APPLICABLE, (V) FAILURE TO INSTALL, CONFIGURE, MAINTAIN OR OPERATE THE EQUIPMENT IN COMPLIANCE WITH APPLICABLE REGULATORY OR LEGAL REQUIREMENTS (INCLUDING BUT NOT LIMITED TO THOSE APPLICABLE TO FIRE PANELS), (VI) FAILURE TO PROVIDE BACKUP POWER, INTERNET OR ECELLULAR SERVICE, OR (VII) UNINTENDED USE OF THE EQUIPMENT OR SERVICES AS WE DETERMINE IN OUR SOLE DISCRETION. OOMA'S LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE EQUIPMENT AND THE SERVICE, INCLUDING ACTS OR OMISSIONS RELATED TO THE SERVICES OR 911 DIALING, SHALL BE LIMITED IN AMOUNT TO THE TOTAL OF OOMA'S CHARGES COLLECTED FROM YOU DURING THE ONE (1) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY AND SHALL BE FURTHER LIMITED TO RECOVERY OF ACTUAL DAMAGES TO REAL OR TANGIBLE PERSONAL PROPERTY OR BODILY INJURY OR DEATH, PROXIMATELY CAUSED BY OOMA'S INTENTIONAL MISCONDUCT OR RECKLESSNESS. OOMA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM FORCE MAJEURE EVENTS SUCH AS (BUT NOT LIMITED TO), ACTS OF NATURE, STRIKES, WAR, INVASION, INSURRECTION, HOSTILITIES (WHETHER OR NOT WAR IS DECLARED), RIOTS OR OTHER CIVIL UNREST, ACTS OR THREATS OF TERRORISM, NATURAL DISASTER, PANDEMIC, EPIDEMIC, QUARANTINE RESTRICTION OR STATE(S) OF EMERGENCY, ANY ACTION(S), ORDER, LAW, REGULATION OR RESTRICTION OF ANY GOVERNMENTAL OR REGULATORY BODY (INCLUDING, BUT NOT LIMITED TO, THE DENIAL OR CANCELLATION OF ANY NECESSARY LICENSE OR PERMIT, ACTIONS, EMBARGOES OR BLOCKADES), LOSS OF POWER TO YOU; INSTALLATION WORK PERFORMED BY YOU OR BY THIRD PARTIES, OR ANY ACT OR OMISSION BY YOU OR ANY PERSON USING THE EQUIPMENT OR SERVICES PROVIDED TO YOU; EQUIPMENT, NETWORK OR FACILITY FAILURE, SHORTAGE, UPGRADE, RELOCATION OR MODIFICATION; ANY ACT OR OMISSION OF ANY UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, OR OTHER THIRD PARTY, INCLUDING BLOCKING OF PORTS BY A HIGH-SPEED INTERNET SERVICE PROVIDER OR OTHER IMPEDIMENT TO USAGE OF THE EQUIPMENT OR SERVICES CAUSED BY ANY THIRD PARTY; OR ANY OTHER CAUSE THAT IS BEYOND OUR REASONABLE CONTROL.

(b) **Indirect, Consequential Damages:** OOMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, ASSIGNS, OR ANY OTHER SERVICE PROVIDER WHO FURNISHES SERVICES TO YOU OR US IN CONNECTION WITH THE SERVICE, SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY DAMAGES ARISING FROM OR IN CONNECTION WITH PERSONAL INJURY, WRONGFUL DEATH, PROPERTY DAMAGE, LOSS OF DATA, BREACH OF NETWORK OR DATA SECURITY, LOSS OF REVENUE OR PROFITS, UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, DATA FILES, CONTENT, PROGRAMS, PROCEDURES OR INFORMATION, OR THE USE OR INABILITY TO USE THE SERVICE OR ANY OF THE EQUIPMENT, INCLUDING INABILITY TO ACCESS EMERGENCY SERVICE PERSONNEL THROUGH THE 911 DIALING SERVICE, OR TO OBTAIN EMERGENCY HELP. THE LIMITATIONS SET FORTH HEREIN WILL SURVIVE AND APPLY IN ANY AND ALL CIRCUMSTANCES INCLUDING CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT, AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT WE WERE INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

(c) **Indemnifications:** In addition to the indemnification provisions above, you shall defend, indemnify, and hold harmless Ooma, its officers, directors, employees, affiliates, agents, assigns, and any other service provider who furnishes services to you or us in connection with the use of the Equipment and Services, from any and all claims, suits, actions, judgments, losses, damages (direct, indirect and consequential), fines, penalties, costs, and expenses (including, without limitation, attorney's fees) by or on behalf of you or any third party (other than your local telephone service company) relating to or arising out of:

- (i) The use of your Equipment and Services (including any unintended use of your Equipment and Services);
- (ii) Any violations of your obligations under this Agreement;

- (iii) The violation of applicable laws, regulations or the terms of this Agreement,
- (iv) The transmission of any messages, Content, images or other information,
- (v) Any claims for infringement of any intellectual property rights arising from or in connection with use of the Services, or
- (vi) Any harm to any person resulting in the personal injury or death of any person or in damage to or loss of any tangible or intangible property (including data).

16. Arbitration

READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM OOMA. In the event that Ooma is not able to resolve a dispute it has with you, any member of your household, or any of your guests or any user of your Equipment or Services arising out of or relating to use of the Equipment or Services after 60 days, we each agree to resolve any claim, dispute, or controversy (excluding any Ooma claims for injunctive or other equitable relief) arising out of or in connection with or relating to these Terms and Conditions, the Privacy Policy, the Ooma Mobile HD End User License Agreement (if applicable), including any future modifications of those agreements by Ooma, the charges for Equipment and Services, and other related materials found on our website, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by the Judicial Arbitration and Mediation Services ("JAMS") under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. If you are a consumer (as defined by JAMS), to the extent that this agreement to arbitrate conflicts with the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses Minimum Standards for Procedural Fairness (the "Minimum Standards"), the Minimum Standards in that regard will apply. The arbitration will be conducted in Santa Clara County, California, unless you and Ooma agree otherwise. Each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Ooma from seeking injunctive or other equitable relief from the courts as necessary to protect any of Ooma's proprietary interests. ALL

CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS TERMS OF SERVICE, YOU AND OOMA ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

17. Export Controls

You agree to comply fully with all relevant import and export laws, conventions, and regulations, including, but not limited to, the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security (the "U.S. Export Controls"). Without limiting the generality of the foregoing, you expressly agree that you shall not export, directly or indirectly, re-export, divert, distribute, transmit, or transfer any portion of the Equipment or Services or any direct product or technical data thereof to any destination, company, or person restricted or prohibited by U.S. Export Controls. You further represent and warrant that you (or if acting on behalf of a business, the business and its officers, directors and shareholders) are not listed on any Specially Designated Nationals or other denied parties list issued by any agency of the U.S. Government.

18. Copyright Infringement; Digital Millennium Copyright Act (DMCA) Notice

Materials may be made available via the use of the Equipment and Services by third parties not within our control. We are under no obligation to, and do not, review content posted, published, or broadcast through our Services for illegal or impermissible content. However, we respect the copyright interests of others. It is our policy not to permit materials known by us to infringe another party's copyright to be posted, published, or otherwise broadcast through our Services. If you believe any of the materials we knowingly post, publish, or broadcast regarding our Services and Equipment infringe a copyright, you should provide us with written notice that, at a minimum, contains: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted

works at a single online site are covered by a single notification, a representative list of such works at that site; (iii) identification of the material that is claimed to be infringing, or to be the subject of infringing activity, that is to be removed or disabled, and information reasonably sufficient to permit us to locate the material; (iv) information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (v) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. All DMCA notices should be sent to our designated agent as follows: Ooma Legal Department, 525 Almanor Ave., Suite 200, Sunnyvale, CA 94085.

19. TCPA Consent & Privacy

You expressly consent to be contacted by us, our agents, representatives, affiliates, third-party providers, or anyone contacting you on our behalf for any and all purposes arising out of or relating to your Services, at any telephone number, or physical or electronic address you provide. You agree we may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and emails, calls and messages delivered using an automatic emailing system, automatic telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text or email.

You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates, third-party providers, or anyone calling on our behalf at the specific number(s) you have provided to us, with information or questions about your Services. You certify, warrant and represent that the telephone numbers and physical and electronic addresses that you have provided to us are your correct contact information. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using or change a particular telephone number or physical or electronic address.

Your cellular or mobile telephone provider will charge you according to the type of plan you carry.

Ooma may provide third-party providers with information related to your account, including without limitation your name, phone number, physical and electronic address, rate plan information, and other customer proprietary network information ("CPNI") in order for such third-party providers to (i) provide certain of the Services to you, (ii) contact you with respect to the Services, including customer satisfaction surveys, (iii) investigate abuse, fraud, illegal activity, or program compliance, and (iv) alert you to offers from such third-party providers of additional services, products or offers. CPNI includes information that relates to the quantity, technical configuration, type, destination, location and amount of use of a telecommunications service. You affirmatively consent to and authorize this use of CPNI by Ooma and its third-party providers. You have the right to withhold authorization of this disclosure and use of your CPNI without affecting the provision of any service(s) to which you currently subscribe. Your CPNI authorization is effective until revoked. You may terminate CPNI authorization from Ooma at any time by contacting Ooma customer support and from AT&T by emailing g01886@att.com. You may opt out of marketing communications from AT&T as set forth in AT&T's privacy policy located at http://about.att.com/sites/privacy_policy.

Your agreement with this Section 19 is not a condition of doing business with Ooma. If you would like to opt-out of this provision, please contact Ooma at customeradvocate@ooma.com.

We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law. For example, we listen to and record calls for training and quality monitoring purposes.

20. Miscellaneous

(a) **Survival:** The provisions of this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall survive.

(b) **No Third Party Beneficiaries:** No provision of this Agreement provides any person or entity not a party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action, or creates any other third party beneficiary rights. For the purposes of clarity, Ooma's officers, directors, employees, affiliates, agents, assigns, service providers, and any of their respective

directors, officers, shareholders, members, employees, affiliates, agents and assigns, are intended to be and are considered third party beneficiaries of this Agreement.

(c) **Governing Law:** This Agreement and the relationship between you and us are governed by the laws of the state of California without regard to its conflict of law provisions. To the extent court action becomes necessary to enforce an arbitration award or for any other reason consistent with Section 16, such action shall only be brought in a federal or state court of competent jurisdiction located in Santa Clara County, or the related appellate courts and you shall submit to the personal and exclusive jurisdiction of the courts located within the state of California and waive any objection as to venue or inconvenient forum.

(d) **Copyrights, Service Marks, and Trademarks:** The Equipment and each of our Services and any firmware or software used to provide the Services or provided to you in conjunction with our Services, or embedded in the Equipment, and all Services, information, documents, and materials on our website are protected by trademark, copyright, or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively “Marks”) are and will at all times remain our exclusive property. Nothing in this Agreement grants you the right or license to use any of our Marks.

(e) **Entire Agreement:** Materials on our website which are not specifically referred to in these Terms and Conditions are not incorporated into this Agreement. This Agreement, the Privacy Policy and the Ooma Mobile HD End User License Agreement (if applicable), including any future modifications of those agreements by Ooma, and the charges for Equipment and Services, and other related materials found on our website constitute the entire Agreement between you and us and govern the use of the Equipment and Services by you, members of your household, and guests. This Agreement supersedes any prior agreement between you and us and any and all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. This Agreement expressly excludes any additional terms that you may present to Ooma at any time in any form, including without limitation terms and conditions of purchase or any other document issued by customer. Without limiting the generality of the foregoing, no additional terms contained on any customer website, in any “click-to-agree,” “shrink-wrapped” or similar purported agreement, in any

boilerplate terms printed on any purchase order or any other correspondence, will be valid. Any such additional, inconsistent and/or conflicting terms presented by customer (even if signed or otherwise accepted by Ooma) are expressly rejected by the parties, except to the extent such term expressly states that it amends this Agreement and refers to this Section 20(e) (Entire Agreement). The section titles in this Agreement are for convenience only and have no legal or contractual effect.

(f) **Severability & Interpretation** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement will remain valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import

(g) **No Waiver Rights:** Our failure to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

(h) **Assignment:** Ooma may assign this Agreement and any of its right or obligations hereunder at any time. You may not assign your rights or delegate any of your duties under this Agreement, and any attempted assignment or delegation without our consent will be void. This agreement will be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

(i) **Performance of Work:** Ooma may subcontract any work, obligations or other performance required of Ooma under this Agreement without your consent.

(j) **No Agency:** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship.

(k) **Notice:** Except as stated otherwise in this Agreement, when a notice is required from us to you, we may provide that notice by e-mail to the e-mail address provided by you when you established your account with us or as otherwise updated. You are responsible for keeping that e-mail address up to date. When you are required to give us notice, you must do so, except as stated otherwise herein, by sending your notice to: Ooma, Inc., c/o Billing

Department, 525 Almanor Ave., Suite 200, Sunnyvale, CA 94085, or via e-mail at customeradvocate@ooma.com.

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Your Proposal

PREPARED FOR:

Ron Carter
City of Holly Springs
3237 Holly Springs Pkwy, Holly Springs, GA 30115
ben.rotker@ooma.com

PREPARED BY:

Ben Rotker
Ooma Inc
525 Almanor Ave #200, Sunnyvale,
CA 94085



Corporate Overview

Ooma transforms sophisticated technology into elegant, simple communications. We create powerful connected experiences for businesses and consumers, all delivered through our smart, cloud-based software platform. Ooma's business and consumer phone service solutions are each ranked #1 by customers in third party surveys.

Ooma Enterprise provides businesses with a complete unified communications as a service (UCaaS) solution that can be customized to meet the individual needs of complex organizations. Ooma Enterprise enables organizations to enjoy high quality voice, advanced customer service tools, flexible pricing models, white glove deployments and 24x7x365 North American-based support.

Ooma AirDial is the all-in-one POTS replacement solution for life safety phone, alarm, building access and fax systems. Businesses can save up to 60% on monthly bills, keep using existing devices, remain compliant and get everything - hardware, data, and phone service – at a one low monthly rate with 24x7 support.

Ooma Hospitality solutions help hotels save money and modernize how they interact with guest and employees. From the booking experience to check in to check out, we help you deliver a differentiated guest experience that builds loyalty.

Ooma Direct Routing for Microsoft Teams helps businesses transform Microsoft Teams into a reliable, fully featured phone system. Users continue using all Microsoft Teams capabilities including enterprise-class audio and video calls, instant messaging, screen sharing and more.

About Ooma

Year Founded: 2004

Exchange/Trading Symbol:
NYSE: OOMA, IPO 2015

Headquarters: 525 Almanor Ave.,
Suite 200, Sunnyvale, CA 94085

Personnel: >1,000 (employees
and contractors)

Users: >2 Million

Ooma SIP Trunking delivers inbound and outbound calling with advanced voice capabilities for organizations using premises-based telephony equipment. Organizations benefit by gaining a sophisticated, highly customizable call routing engine with a central Public Switched Telephone Network (PSTN) gateway for domestic and international calling.

Ooma Connect delivers innovative fixed wireless internet to businesses, for both back-up and primary use. **Ooma Managed Wi-Fi** is a plug and play Wi-Fi solution. Configuration and control of the network is provided through a dedicated customer service team that does all the work for customers – including monitoring it on-demand to ensure consistent connectivity.

The Ooma Enterprise Network Difference

Multiple strategically located global data centers provide 99.999% availability, redundancy, security, and the shortest hop. Most UCaaS providers are limited to connecting via the public Internet or Multiprotocol Label Switching (MPLS). Ooma Enterprise supports both methods in addition to providing lower-cost, curated Internet that enhances connectivity and voice quality.

Open API Framework

The open Ooma Enterprise API framework enables businesses to seamlessly integrate third-party applications into unique business workflows to optimize productivity, efficiency and customer service.

All-Inclusive, Simple Pricing with No Surprises

Stop worrying about paying extra for employee and customer service capabilities needed to grow your business. Get an integrated cloud solution at a flexible, affordable monthly rate that works for your entire organization. All-inclusive seat-based pricing makes it easy to budget for today and tomorrow. All capabilities, service, support and feature enhancements are included in the subscription.

Customer-First Approach

Our proven multistep deployment process helps ensure success and speeds time to ROI. You'll be assigned an expert from our Customer Success team for a concierge implementation experience. Even better—the care doesn't end once Ooma Enterprise is up and running. You'll have 24x7x365 access to North American support with the best customer success team in the industry.

We promise to deliver the discovery, deployment, onboarding, and support experience that helps you achieve your employee and customer experience objectives.

Awards and Recognition

We are proud to be recognized for our innovation, service and leadership from industry analysts, influencers, partners and most importantly, from our customers. See some of our recent achievements below.



2023 Business Choice Award



Best Tech Brands for 2022



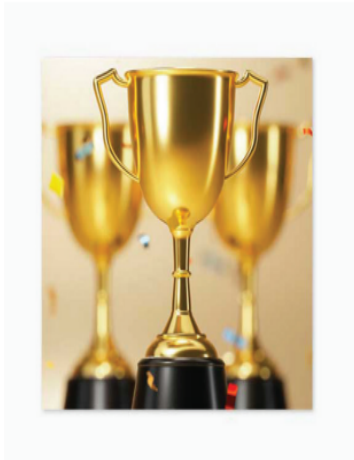
2022 TMC Internet Telephony Innovation Award



UC Awards 2022 for Best Endpoint Product



2022 Visionary Spotlight Award



2022 Power Partner Award

Visit the [Recognition and Awards](#) page on [ooma.com](#) for complete details.

Terms and Conditions

In addition to the installation, site preparation, and licensing requirements set forth in the Ooma Enterprise Terms and Conditions (<https://www.ooma.com/legal/enterprise-terms>), the following customer responsibilities and additional terms and conditions apply:

Customer Responsibilities:

- Customer is to allow on-site installation resources timely and unhindered access to each location's telephone and network rooms.
- Customer is to provide a safe working environment for field service installers.
- Customer is to provide properly grounded power, battery backup system(s) and inside wiring and network cable drops to support Ooma equipment and services.
- Customer is to provide an escort during a prearranged time where applicable, to allow the installation team to enter rooms and any other restricted areas to install and troubleshoot infrastructure.
- Customer is to supply an external routable IP address(es), when applicable, for voice router and system remote access to Ooma on-site equipment when Ooma services rely on Customer internet.
- Customer is to anchor and secure freestanding racks for equipment per local code, if required.
- Customer is to secure any permits for work at its expense before the installation date, if required.
- Customer is responsible for removal and disposal of any existing equipment.

Additional Terms and Conditions:

Any on-site installation cost quoted herein is a 'base rate' that includes 1 installer-technician and covers up to the stated number of hours of labor on a per job and job location basis. As needed, each additional hour on site will be billed by Ooma at \$150 per hour per installer-technician in 30-minute increments rounded up to the next 30-minute mark.

Any on-site installation that cannot commence due to no access, customer not ready or customer environment not ready to support the visit will be billed by Ooma a minimum of 2 hours at \$150 per hour per installer-technician in 30-minute increments rounded up to the next 30-minute mark.

If Ooma dispatches a technician, or dispatch is cancelled with less than 24 hours' notice, and Ooma is unable to install the AirDial device or there are no lines at the customer site that are available to convert to AirDial (e.g. fire/elevator/alarm panel(s) already converted to cellular solution), customer will be charged the full dispatch fee of \$375 which includes up to 3 hours of tech on-site.

Return trips to a job location for continued installation or repair will be billed by Ooma for a minimum of 2 hours at \$150 per hour per installer-technician in 30-minute increments rounded up to the next 30-minute mark.

Installation work does not include any inside wiring or cabling beyond 15 feet in length total; any additional wiring or cabling required to complete the job will be billed by Ooma at \$150 per hour per installer-technician in 30-minute increments rounded up to the next 30-minute mark.

For time accounting purposes the official arrival time for each installer-technician is documented upon arrival to the customer premises ready to work. The official departure time is documented when the operations team releases the installer-technician.

Proposal assumes customer has installed -or- has existing wiring and cabling properly terminated, tested, labeled.

New construction requires customer to have inside wiring including Cat5/6 and fiber optic cabling to be properly terminated, tested, and labeled before the installation date.

All work to be performed during normal business hours Monday through Friday unless otherwise agreed in writing.

Installation includes a single trip unless otherwise agreed in writing.

Any extensive travel costs to support the installation including airfare, rental cars, lodging and meals will be billed to the customer by Ooma as a passthrough expense.

All materials consumed as part of the installation including but not limited to cabling, cords, termination jacks, blocks and plug modules will be billed to the customer by Ooma at Ooma designated rates.

Union labor costs, where applicable is not included as part of the installation.

Ground freight is assumed in the proposal unless the customer agrees in writing to expedited freight charges.

Shipping costs will be billed by Ooma as a passthrough expense.

Professional Installs: Purchased hardware bills day of shipment, services bill on install date.

Self-Installs: Purchased hardware and services will bill 2 weeks (14 days) from shipment.



Ooma Inc
525 Almanor Avenue, Suite
200
Sunnyvale, CA 94085

Ron Carter
City of Holly Springs

Quote Summary

Account Number	R232-0030658
Quote Number	22810
Quote Date	02/24/2025
Quote Expiry On	02/28/2025
Service Term [Month]	36

Billing Address: 3237 Holly Springs Pkwy
Holly Springs
GA
30115
USA

Thank you for your interest in cloud VoIP Services from Ooma Enterprise! We're thrilled to provide you this proposal.

Please note: Additional taxes and fees may apply. Shipping and handling charges are extra. Any out-of-scope installation work or day-of-installation delay is subject to additional fees.

<https://www.ooma.com/enterprise-communications/>

Monthly Recurring Charges

Item Description	Unit Price	Quantity	Amount
Ooma AirDial Service (Per Line)	\$34.95	7	\$244.65
			\$244.65

Non-Recurring Charges

Item Description	Unit Price	Quantity	Amount
Hardware: Ooma AirDial	\$479.00	2	\$958.00
Set Up: AirDial Setup Fee (Per Line)	\$20.00	7	\$140.00
Fee: AirDial Self Installation	\$0.00	1	\$0.00
			\$1,098.00

Regulatory Taxes & Surcharges for Monthly Recurring Charges

Description	Amount
FEE: REGULATORY RECOVERY FEE (RRF) - AirDial	\$12.67
CHEROKEE CO. 911 SURCHARGE	\$10.50
FEE: E911 SERVICE FEE - AirDial	\$7.00
FEE: LOCAL INTERCONNECT RECOVERY FEE (LIRF) - AirDial	\$25.69
	\$55.86

Regulatory Taxes & Surcharges for Non-Recurring Charges

Description	Amount
COUNTY EDUCATION/SPECIAL	\$21.96
STATE SALES TAX	\$43.92

	\$65.88
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Comment:

Customer Use Only:

All vendor onboarding requirements, including any insurance requirements, must be approved by Ooma before this Order Form is signed. Ooma does not accept requests for additional insureds, primary and non-contributory, or waiver of subrogation endorsements. Unless specifically noted on this Order Form, Ooma will not be bound by any additional terms or requirements imposed by Customer and Customer cannot assert any additional terms or requirements as a basis for terminating this Order Form.

By signing below, Customer agrees that, upon acceptance by Ooma, this Quote shall become a binding purchase order subject to the terms of the Ooma Enterprise Terms and Conditions at <https://www.ooma.com/legal/enterprise-terms/> (the "Terms"). This Quote, the Terms, any lease agreement, and any attachments and/or addendums thereto represent the entire agreement of the parties hereto (the "Agreement"). In the event of a conflict or inconsistency between this Quote, and any previous quote or the Terms, the terms of this Quote shall prevail. Pricing for the order is confidential and shall not be disclosed by Customer. Capitalized terms used but not defined herein shall have the respective meanings set forth in the Terms. This is not an invoice. The person whose signature appears below represents and warrants that they are duly authorized to sign this purchase commitment.

Ooma reserves the right to charge \$375 per customer location for a failed install and truck roll associated with a location that has already been converted to a digital solution and/or cannot be converted due to no fault of Ooma's.

Title : _____

Print Name : _____

Authorized Signature : _____ Date : _____

Company Use Only:

Authorized Signature : _____ Date : _____

Subject: Sole Source Justification for Ooma AirDial®

I am writing to provide a detailed justification for why Ooma AirDial needs to be considered for sole source procurement. After a thorough evaluation and analysis, it is evident that Ooma AirDial uniquely meets your specific requirements in ways that no other solution can. Below are the key reasons supporting this determination.

Ooma AirDial enables organizations to save money and keep using critical alarm, safety, building access, and fax devices by migrating from copper-based phone lines to an intelligent all-in-one solution that runs on a hassle-free dedicated wireless network.

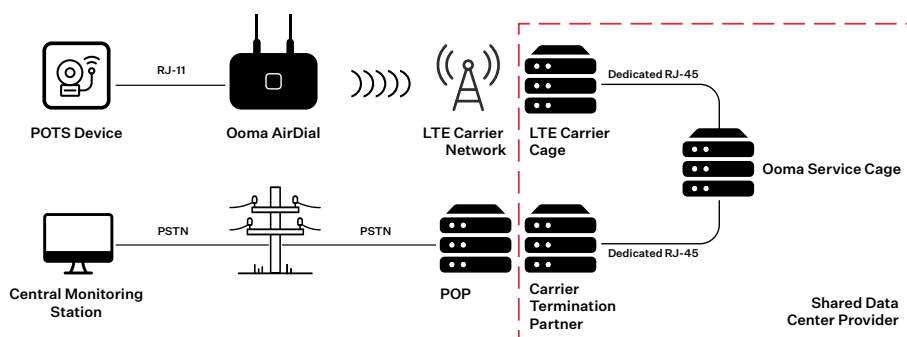
Ooma AirDial is ideal for:

- Security Alarm Panels
- Fire Alarm Panels
- Elevator Phones
- Public Safety Phones
- Building Entry Phones
- Essential Phone Lines
- Fax Machines
- POTS Backup to Premises-based Systems

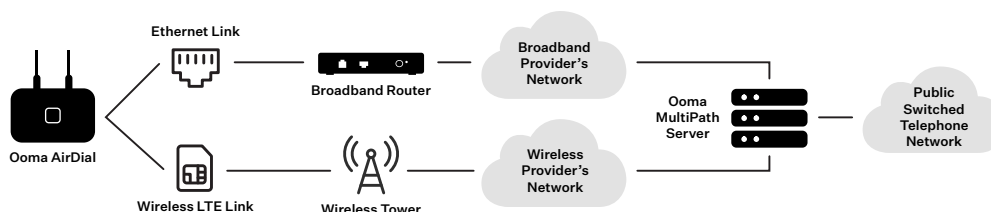
Resolve all POTS challenges with Ooma – hardware, data, and phone service for a fixed monthly rate.

Ooma is the only provider that combines all critical success elements:

- Ooma AirDial is built with the applicable compliance guidelines of UL, NFPA 72, ASME A17.1B and UN 38.3 in mind.
- Ooma manufactures the AirDial hardware using a supply chain that has produced millions of devices.
- Ooma's cloud-based platform and network infrastructure supports over 2.5M users.
- Dual SIM capabilities support T-Mobile, AT&T, Verizon and UScellular.
- Patented MultiPath technology provides failover protection by sending all voice traffic over both the LTE and wired Ethernet links simultaneously so no calls are dropped.
- All internet traffic is secure and fully encrypted across telemetry and voice.
- Emulate POTS lines; we do not interpret what is happening within POTS lines.
- Ooma remotely manages hardware, software, and system.
- Deploy yourself; or receive end-to-end project management from assessment to installation and support.
- Monitor and manage all locations and devices using web-based management portal.
- Email and text alert notifications for device, battery, and service status.
- Modular battery backup protection for more than 24 hours in the event of power outages.
- Ooma helps customers determine optimum coverage across all locations to define the appropriate solution.
- Reduce billing complexity by delivering easy-to-understand monthly invoices from single solution provider.
- Enjoy easy access to 24x7x365 North American-based support.



Ooma AirDial - Patented MultiPath Connection Diagram



Based on these compelling reasons, we believe Ooma AirDial is the only solution capable of fully meeting your specific requirements.

Please let us know if additional information or further steps are necessary to facilitate this request. We appreciate your attention to this matter and look forward to your favorable response.



FINANCIAL HIGHLIGHTS
As of January 31, 2025



Budget Summary
8% of year lapsed

	2024 Year End (audited)	2025 Budget	2025 Year to Date	% Annual Budget
REVENUES BY FUND				
General Fund	17,435,276	16,500,000	1,050,740	6.37%
American Rescue Plan (ARP) Act of 2021	3,750,580	1,920,000	5,715	0.30%
Operating Grant Fund	136,908	70,000	14,962	21.37%
Parks & Recreation Fund	2,363,840	470,250	51,285	10.91%
Tax Allocation District	384,548	654,475	43,681	6.67%
Hotel/Motel Tax Fund	5,460	6,000	486	8.09%
SPLOST III Fund	22,150	-	-	0.00%
SPLOST V Fund	6,707,585	-	-	0.00%
SPLOST VI Fund	-	7,500,000	489,604	6.53%
Town Center Fund	6,451,025	8,000,000	282,733	3.53%
Urban Redevelopment Agency	20,902,565	7,500,000	28,982	0.39%
Debt Service Fund	3,385,509	3,789,395	179,368	4.73%
Stormwater Utility Fund	1,878,911	610,000	15,060	2.47%
TOTAL REVENUES - ALL FUNDS	\$ 63,424,357	\$ 47,020,120	\$ 2,162,615	4.60%

EXPENDITURES/EXPENSES BY FUND				
General Fund	15,216,644	16,500,000	1,016,258	6.16%
American Rescue Plan (ARP) Act of 2021	3,753,051	1,920,000	-	0.00%
Operating Grant Fund	136,672	70,000	7,611	10.87%
Parks & Recreation Fund	2,587,800	470,250	17,327	3.68%
Tax Allocation District	96,130	654,475	-	0.00%
Hotel/Motel Tax Fund	8,435	6,000	-	0.00%
SPLOST III Fund	41,530	-	-	0.00%
SPLOST V Fund	5,511,290	-	-	0.00%
SPLOST VI Fund	-	7,500,000	31,520	0.42%
Town Center Fund	6,754,049	8,000,000	29,500	0.37%
Urban Redevelopment Agency	6,436,309	7,500,000	282,733	3.77%
Debt Service Fund	1,545,007	3,789,395	501,134	13.22%
Stormwater Utility Fund	275,799	610,000	261	0.04%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 42,362,717	\$ 47,020,120	\$ 1,886,345	4.01%



Comparison to Prior Year
8% of year lapsed

	01/31/2024 Actual (unaudited)	2024 Budget	% of Annual Amended Budget	01/31/2025 Actual	2025 Budget	% of Annual Budget
REVENUES BY FUND						
General Fund	766,514	13,975,000	5.48%	1,050,740	16,500,000	6.37%
American Rescue Plan (ARP) Act of 2021	8,406	2,000,000	0.42%	5,715	1,920,000	0.30%
Operating Grant Fund	7,927	75,000	10.57%	14,962	70,000	21.37%
Parks & Recreation Fund	44,464	875,000	5.08%	51,285	470,250	10.91%
Tax Allocation District	42,771	446,112	9.59%	43,681	654,475	6.67%
Hotel/Motel Tax Fund	457	6,000	7.61%	486	6,000	8.09%
SPLOST III Fund	-	-	0.00%	-	-	0.00%
SPLOST V Fund	715,837	7,685,000	9.31%	-	-	0.00%
SPLOST VI Fund	-	2,600,000	0.00%	489,604	7,500,000	6.53%
Town Center Fund	109,012	15,300,000	0.71%	282,733	8,000,000	3.53%
Urban Redevelopment Agency	61,758	15,000,000	0.41%	28,982	7,500,000	0.39%
Debt Service Fund	-	3,850,000	0.00%	179,368	3,789,395	4.73%
Stormwater Utility Fund	8,139	610,000	1.33%	15,060	610,000	2.47%
TOTAL REVENUES - ALL FUNDS	\$ 1,765,284	\$ 62,422,112	2.83%	\$ 2,162,615	\$ 47,020,120	4.60%
EXPENDITURES/EXPENSES BY FUND						
General Fund	805,525	13,975,000	5.76%	1,016,258	16,500,000	6.16%
American Rescue Plan (ARP) Act of 2021	3,210	2,000,000	0.16%	-	1,920,000	0.00%
Operating Grant Fund	6,668	75,000	8.89%	7,611	70,000	10.87%
Parks & Recreation Fund	110,333	875,000	12.61%	17,327	470,250	3.68%
Tax Allocation District	-	446,112	0.00%	-	654,475	0.00%
Hotel/Motel Tax Fund	-	6,000	0.00%	-	6,000	0.00%
SPLOST V Fund	440,751	7,685,000	5.74%	-	-	0.00%
SPLOST VI Fund	-	2,600,000	0.00%	31,520	7,500,000	0.42%
Town Center Fund	1,105,737	15,300,000	7.23%	29,500	8,000,000	0.37%
Urban Redevelopment Agency	109,012	15,000,000	0.73%	282,733	7,500,000	3.77%
Debt Service Fund	509,960	3,850,000	13.25%	501,134	3,789,395	13.22%
Stormwater Utility Fund	9,706	610,000	1.59%	261	610,000	0.04%
TOTAL EXPENDITURES/ EXPENSES - ALL FUNDS	\$ 3,100,901	\$ 62,422,112	4.97%	\$ 1,886,345	\$ 47,020,120	4.01%

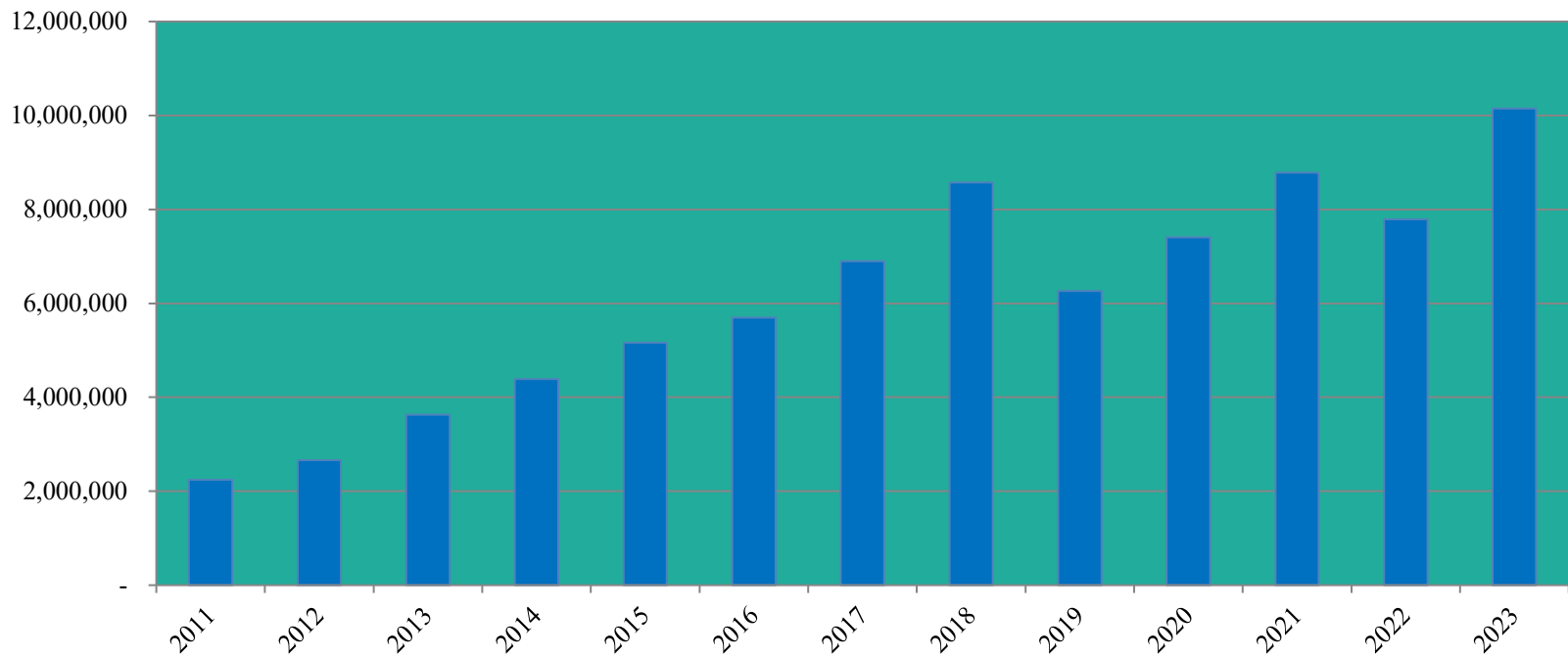


**Changes in Fund Balance/Net Position
As of January 31, 2025**

Fund				Unaudited	
	Balance as of 1/1/2024 (unaudited)	Revenues	Expenditures/ Expenses	Balance as of 1/31/2025	Net Increase/ (Decrease)
General Fund	10,152,420	1,050,740	1,016,258	10,186,902	34,482
American Rescue Plan (ARP) Act of 2021	-	5,715	-	5,715	5,715
Operating Grant Fund	37,373	14,962	7,611	44,724	7,351
Parks & Recreation Fund	755,682	51,285	17,327	789,639	33,958
Tax Allocation District	567,979	43,681	-	611,660	43,681
Hotel/ Motel Tax Fund	6,376	486	-	6,862	486
SPLOST VI Fund	-	489,604	31,520	458,084	458,084
Town Center Fund	(662,117)	282,733	29,500	(408,884)	253,233
Urban Redevelopment Agency	14,466,257	28,982	282,733	14,212,505	(253,752)
Debt Service Fund	1,843,815	179,368	501,134	1,522,049	(321,766)
Stormwater Utility Fund	8,291,664	15,060	261	8,306,463	14,799
	\$ 35,459,448	\$ 2,162,615	\$ 1,886,345	\$ 35,735,719	\$ 276,271

General Fund - History of Fund Balance

GENERAL FUND FUND BALANCE

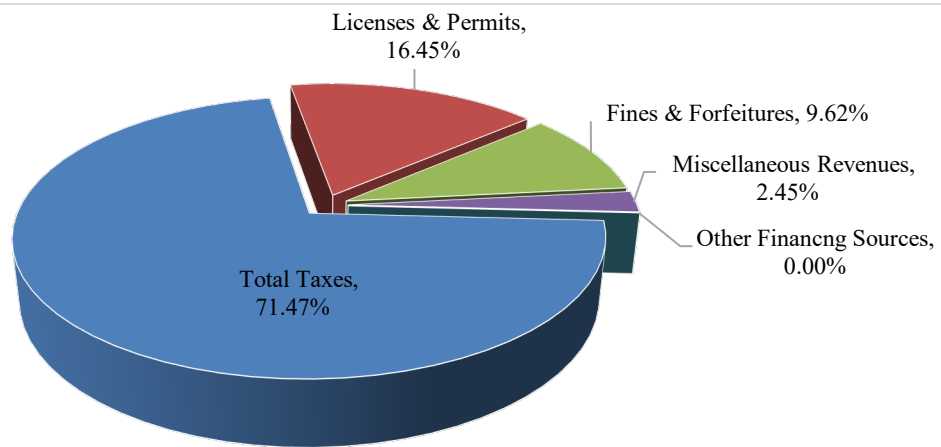




Budget Comparison Report - General Fund
8% of year lapsed

REVENUES	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Property Taxes	116,927	8,290,991	170,833	2.06%
Motor Vehicle Taxes	1,579	25,000	1,579	6.32%
Motor Vehicle Title Ad Valorem Tax	78,730	850,000	78,730	9.26%
Mobile Home Tax	-	75	-	0.00%
Recording Intangible Taxes	4,865	65,000	4,865	7.49%
Penalties & Interest	2,382	10,000	2,382	23.82%
Fifa Fees	75	2,000	75	3.75%
Franchise Tax	366,896	625,000	396,363	63.42%
Railroad Equipment Car Tax	-	650	-	0.00%
Real Estate Transfer Tax	1,969	10,000	1,969	19.69%
Business & Occupation Tax	94,157	150,000	94,157	62.77%
Financial Institutions Tax	-	4,000	-	0.00%
Insurance Premium Tax	-	1,500,000	-	0.00%
Total Taxes	750,953	11,992,716	750,953	6.26%
Licenses & Permits	172,871	595,525	172,871	29.03%
Fines & Forfeitures	101,122	738,425	101,122	13.69%
Miscellaneous Revenues	2,923	117,284	2,923	2.49%
Interest Income	22,871	150,250	22,871	15.22%
Proceeds from the Sale of Assets	-	50,000	-	0.00%
Inception of Lease Liability	-	400,000	-	0.00%
Donation from Private Sources	-	250	-	0.00%
Fund Balance	-	2,455,550	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 1,050,740	\$ 16,500,000	\$ 1,050,740	6.37%

Revenues by Source

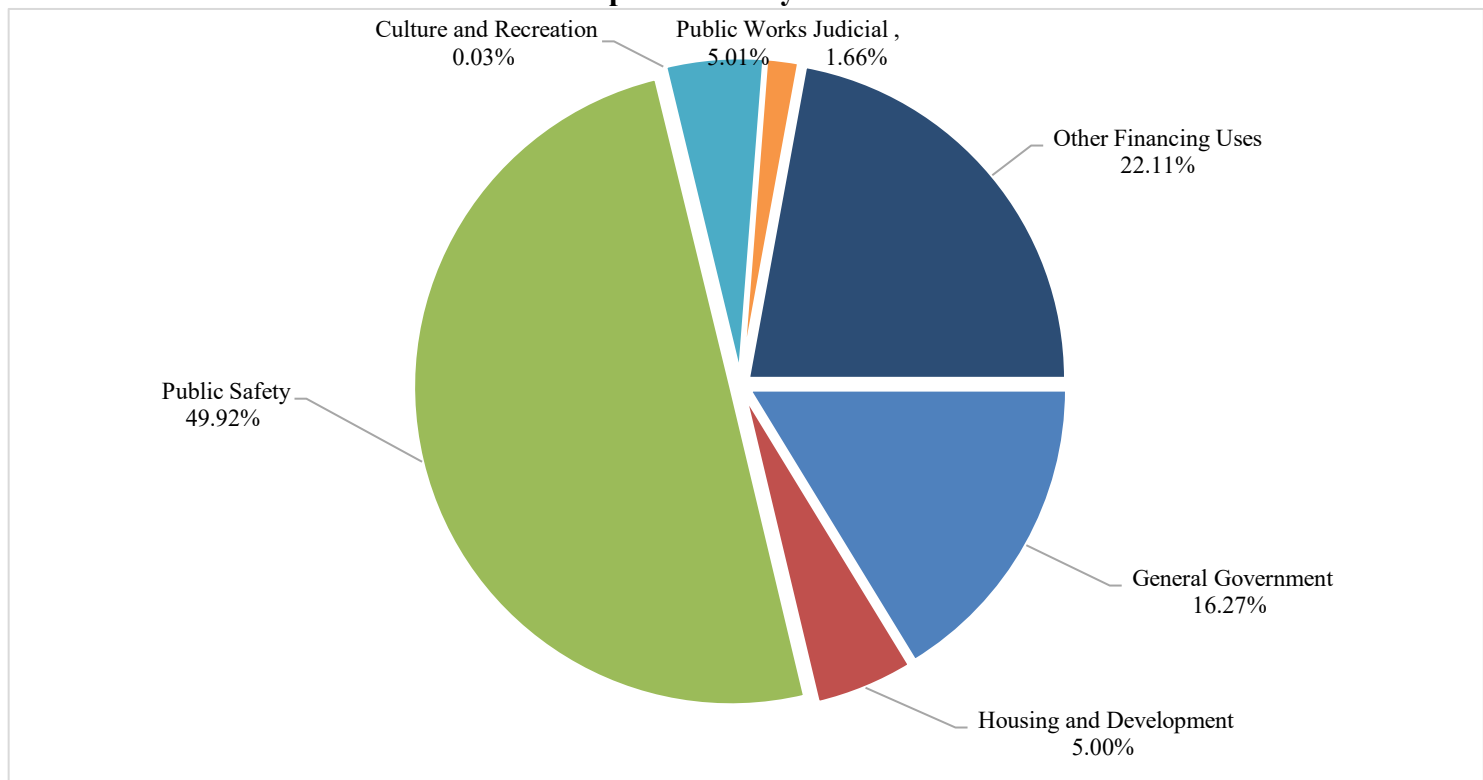




Budget Comparison Report - General Fund
8% of year lapsed

EXPENDITURES	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
General Government	165,377	2,621,631	165,377	6.31%
Housing and Development	50,782	671,081	50,782	7.57%
Public Safety	507,352	8,656,881	507,352	5.86%
Culture and Recreation	313	44,000	313	0.71%
Public Works	50,876	701,189	50,876	7.26%
Judicial	16,838	594,050	16,838	2.83%
Other Financing Uses	224,719	3,211,167	224,719	7.00%
TOTAL GENERAL FUND EXPENDITURES	\$ 1,016,258	\$ 16,500,000	\$ 1,016,258	6.16%

Expenditures by Function





Budget Comparison Report - All Funds
8% of year lapsed

Unaudited

	2024 Year End Actuals	2025 Budget	Year to Date	% 2024 Annual Budget
<u>GENERAL FUND</u>				
Revenues:	17,435,276	16,500,000	1,050,740	6.37%
Expenditures:	15,216,644	16,500,000	1,016,258	6.16%
Excess Revenues over (under) Expenditures	2,218,631	-	34,482	
<u>AMERICAN RESCUE PLAN (ARP) ACT OF 2021</u>				
Revenues:	3,750,580	1,920,000	5,715	0.30%
Expenditures:	3,753,051	1,920,000	-	0.00%
Excess Revenues over (under) Expenditures	(2,471)	-	5,715	
<u>OPERATING GRANT FUND</u>				
Revenues:	136,908	70,000	14,962	21.37%
Expenditures:	136,672	70,000	7,611	10.87%
Excess Revenues over (under) Expenditures	236	-	7,351	
<u>PARKS & RECREATION FUND</u>				
Revenues:	2,363,840	470,250	51,285	10.91%
Expenditures:	2,587,800	470,250	17,327	3.68%
Excess Revenues over (under) Expenditures	(223,960)	-	33,958	
<u>TAX ALLOCATION DISTRICT</u>				
Revenues:	384,548	654,475	43,681	6.67%
Expenditures:	96,130	654,475	-	0.00%
Excess Revenues over (under) Expenditures	288,418	-	43,681	



Budget Comparison Report - All Funds
8% of year lapsed

Unaudited

	2024 Year End Actuals	2025 Budget	Year to Date	% 2024 Annual Budget
<u>HOTEL/MOTEL TAX FUND</u>				
Revenues:	5,460	6,000	486	8.09%
Expenditures:	8,435	6,000	-	0.00%
Excess Revenues over (under) Expenditures	(2,975)	-	486	
<u>URBAN REDEVELOPMENT AGENCY</u>				
Revenues:	20,902,565	7,500,000	28,982	0.39%
Expenditures:	6,436,309	7,500,000	282,733	3.77%
Excess Revenues over (under) Expenditures	14,466,257	-	(253,752)	
<u>SPLOST VI FUND</u>				
Revenues:	-	7,500,000	489,604	6.53%
Expenditures:	-	7,500,000	31,520	0.42%
Excess Revenues over (under) Expenditures	-	-	458,084	
<u>TOWN CENTER FUND</u>				
Revenues:	6,451,025	8,000,000	282,733	3.53%
Expenditures:	6,754,049	8,000,000	29,500	0.37%
Excess Revenues over (under) Expenditures	(303,025)	-	253,233	
<u>DEBT SERVICE FUND</u>				
Revenues:	3,385,509	3,789,395	179,368	4.73%
Expenditures:	1,545,007	3,789,395	501,134	13.22%
Excess Revenues over (under) Expenditures	1,840,501	-	(321,766)	
<u>STORMWATER UTILITY FUND</u>				
Revenues:	1,878,911	610,000	15,060	2.47%
Expenses:	275,799	610,000	261	0.04%
Excess Revenues over (under) Expenses	1,603,111	-	14,799	



Investments
As of January 31, 2025

South State Bank

Downtown Development Authority - CD 4.75% 100,169

Subtotal South State Bank \$ 100,169

Goldman Sachs Autocallable GS Momentum Builder	228,275
Certificate of Deposit - CD 4.05% Maturity Date - 4/19/2025	329,420
Certificate of Deposit - CD 4.05% Maturity Date - 4/25/2025	272,571
Certificate of Deposit - CD 4.05% Maturity Date - 4/22/2025	547,356
Certificate of Deposit - CD 4.05% Maturity Date - 4/22/2025	550,444
Certificate of Deposit - CD 4.05% Maturity Date - 4/22/2025	269,172
Certificate of Deposit - CD 4.05% Maturity Date - 4/25/2025	271,393
Certificate of Deposit - CD 4.05% Maturity Date - 4/25/2025	81,545
Certificate of Deposit - CD 4.15% Maturity Date - 04/25/2025	1,064,545
Certificate of Deposit - CD 4.15% Maturity Date - 5/5/2025	604,063

Subtotal South State Investment Services \$ 4,218,785

Total Investments \$ 4,318,954



Cash
As of January 31, 2025

South State Bank

General Fund	1,861,571
Municipal Court Fund	97,607
Police Forfeiture Account	1,806
Police Seized Asset Account	26
Money Market Account	7,351,789
Main Street Board	61,731
Tree Replacement Fund	45,057
American Rescue Plan (ARP) Act of 2021	1,944,976
Operating Grant Fund	37,372
Parks & Recreation Fund	249,074
Tax Allocation District (TAD)	656,179
Hotel Motel Tax Fund	6,512
SPLOST VI	70,979
Town Center Fund	390,114
Debt Service Fund	43,280
Downtown Development Authority - Checking	5,077
Stormwater Utility Fund	456,827

Subtotal South State Bank	\$ 13,279,977
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South State Investment Services

Budget Stabilization Cash Account	91
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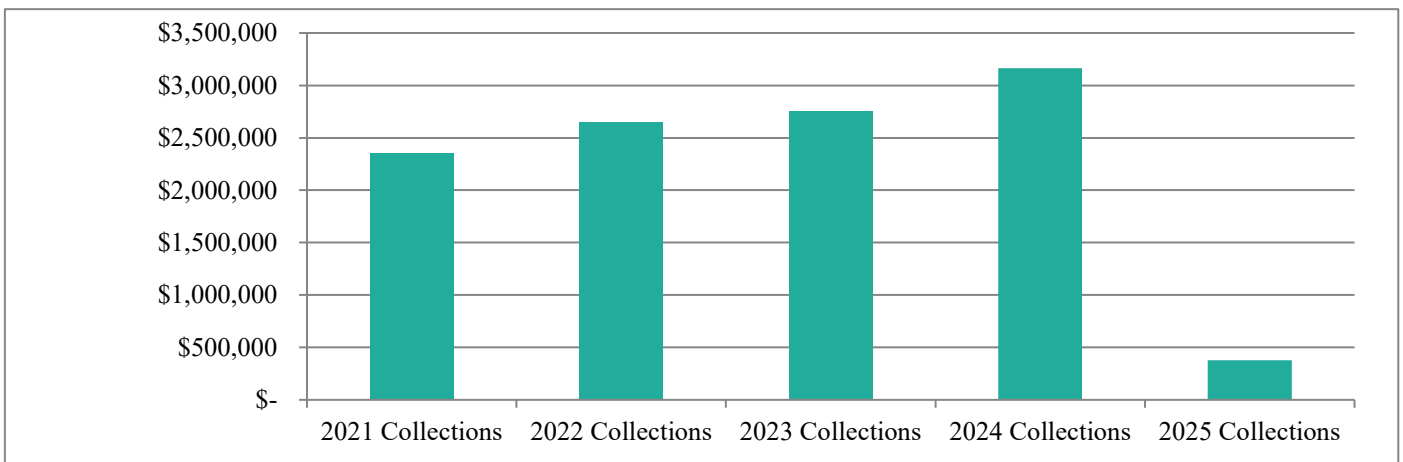
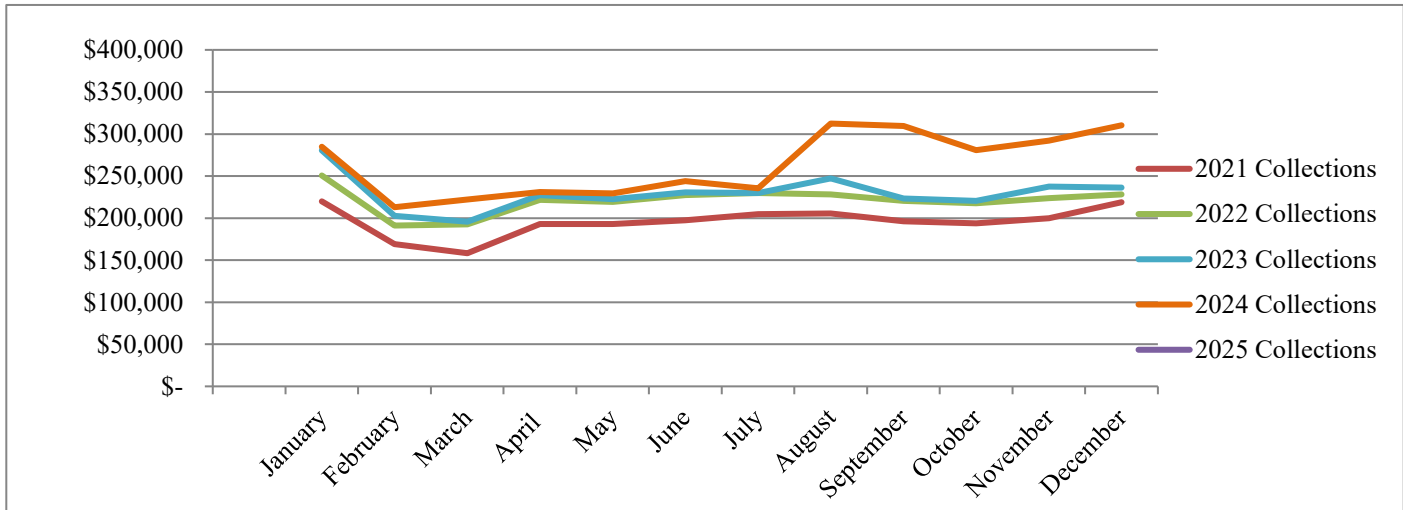
Subtotal South State Investment Services	\$ 91
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Total Cash	\$ 13,280,067
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Special Purpose Local Option Sales Tax Collections
As of January 31, 2025

						% Change from Prior Year
	2021 Collections	2022 Collections	2023 Collections	2024 Collections	2025 Collections	
January	\$ 219,927	\$ 250,695	\$ 280,583	\$ 284,961	\$ 376,756	32.21%
February	169,237	191,168	202,766	212,973		
March	158,258	192,686	195,742	222,279		
April	193,138	221,796	227,217	230,875		
May	193,137	219,102	222,579	229,480		
June	197,249	227,296	230,478	243,921		
July	204,832	229,938	229,808	235,599		
August	205,351	228,172	247,254	312,409		
September	196,323	220,495	223,389	309,613		
October	193,776	217,820	220,673	280,899		
November	199,817	223,696	237,509	292,072		
December	218,887	228,006	236,436	310,513		
	\$ 2,349,931	\$ 2,650,872	\$ 2,754,435	\$ 3,165,593	\$ 376,756	





Downtown Development Authority
As of January 1, 2025

	January 2025		YTD	% of Annual
	Transactions	2025 Budget	Transactions	Budget
Revenues				
Interest Revenue	0.34	-	0.34	100%
Miscellaneous Revenue	-	6,500	-	0.00%
Proceeds from Sale of Property	-	500,000	-	0.00%
TOTAL REVENUES	\$ 0	\$506,500	\$ 0	0.00%
Expenditures				
Dues & Fees	-	500	-	0.00%
Training	-	250	-	0.00%
DDA Meetings	-	3,000	-	0.00%
Other Expenditures	-	250	-	0.00%
Sponsorships	-	2,500	-	0.00%
Transfers to Primary Government	-	500,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 506,500	\$ -	0.00%



GENERAL FUND REVENUE DETAIL

As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Real Property Tax	116,927	8,290,991	116,927	1.41%
Real Property Tax - Public Utility	29,066	40,000	29,066	72.66%
Personal Property Tax	24,840	125,000	24,840	19.87%
Motor Vehicle Tax	1,579	25,000	1,579	6.32%
Motor Vehicle Title Ad Valorem Tax	78,730	850,000	78,730	9.26%
Apportioned Vehicles (AAVT)	-	4,500	-	0.00%
Mobile Home Tax	-	75	-	0.00%
Intangible Tax	4,865	65,000	4,865	7.49%
Railroad Equipment Car Tax	-	650	-	0.00%
Real Estate Transfer Tax	1,969	10,000	1,969	19.69%
Franchise Tax - Electric	366,896	625,000	366,896	58.70%
Franchise Tax - Gas	-	110,000	-	0.00%
Franchise Tax - Cable	28,370	175,000	28,370	16.21%
Franchise Tax - Telephone	1,097	5,500	1,097	19.95%
Business & Occupational Tax	94,157	150,000	94,157	62.77%
Insurance Premium Tax	-	1,500,000	-	0.00%
Financial Institutions Tax	-	4,000	-	0.00%
Penalties & Interest	2,382	10,000	2,382	23.82%
FiFa Fees	75	2,000	75	3.75%
Total Taxes	750,953	11,992,716	750,953	6.26%
Alcoholic Beverage Licenses	500	75,000	500	0.67%
Alcohol Pouring Permit	395	5,000	395	7.90%
Zoning and Land Use Permits	847	10,000	847	8.47%
Planning and Development Fees	-	5,000	-	0.00%
Sign Permit Fees	60	1,500	60	4.00%
Special Event Permits	-	250	-	0.00%
Vacant Lot Registration	-	25	-	0.00%
Personal Transportation Veh Permit	-	50	-	0.00%
Other Licenses and Permits	25	2,500	25	1.00%
Building Permit Revenue	113,743	350,000	113,743	32.50%
Certificate of Occupancy Fees	1,500	50,000	1,500	3.00%
Building Permit - Reinspection Fees	150	5,000	150	3.00%
Building Permit-Sub Fee	1,967	30,000	1,967	6.56%
Occupational Tax Late Fees	59	1,200	59	4.89%
Plan Review Fees	53,626	60,000	53,626	89.38%
Total Licenses and Permits	172,871	595,525	172,871	29.03%
Municipal Court Fines	101,122	700,000	101,122	14.45%
Cash confiscations-Forfeitures	-	150	-	0.00%
Proceeds From Sale of Confiscations	-	500	-	0.00%
Court Costs	-	2,500	-	0.00%
Drug Testing Fees	-	-	-	100%
Expungements	-	25	-	0.00%
Tree Recompense Revenue	-	5,000	-	0.00%
Other Fines & Forfeitures-Code	-	30,000	-	0.00%
Other Forfeitures	-	250	-	0.00%
Total Fines and Forfeitures	101,122	738,425	101,122	13.69%



GENERAL FUND REVENUE DETAIL

As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Grant Revenue	-	500	-	0.00%
Probation Fees	2,191	30,000	2,191	7.30%
Election and Qualifying Fees	-	-	-	100%
Printing and Duplicating Service Fees	329	250	329	131.58%
Advertising Fees	-	750	-	0.00%
Accident/Incident Reports	240	2,000	240	12.00%
Wrecker Service Contract	-	20,000	-	0.00%
Background Checks	150	1,000	150	15.00%
Bad Check Fees	-	50	-	0.00%
Miscellaneous Revenue	13	47,734	13	0.03%
Rents and Royalties	-	5,000	-	0.00%
Reimbursement for Damaged Property	-	10,000	-	0.00%
Total Miscellaneous Income	2,923	117,284	2,923	2.49%
Interest Revenue	21,896	150,000	22,871	15.25%
Unrealized Gain or Loss on Investments	975	250	-	0.00%
Total Investment Income	22,871	150,250	22,871	15.22%
Proceeds from Sale of Assets	-	50,000	-	0.00%
Inception of lease liabilities	-	400,000	-	0.00%
Donations from Private Sources	-	250	-	0.00%
Fund Balance	-	2,455,550	-	0.00%
Total Other Financing Sources	-	2,905,800	-	0.00%
TOTAL GENERAL FUND REVENUES	\$ 1,050,740	\$ 16,500,000	\$ 1,050,740	6.37%



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Governing Body</i>				
Salaries & Wages-Council	3,500	42,000	3,500	8.33%
Employee Benefits-Medical	9,767	134,661	9,767	7.25%
Employee Benefits-Dental	351	5,017	351	7.00%
Employee Benefits-ADD Life	105	882	105	11.95%
FICA	135	2,604	135	5.19%
Medicare	32	609	32	5.19%
Employee Benefits-Retirement	255	3,058	255	8.33%
Unemployment	6	173	6	3.44%
Workers Comp Insurance	94	133	94	70.38%
<i>Total Salaries and Benefits</i>	<u>14,245</u>	<u>189,137</u>	<u>14,245</u>	<u>7.53%</u>
Communications	116	480	116	24.17%
Travel	-	1,000	-	0.00%
Dues and Fees	95	750	95	12.69%
Education and Training	475	750	475	63.33%
Other Expenditures	564	250	564	225.57%
Small Equipment	970	-	970	100%
General Supplies and Materials	-	50	-	0.00%
<i>Total Operations</i>	<u>2,220</u>	<u>3,280</u>	<u>2,220</u>	<u>67.69%</u>
<i>City Manager</i>				
Salaries & Wages	20,048	277,500	20,048	7.22%
Employee Benefits-Medical	1,581	19,901	1,581	7.94%
Employee Benefits-Dental	114	1,613	114	7.05%
Employee Benefits-ADD Life	37	221	37	16.62%
Employee Benefits-Disability	252	1,588	252	15.87%
FICA	1,232	15,258	1,232	8.08%
Medicare	288	4,024	288	7.16%
Employee Benefits-Retirement	1,684	20,202	1,684	8.33%
Unemployment	24	68	24	35.63%
Workers' Comp. Insurance	920	1,305	920	70.50%
<i>Total Salaries and Benefits</i>	<u>26,180</u>	<u>341,680</u>	<u>26,180</u>	<u>7.66%</u>
Communications	21	900	21	2.37%
Travel	274	1,300	274	21.06%
Dues and Fees	254	2,000	254	12.70%
Education and Training	-	1,250	-	0.00%
Other Expenditures	1,446	1,500	1,446	96.39%
General Supplies and Materials	-	150	-	0.00%
<i>Total Operations</i>	<u>1,995</u>	<u>7,100</u>	<u>1,995</u>	<u>28.10%</u>



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
City Clerk				
Salaries & Wages	14,536	198,060	14,536	7.34%
Employee Benefits-Medical	3,593	48,589	3,593	7.39%
Employee Benefits-Dental	83	1,234	83	6.69%
Employee Benefits-ADD Life	61	368	61	16.65%
Employee Benefits-Disability	252	1,526	252	16.52%
FICA	861	12,280	861	7.01%
Medicare	201	2,872	201	7.01%
Employee Benefits-Retirement	1,202	14,419	1,202	8.33%
Unemployment	23	114	23	20.57%
Workers' Comp. Insurance	441	626	441	70.51%
Total Salaries and Benefits	21,253	280,088	21,253	7.59%
Professional Services	-	5,000	-	0.00%
Communications	32	900	32	3.56%
Travel	-	1,250	-	0.00%
Dues and Fees	825	6,500	825	12.69%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	-	250	-	0.00%
General Supplies - Postage	75	300	75	24.97%
Small Equipment	500	500	500	100.00%
Software	3,819	20,900	3,819	18.27%
Other Supplies - Uniforms	-	50	-	0.00%
Total Operations	5,251	37,650	5,251	13.95%
Elections				
Advertising	-	-	-	100%
Total Operations	-	-	-	100.00%
Contingency				
Contingency	-	165,000	-	0.00%
Total Operations	-	165,000	-	0.00%
Financial Administration				
Salaries & Wages	19,774	262,608	19,774	7.53%
Employee Benefits-Medical	6,935	97,925	6,935	7.08%
Employee Benefits-Dental	78	1,404	78	5.53%
Employee Benefits-ADD Life	74	441	74	16.67%
Employee Benefits-Disability	368	2,136	368	17.21%
FICA	1,136	16,282	1,136	6.97%
Medicare	266	3,808	266	6.97%
Employee Benefits-Retirement	1,593	19,118	1,593	8.33%
Unemployment	34	137	34	24.54%
Workers' Comp. Insurance	585	830	585	70.52%
Total Salaries and Benefits	30,841	404,689	30,841	7.62%



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Professional Services - Audit	-	27,500	-	0.00%
Advertising/Promotions	-	2,800	-	0.00%
Printing and Binding	-	1,500	-	0.00%
Travel	240	500	240	47.93%
Dues and Fees	2,564	10,000	2,564	25.64%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	484	1,500	484	32.29%
General Supplies-Postage	181	7,500	181	2.42%
Small Equipment	-	250	-	0.00%
Software	-	9,150	-	0.00%
Total Operations	3,470	62,700	3,470	5.53%
Licensing				
Salaries & Wages	2,033	26,986	2,033	7.53%
Employee Benefits-Medical	992	14,800	992	6.70%
Employee Benefits-Dental	19	350	19	5.54%
Employee Benefits-ADD Life	12	74	12	16.54%
Employee Benefits-Disability	38	224	38	16.87%
FICA	113	1,673	113	6.75%
Medicare	26	391	26	6.75%
Employee Benefits-Retirement	164	1,965	164	8.33%
Unemployment	3	23	3	15.00%
Workers' Comp. Insurance	30	43	30	69.93%
Total Salaries and Benefits	3,430	46,529	3,430	7.37%
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	-	1,500	-	0.00%
Software	-	3,000	-	0.00%
Other Supplies-Uniforms	-	50	-	0.00%
Total Operations	-	4,650	-	0.00%
Legal				
Professional Services - Legal	-	35,000	-	0.00%
Total Operations	-	35,000	-	0.00%
Information Technology				
Salaries & Wages	6,664	103,795	6,664	6.42%
Employee Benefits-Medical	1,054	13,267	1,054	7.94%
Employee Benefits-Dental	128	1,073	128	11.96%
Employee Benefits-ADD Life	40	221	40	18.29%
Employee Benefits-Disability	207	838	207	24.73%
FICA	398	6,435	398	6.18%
Medicare	93	1,505	93	6.18%
Employee Benefits-Retirement	1,042	12,502	1,042	8.33%
Unemployment	11	68	11	16.66%
Workers' Comp. Insurance	231	328	231	70.53%
Total Salaries and Benefits	9,870	140,032	9,870	7.05%



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	20,000	-	0.00%
Communications	43	480	43	8.89%
Dues and Fees	32	250	32	12.70%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	32	500	32	6.40%
Small Equipment	258	5,000	258	5.16%
Software	11,741	225,000	11,741	5.22%
Total Operations	12,105	251,480	12,105	4.81%
Human Resources				
Professional Services	-	30,000	-	0.00%
Advertising/Promotions	-	100	-	0.00%
Communications	11	300	11	3.56%
Travel	-	1,000	-	0.00%
Dues and Fees	282	1,200	282	23.53%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	150	-	0.00%
General Supplies and Materials	-	500	-	0.00%
General Supplies-Postage	-	100	-	0.00%
Small Equipment	-	500	-	0.00%
Software	-	5,500	-	0.00%
Other Supplies - Uniforms	-	50	-	0.00%
Total Operations	293	40,900	293	0.72%
Risk Management				
Professional Services	5,000	20,000	5,000	25.00%
Liability Insurance	2,812	256,000	2,812	1.10%
Total Operations	7,812	276,000	7,812	2.83%
General Government Building				
Salaries & Wages	4,756	89,638	4,756	5.31%
Employee Benefits-Medical	1,001	14,093	1,001	7.10%
Employee Benefits-Dental	29	355	29	8.21%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	72	427	72	16.84%
FICA	286	5,558	286	5.14%
Medicare	67	1,300	67	5.14%
Employee Benefits-Retirement	318	3,813	318	8.33%
Unemployment	8	91	8	8.87%
Workers' Comp. Insurance	1,325	1,880	1,325	70.47%
Total Salaries and Benefits	7,886	117,302	7,886	6.72%



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	250	-	0.00%
Disposal - Garbage	-	500	-	0.00%
Lawn Care	-	500	-	0.00%
Pest Control	-	2,200	-	0.00%
Repairs and Maintenance	382	10,000	382	3.82%
Repairs and Maintenance - Vehicles	18	7,500	18	0.24%
Rental of Equipment	459	7,500	459	6.12%
Communications	2,170	20,000	2,170	10.85%
Dues and Fees	227	1,500	227	15.13%
Other Expenditures	-	1,000	-	0.00%
General Supplies and Materials	1,474	8,000	1,474	18.42%
Water and Sewer	89	2,000	89	4.43%
Natural Gas	1,321	3,500	1,321	37.75%
Electricity	687	15,000	687	4.58%
Gasoline and Diesel	1,033	4,000	1,033	25.82%
Small Equipment	336	2,000	336	16.78%
Other Supplies-Uniforms	-	150	-	0.00%
Total Operations & Capital	8,196	85,600	8,196	9.57%
Communication & Eternal Affairs				
Salaries & Wages	6,618	87,859	6,618	7.53%
Employee Benefits-Medical	1,734	23,285	1,734	7.45%
Employee Benefits-Dental	53	855	53	6.23%
Employee Benefits-ADD Life	22	132	22	16.70%
Employee Benefits-Disability	123	729	123	16.87%
FICA	394	5,447	394	7.24%
Medicare	92	1,274	92	7.24%
Employee Benefits-Retirement	533	6,396	533	8.33%
Unemployment	11	41	11	27.44%
Workers' Compensation	328	466	328	70.45%
Total Salaries and Benefits	9,909	126,484	9,909	7.83%
Communications	21	480	21	4.45%
Travel	-	700	-	0.00%
Dues and Fees	254	2,000	254	12.70%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	150	-	0.00%
Small Equipment	-	500	-	0.00%
Software	146	1,000	146	14.64%
Total Operations	422	6,330	422	6.66%
TOTAL GENERAL GOVERNMENT	\$ 165,377	\$ 2,621,631	\$ 165,377	6.31%



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Municipal Court</i>				
Salaries & Wages	6,299	126,559	6,299	4.98%
Salaries & Wages - Overtime	-	500	-	0.00%
Employee Benefits-Medical	3,991	53,732	3,991	7.43%
Employee Benefits-Dental	98	1,651	98	5.94%
Employee Benefits-ADD Life	49	294	49	16.67%
Employee Benefits-Disability	177	1,051	177	16.86%
FICA	362	7,878	362	4.59%
Medicare	85	1,842	85	4.59%
Employee Benefits-Retirement	771	9,250	771	8.33%
Unemployment	11	91	11	11.78%
Workers' Compensation	283	402	283	70.44%
<i>Total Salaries and Benefits</i>	<u>12,126</u>	<u>203,250</u>	<u>12,126</u>	<u>5.97%</u>
Professional Services - Public Defender	263	6,000	263	4.38%
Professional Services - Solicitor/Judge	4,000	80,000	4,000	5.00%
Rental of Equipment	70	1,500	70	4.69%
Advertising	-	100	-	0.00%
Printing & Binding	-	100	-	0.00%
Travel	-	5,000	-	0.00%
Dues and Fees	127	1,000	127	12.70%
Education and Training	-	1,500	-	0.00%
Other Expenditures	-	100	-	0.00%
General Supplies and Materials	-	1,500	-	0.00%
General Supplies and Materials Postage	20	750	20	2.64%
Food Supplies	233	3,000	233	7.77%
Small Equipment	-	250	-	0.00%
Software	-	20,000	-	0.00%
Intergovernmental - Inmate Housing	-	20,000	-	0.00%
Payment to Other Agencies	-	250,000	-	0.00%
<i>Total Operations</i>	<u>4,713</u>	<u>390,800</u>	<u>4,713</u>	<u>1.21%</u>
TOTAL JUDICIAL	<u>\$ 16,838</u>	<u>\$ 594,050</u>	<u>\$ 16,838</u>	<u>2.83%</u>
<i>Police Administration</i>				
Salaries & Wages	53,722	689,726	53,722	7.79%
Salaries & Wages-Overtime	20	3,000	20	0.68%
Employee Benefits-Medical	8,113	162,686	8,113	4.99%
Employee Benefits-Dental	394	6,289	394	6.26%
Employee Benefits-ADD Life	156	1,103	156	14.11%
Employee Benefits-Disability	845	5,519	845	15.30%
FICA	3,273	43,008	3,273	7.61%
Medicare	765	10,058	765	7.61%
Employee Benefits-Retirement	3,875	46,500	3,875	8.33%
Unemployment	89	365	89	24.37%
Workers' Compensation	19,365	27,474	19,365	70.48%
<i>Total Salaries and Benefits</i>	<u>90,616</u>	<u>995,728</u>	<u>90,616</u>	<u>9.10%</u>



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Professional Services	-	750	-	0.00%
Repairs & Maintenance	-	4,500	-	0.00%
Repair & Maintenance-Vehicle	30	5,500	30	0.55%
Rental of Equipment	211	6,000	211	3.52%
Communications	155	3,500	155	4.42%
Advertising	-	5,000	-	0.00%
Printing and Binding	-	600	-	0.00%
Travel	438	6,000	438	7.30%
Dues and Fees	1,145	5,000	1,145	22.89%
Education and Training	700	6,000	700	11.67%
Other Expenditures	-	3,000	-	0.00%
General Supplies and Materials	43	2,000	43	2.17%
General Supplies - Postage	35	500	35	6.99%
Gasoline/Diesel	849	18,500	849	4.59%
Small Equipment	-	2,500	-	0.00%
Software	13	8,125	13	0.16%
Other Supplies - Uniforms	388	6,000	388	6.47%
Total Operations and Capital	4,007	83,475	4,007	4.80%
Criminal Investigation Division				
Salaries & Wages	25,944	470,683	25,944	5.51%
Salaries & Wages-Overtime	-	10,000	-	0.00%
Employee Benefits-Medical	11,686	163,721	11,686	7.14%
Employee Benefits-Dental	496	7,148	496	6.94%
Employee Benefits-ADD Life	123	882	123	13.89%
Employee Benefits-Disability	542	3,627	542	14.93%
FICA	1,517	29,802	1,517	5.09%
Medicare	355	6,970	355	5.09%
Employee Benefits-Retirement	2,916	34,994	2,916	8.33%
Unemployment	44	274	44	16.10%
Workers' Compensation	15,692	22,262	15,692	70.49%
Total Salaries and Benefits	59,314	750,363	59,314	7.90%
Professional Services	-	500	-	0.00%
Repair & Maintenance	-	3,000	-	0.00%
Repair & Maintenance-Vehicle	30	4,000	30	0.75%
Communications	109	2,400	109	4.54%
Printing and Binding	-	250	-	0.00%
Travel	-	2,000	-	0.00%
Dues and Fees	254	2,000	254	12.70%
Education and Training	-	2,500	-	0.00%
Other Expenditures	360	800	360	45.00%
General Supplies and Materials	-	750	-	0.00%
General Supplies and Materials-Postage	-	50	-	0.00%
Gasoline and Diesel	1,284	14,000	1,284	9.17%
Small Equipment	-	3,000	-	0.00%
Software	-	6,000	-	0.00%
Other Supplies - Uniforms	194	3,000	194	6.47%
Total Operations and Capital	2,230	44,250	2,230	5.04%



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Vice</i>				
Salaries & Wages	5,603	71,684	5,603	7.82%
Salaries & Wages-Overtime	162	2,000	162	8.10%
Employee Benefits-Medical	1,001	14,094	1,001	7.10%
Employee Benefits-Dental	59	950	59	6.23%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	97	574	97	16.85%
FICA	335	4,568	335	7.33%
Medicare	78	1,068	78	7.33%
Employee Benefits-Retirement	447	5,364	447	8.33%
Unemployment	10	46	10	21.30%
Workers' Compensation	2,405	3,413	2,405	70.48%
<i>Total Salaries and Benefits</i>	<u>10,222</u>	<u>103,908</u>	<u>10,222</u>	<u>9.84%</u>
Repairs & Maintenance Vehicles	6	2,500	6	0.24%
Dues and Fees	19	150	19	12.69%
Education & Training	-	250	-	0.00%
Gasoline	250	4,000	250	6.25%
Other Supplies - Uniforms	-	300	-	0.00%
<i>Total Operations and Capital</i>	<u>275</u>	<u>7,200</u>	<u>275</u>	<u>3.82%</u>
<i>Patrol</i>				
Salaries & Wages	146,779	1,901,400	146,779	7.72%
Salaries & Wages-Overtime	3,223	52,000	3,223	6.20%
Employee Benefits-Medical	44,686	648,377	44,686	6.89%
Employee Benefits-Dental	1,569	23,032	1,569	6.81%
Employee Benefits-ADD Life	588	3,969	588	14.81%
Employee Benefits-Disability	2,312	15,020	2,312	15.39%
FICA	8,969	121,111	8,969	7.41%
Medicare	2,098	28,324	2,098	7.41%
Employee Benefits-Retirement	11,851	142,210	11,851	8.33%
Unemployment	255	1,231	255	20.72%
Workers' Compensation	63,767	90,470	63,767	70.48%
<i>Total Salaries and Benefits</i>	<u>286,098</u>	<u>3,027,144</u>	<u>286,098</u>	<u>9.45%</u>
Professional Services	-	4,000	-	0.00%
Repair & Maintenance	-	20,000	-	0.00%
Repair & Maintenance-Vehicle	2,092	80,000	2,092	2.61%
Communications	756	22,000	756	3.43%
Printing and Binding	-	600	-	0.00%
Travel	-	6,000	-	0.00%
Dues and Fees	952	7,500	952	12.69%
Education & Training	117	8,000	117	1.46%
Other Expenditures	-	3,000	-	0.00%
General Supplies and Materials	143	5,000	143	2.85%
Gasoline and Diesel	8,977	125,000	8,977	7.18%
Small Equipment	-	25,000	-	0.00%
Software	-	22,000	-	0.00%
Other Supplies - Uniforms	1,800	51,000	1,800	3.53%
Capital Outlay - Vehicles	-	400,000	-	0.00%
<i>Total Operations and Capital</i>	<u>14,836</u>	<u>779,100</u>	<u>14,836</u>	<u>1.90%</u>



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Police Training</i>				
Salaries & Wages	10,265	74,182	10,265	13.84%
Salaries & Wages-Overtime	-	2,000	-	0.00%
Employee Benefits-Medical	2,937	40,465	2,937	7.26%
Employee Benefits-Dental	99	1,436	99	6.91%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	102	603	102	16.85%
FICA	588	4,723	588	12.46%
Medicare	138	1,105	138	12.45%
Employee Benefits-Retirement	462	5,546	462	8.33%
Unemployment	17	46	17	37.96%
Workers' Compensation	2,487	3,528	2,487	70.49%
<i>Total Salaries and Benefits</i>	<u>17,120</u>	<u>133,781</u>	<u>17,120</u>	<u>12.80%</u>
Repair & Maintenance-Vehicle	-	2,000	-	0.00%
Repairs & Maintenance	-	600	-	0.00%
Communications	16	960	16	1.69%
Travel	-	3,500	-	0.00%
Dues and Fees	127	1,000	127	12.70%
Education and Training	-	4,000	-	0.00%
General Supplies and Materials	-	2,000	-	0.00%
Weapons Supplies & Ammunition	-	58,000	-	0.00%
Gasoline and Diesel	-	2,500	-	0.00%
Small Equipment	-	8,000	-	0.00%
Software	2,550	2,750	2,550	92.73%
Other Supplies - Uniforms	164	1,500	164	10.93%
Intergovernmental	-	2,500	-	0.00%
<i>Total Operations and Capital</i>	<u>2,857</u>	<u>89,310</u>	<u>2,857</u>	<u>3.20%</u>
<i>Police Stations and Buildings</i>				
Professional Services	-	250	-	0.00%
Disposal-Garbage/Recycle	-	1,200	-	0.00%
Pest Control	-	1,200	-	0.00%
Repairs and Maintenance	300	65,000	300	0.46%
Rental of Land & Building	7,243	45,500	7,243	15.92%
Communications	1,956	20,000	1,956	9.78%
Dues & fees	94	450	94	20.80%
General Supplies and Materials	704	3,000	704	23.46%
Water/Sewer	247	5,500	247	4.50%
Electricity	573	15,000	573	3.82%
Small Equipment	393	1,500	393	26.23%
<i>Total Operations</i>	<u>11,511</u>	<u>158,600</u>	<u>11,511</u>	<u>7.26%</u>



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
Probation				
Salaries & Wages	4,008	53,972	4,008	7.43%
Salaries & Wages - Overtime	-	500	-	0.00%
Employee Benefits-Medical	2,937	35,960	2,937	8.17%
Employee Benefits-Dental	99	1,436	99	6.91%
Employee Benefits-ADD Life	25	147	25	16.67%
Employee Benefits-Disability	76	406	76	18.61%
FICA	225	3,377	225	6.66%
Medicare	53	790	53	6.66%
Employee Benefits-Retirement	330	3,966	330	8.33%
Unemployment	7	46	7	14.80%
Workers' Compensation	121	172	121	70.58%
Total Salaries and Benefits	7,880	100,772	7,880	7.82%
Dues and Fees	25	200	25	12.70%
Education and Training	-	250	-	0.00%
General Supplies and Materials	-	100	-	0.00%
Software	360	2,200	360	16.36%
Other Supplies - Uniforms	-	500	-	0.00%
Total Operations and Capital	385	3,250	385	11.86%
Fire Services				
Intergovernmental-Fire Services	-	2,380,000	-	0.00%
Total Fire Services	-	2,380,000	-	0.00%
TOTAL PUBLIC SAFETY	\$ 507,352	\$ 8,656,881	\$ 507,352	5.86%
Highways and Streets				
Professional Services-Engineering	-	500	-	0.00%
Disposal-Garbage/Recycling	-	1,500	-	0.00%
Pest Control	-	750	-	0.00%
Repairs & Maintenance	16,491	210,219	16,491	7.84%
Repairs & Maintenance-Vehicles	6	2,500	6	0.24%
Rental of Equipment	-	2,000	-	0.00%
Dues and Fees	1,723	12,000	1,723	14.36%
Contract Labor	25,305	308,220	25,305	8.21%
Other Expenditures	-	500	-	0.00%
General Supplies and Materials	-	2,000	-	0.00%
Gasoline/Diesel	242	5,000	242	4.84%
Small Equipment	-	3,000	-	0.00%
Total Operations	43,767	548,189	43,767	7.98%
Street Lights				
Repairs & Maintenance	-	10,000	-	0.00%
Electricity-Street Lights	6,939	130,000	6,939	5.34%
Total Street Lights	6,939	140,000	6,939	4.96%



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Traffic Lights</i>				
Repairs & Maintenance	-	10,000	-	0.00%
Electricity-Traffic Lights	170	3,000	170	5.67%
Total Traffic Lights	170	13,000	170	1.31%
 TOTAL PUBLIC WORKS	 \$ 50,876	 \$ 701,189	 \$ 50,876	 7.26%
 <i>Tree Commission</i>				
Repairs & Maintenance	-	28,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	63	500	63	12.69%
Education and Training	-	1,000	-	0.00%
Tree Commission Meetings	250	3,000	250	8.33%
General Supplies & Materials	-	5,750	-	0.00%
Books and Periodicals	-	500	-	0.00%
Total Operations	313	40,000	313	0.78%
 <i>Culture and Recreation</i>				
Intergovernmental-Sequoyah Regional	-	4,000	-	0.00%
 TOTAL CULTURE AND RECREATION	 \$ 313	 \$ 44,000	 \$ 313	 0.71%
 <i>Building Inspections</i>				
Salaries & Wages	10,364	201,310	10,364	5.15%
Employee Benefits-Medical	4,034	26,534	4,034	15.20%
Employee Benefits-Dental	118	2,006	118	5.86%
Employee Benefits-ADD Life	37	368	37	9.99%
Employee Benefits-Disability	164	1,592	164	10.30%
FICA	634	12,481	634	5.08%
Medicare	148	2,919	148	5.08%
Employee Benefits-Retirement	1,221	14,656	1,221	8.33%
Unemployment	18	137	18	12.85%
Workers' Compensation	2,434	3,453	2,434	70.49%
Total Salaries and Benefits	19,171	265,456	19,171	7.22%
 Professional Services-Legal	-	1,000	-	0.00%
Repairs & Maintenance - Vehicles	136	2,000	136	6.79%
Communications	78	1,600	78	4.91%
Printing & Binding	-	50	-	0.00%
Travel	-	500	-	0.00%
Dues and Fees	82	250	82	32.70%
Education and Training	-	1,000	-	0.00%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	100	-	0.00%
General Supplies - Postage	-	100	-	0.00%
Gasoline/Diesel	153	2,000	153	7.63%
Books and Periodicals-Code Books	-	50	-	0.00%
Small Equipment	-	500	-	0.00%
Software	3,819	15,000	3,819	25.46%
Other Supplies-Uniforms	-	100	-	0.00%
Total Operations	4,268	24,500	4,268	17.42%



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Planning and Zoning</i>				
Salaries & Wages	10,992	145,928	10,992	7.53%
Employee Benefits-Medical	4,933	28,066	4,933	17.57%
Employee Benefits-Dental	178	351	178	50.66%
Employee Benefits-ADD Life	37	221	37	16.63%
Employee Benefits-Disability	204	1,154	204	17.70%
FICA	651	9,048	651	7.19%
Medicare	152	2,116	152	7.19%
Employee Benefits-Retirement	1,278	10,624	1,278	12.03%
Unemployment	19	68	19	27.49%
Workers' Compensation	295	419	295	70.44%
<i>Total Salaries and Benefits</i>	<u>18,738</u>	<u>197,995</u>	<u>18,738</u>	<u>9.46%</u>
Professional Services-Engineering	-	85,000	-	0.00%
Professional Services-Legal	-	7,000	-	0.00%
Communications	39	480	39	8.18%
Advertising	-	2,500	-	0.00%
Printing & Binding	1,801	28,000	1,801	6.43%
Travel	-	1,000	-	0.00%
Dues and Fees	631	3,000	631	21.03%
Education and Training	-	1,000	-	0.00%
Planning & Zoning Meeting Fees	1,000	12,000	1,000	8.33%
Other Expenditures	-	250	-	0.00%
General Supplies and Materials	-	500	-	0.00%
General Supplies - Postage	303	1,000	303	30.34%
Gasoline & Diesel	-	50	-	0.00%
Small Equipment	-	1,500	-	0.00%
Software	-	12,800	-	0.00%
<i>Total Operations</i>	<u>3,774</u>	<u>156,080</u>	<u>3,774</u>	<u>2.42%</u>
<i>Economic Development</i>				
Salaries & Wages	735	9,762	735	7.53%
Employee Benefits - Medical	193	2,586	193	7.45%
Employee Benefits - Dental	6	95	6	6.23%
Employee Benefits - Add Live	2	15	2	16.40%
Employee Benefits - Disability	14	77	14	17.77%
FICA	44	605	44	7.24%
Medicare	10	142	10	7.22%
Employee Benefits - Retirement	59	711	59	8.33%
Unemployment	1	5	1	25.00%
Workers Comp Insurance	36	52	36	70.15%
<i>Total Salaries & Benefits</i>	<u>1,101</u>	<u>14,050</u>	<u>1,101</u>	<u>7.84%</u>
Rental of land & building	2,160	-	2,160	0.00%
Other Expenditures	1,571	-	1,571	0.00%
<i>Total Operations</i>	<u>3,731</u>	<u>-</u>	<u>3,731</u>	<u>100.00%</u>
<i>Intergovernmental</i>				
Intergovernmental - COED	-	13,000	-	0.00%
Total Intergovernmental	<u>-</u>	<u>13,000</u>	<u>-</u>	<u>0.00%</u>
TOTAL HOUSING AND DEVELOPMENT	<u>\$ 50,782</u>	<u>\$ 671,081</u>	<u>\$ 50,782</u>	<u>7.57%</u>



General Fund Expenditures
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
<i>Capital Lease</i>				
Capital lease - Interest	9,136	121,495	9,136	7.52%
Capital lease Principal	36,215	531,872	36,215	6.81%
TOTAL CAPITAL LEASE	\$ 45,351	\$ 653,367	\$ 45,351	6.94%
<i>Other Financing Uses</i>				
Transfer to Other Funds	179,368	2,557,800	179,368	7.01%
TOTAL OTHER FINANCING USES	\$ 179,368	\$ 2,557,800	\$ 179,368	7.01%
TOTAL GENERAL FUND EXPENDITURES	\$ 1,016,258	\$ 16,500,000	\$ 1,016,258	6.16%



American Rescue Plan (ARP) Act of 2021
As of January 1, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Interest Revenue	5,715	20,000	5,715	28.58%
Miscellaneous Revenue	-	1,900,000	-	0.00%
TOTAL REVENUES	\$ 5,715	\$ 1,920,000	\$ 5,715	0.30%
EXPENDITURES:				
Intergovernmental Fire Services	-	1,920,000	-	0.00%
TOTAL EXPENDITURES	\$ -	\$ 1,920,000	\$ -	0.00%



Operating Grant Fund
As of January 1, 2025

	January 2025 Transactions	2024 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Atlanta Regional Commission Grant	14,962	70,000	14,962	21.37%
TOTAL REVENUES	\$ 14,962	\$ 70,000	\$ 14,962	21.37%
EXPENDITURES:				
Payments to Other Agencies-FOCUS	7,611	70,000	7,611	10.87%
TOTAL EXPENDITURES	\$ 7,611	\$ 70,000	\$ 7,611	10.87%



Parks&RecreationFund
As of January 1, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Alcoholic Bev Excise Tax Beer & Wine	24,385	255,000	24,385	9.56%
Alcoholic Bev Excise Tax Distilled Spirit	11,686	105,000	11,686	11.13%
Local Option Mixed Drink Tax	5,305	75,000	5,305	7.07%
Penalties and Interest	-	250	-	0.00%
Rents and Royalties	9,908	35,000	9,908	28.31%
TOTAL REVENUES	\$ 51,285	\$ 470,250	\$ 51,285	10.91%
EXPENDITURES:				
Disposal-GarbageDepot	-	500	-	0.00%
Pest Control - Depot	-	750	-	0.00%
Repairs & Maintenance - Depot	-	5,000	-	0.00%
Communications	139	1,750	139	7.92%
General Supplies - Depot	-	1,000	-	0.00%
Water/Sewer - Depot	7	250	7	2.78%
Natural Gas - Depot	-	2,200	-	0.00%
Electricity - Depot	77	5,000	77	1.55%
Small Equipment - Depot	125	500	125	24.90%
Disposal - Garbage Parks	-	1,750	-	0.00%
Lawn Care	-	8,000	-	0.00%
Pest Control - Parks	-	1,500	-	0.00%
Repairs & Maintenance - Parks	318	21,720	318	1.46%
Rental - Equipment & Land	128	1,000	128	12.77%
Communications	64	500	64	12.89%
Dues and Fees	445	500	445	89.00%
Contract Labor	15,051	215,960	15,051	6.97%
General Supplies and Materials - Parks	37	2,000	37	1.85%
Water/Sewer - Parks	395	10,000	395	3.95%
Natural Gas	58	-	58	100%
Electricity - Parks	286	10,000	286	2.86%
Small Equipment - Parks	199	1,000	199	19.90%
Transfers to Other Funds	-	179,370	-	0.00%
TOTAL EXPENDITURES	\$ 17,327	\$ 470,250	\$ 17,327	3.68%



Tax Allocation District Fund
As of January 1, 2025

	January 2025		YTD		% of Annual
	Transactions	2025 Budget	Transactions		Budget
REVENUES:					
Intergovernmental Cherokee County Govt	10,582	131,723	10,582		8.03%
Intergovernmental Cherokee County School I	33,099	420,502	33,099		7.87%
Transfers from General Fund	-	102,250	-		0.00%
TOTAL REVENUES	\$ 43,681	\$ 654,475	\$ 43,681		6.67%
EXPENDITURES:					
Transfer to Debt Service Fund	-	654,475	-		0.00%
TOTAL EXPENDITURES	\$ -	\$ 654,475	\$ -		0.00%



Hotel/Motel Tax Fund
As of January 1, 2025

	January 2025		YTD		% of Annual
	Transactions	2024 Budget	Transactions		Budget
REVENUES:					
Hotel/Motel Taxes	486	6,000	486		8.09%
TOTAL REVENUES	\$ 486	\$ 6,000	\$ 486		8.09%
EXPENDITURES:					
Advertising/Promotions	-	5,000	-		0.00%
Payment to Other Agencies	-	1,000	-		0.00%
TOTAL EXPENDITURES	\$ -	\$ 6,000	\$ -		0.00%



Urban Redevelopment Agency

As of January 1, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Interest	28,982	-	28,982	100%
Fund Balance	-	7,500,000		0.00%
TOTAL REVENUES	\$ 28,982	\$ 7,500,000	\$ 28,982	0.39%
EXPENDITURES:				
Transfer to Town Center Fund	282,733	7,500,000	282,733	3.77%
TOTAL EXPENDITURES	\$ 282,733	\$ 7,500,000	\$ 282,733	3.77%



SPLOST VI Fund
As of January 1, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
SPLOST VI Revenue	376,756	3,800,000	376,756	9.91%
Grant Revenue - LMIG	-	200,000	-	0.00%
Issuance of Long Term Deb	112,847	3,500,000	112,847	3.22%
TOTAL REVENUES	\$ 489,604	\$ 7,500,000	\$ 489,604	6.53%
EXPENDITURES:				
Capital Outlay - Bldgs City Hall	-	1,000,000	-	0.00%
Capital Outlay - Amphitheater	-	1,000,000	-	0.00%
Capital Outlay - Site Improv Parking lot	-	-	-	100%
Capital Outlay - LMIG	-	200,000	-	0.00%
Capital Outlay - Hickory Springs Parkway	-	660,000	-	0.00%
Capital Outlay - Hickory Sprins Ind Dr Realign	-	-	-	100%
Capital Outlay - HS Pkwy Ph II	-	-	-	100%
Capital Outlay - HS Pkwy Ph III	-	3,500,000	-	0.00%
Capital Outlay - Sidewalk Projects	-	-	-	100%
Capital Outlay - Hickory Road Sidewalk	-	500,000	-	0.00%
Capital Outlay - Fox Creek/Turner Village	-	250,000	-	0.00%
Capital Outlay - Hickory Spring Pkwy Intersec	-	-	-	100%
Capital Outlay-HS Pkwy Phase III	-	-	-	100%
Debt Service - Principal GTIB	27,040	335,000	27,040	8.07%
Debt Service - Interest GTIB	4,480	55,000	4,480	8.15%
TOTAL EXPENDITURES	\$ 31,520	\$ 7,500,000	\$ 31,520	0.42%



Town Center Fund
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Transfer from Other Funds	282,733	8,000,000	282,733	3.53%
TOTAL REVENUES	\$ 282,733	\$8,000,000	\$ 282,733	3.53%
EXPENDITURES:				
Professional Services	-	500,000	-	0.00%
Capital Outlay - Site Improvements	29,500	500,000	29,500	5.90%
Capital Outlay - Buildings City Hall	-	6,500,000	-	0.00%
Capital Outlay - Buildings Parking Deck	-	500,000	-	0.00%
TOTAL EXPENDITURES	\$29,500	\$8,000,000	\$29,500	0.37%



Debt Service Fund
As of January 31, 2025

	January 2025 Transactions	2025 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Transfer from Other Funds	179,368	3,789,395	179,368	4.73%
TOTAL REVENUES	\$ 179,368	\$ 3,789,395	\$ 179,368	4.73%
EXPENDITURES:				
Debt Service - Bond Principal HSPRA 2016	171,341	344,764	171,341	49.70%
Debt Service - Bond Interest HSPRA 2016	8,027	13,972	8,027	57.45%
Debt Service - Bond Principal HSPRA 2023	-	128,000	-	0.00%
Debt Service - Bond Interest HSPRA 2023	-	75,650	-	0.00%
Debt Service - Bond Principal URA 2019	-	555,556	-	0.00%
Debt Service - Bond Principal URA 2020	-	230,770	-	0.00%
Debt Service - Bond Principal URA 2021	-	519,702	-	0.00%
Debt Service - Bond Principal URA 2023	-	830,000	-	0.00%
Debt Service - Bond Interest URA 2019	277,778	82,978	277,778	334.76%
Debt Service - Bond Interest URA 2020	43,988	56,355	43,988	78.06%
Debt Service - Bond Interest URA 2021	-	139,898	-	0.00%
Debt Service - Bond Interest URA 2023	-	811,750	-	0.00%
TOTAL EXPENDITURES	\$ 501,134	\$ 3,789,395	\$ 501,134	13.22%



Stormwater Utility Fund
As of January 31, 2025

	January 2025 Transactions	2023 Budget	YTD Transactions	% of Annual Budget
REVENUES:				
Stormwater Utility Fees	15,060	610,000	15,060	2.47%
TOTAL REVENUES	\$ 15,060	\$ 610,000	\$ 15,060	2.47%
EXPENSES:				
Salaries & Wages	-	60,916	-	0.00%
Employee Benefits - Medical Insurance	-	36,277	-	0.00%
Employee Benefits - Dental Insurance	-	1,133	-	0.00%
Employee Benefits - Disability	-	485	-	0.00%
Employee Benefits - ADD Life	-	147	-	0.00%
FICA	-	3,778	-	0.00%
Medicare	-	883	-	0.00%
Employee Benefits - Retirement	-	4,995	-	0.00%
Unemployment	-	46	-	0.00%
Workers Comp Insurance	-	3,410	-	0.00%
Professional Services - Legal	-	1,000	-	0.00%
Professional Services - Engineer	-	100,000	-	0.00%
Repairs & Maintenance	-	216,630	-	0.00%
Repairs & Maintenance - Vehicles	6	2,500	6	0.24%
Rental of Equipment	-	1,000	-	0.00%
Pest Control	-	500	-	0.00%
Communications	39	1,000	39	3.92%
Dues and Fees	1	5,000	1	0.02%
Training	-	1,500	-	0.00%
Other Expenditures	71	250	71	28.36%
General Supplies & Materials	-	500	-	0.00%
General Supplies - Postage	-	500	-	0.00%
Water/Sewer	-	1,000	-	0.00%
Gasoline & Diesel	144	5,000	144	2.88%
Small Equipment	-	3,200	-	0.00%
Other Supplies-Uniforms	-	250	-	0.00%
Depreciation	-	150,000	-	0.00%
Contingency	-	6,100	-	0.00%
Capital Lease Interest	-	2,000	-	0.00%
TOTAL EXPENSES	\$ 261	\$ 610,000	\$ 261	0.04%



Holly Springs Tree Commission
Budget to Actual Comparison Report
As of January 31, 2025

	January 2025		YTD	
	Transactions	2025 Budget	Transactions	% Variance
REVENUES:				
Development Fees/Recompense	-	5,000	-	0.00%
Donations from Private Source	-	250	-	0.00%
TOTAL REVENUES	\$ -	\$ 5,250.00	\$ -	0.00%
EXPENDITURES:				
Landscaping/Tree Planting & Care	-	28,500	-	0.00%
Travel	-	750	-	0.00%
Dues and Fees	63.47	500	63.47	12.69%
Education and Training	-	1,000	-	0.00%
Tree Commission Meetings	250.00	3,000	250.00	8.33%
Tree Seedlings	-	5,750	-	0.00%
Books and Periodicals	-	500	-	0.00%
TOTAL EXPENDITURES	\$ 313.47	\$ 40,000.00	\$ 313.47	0.78%

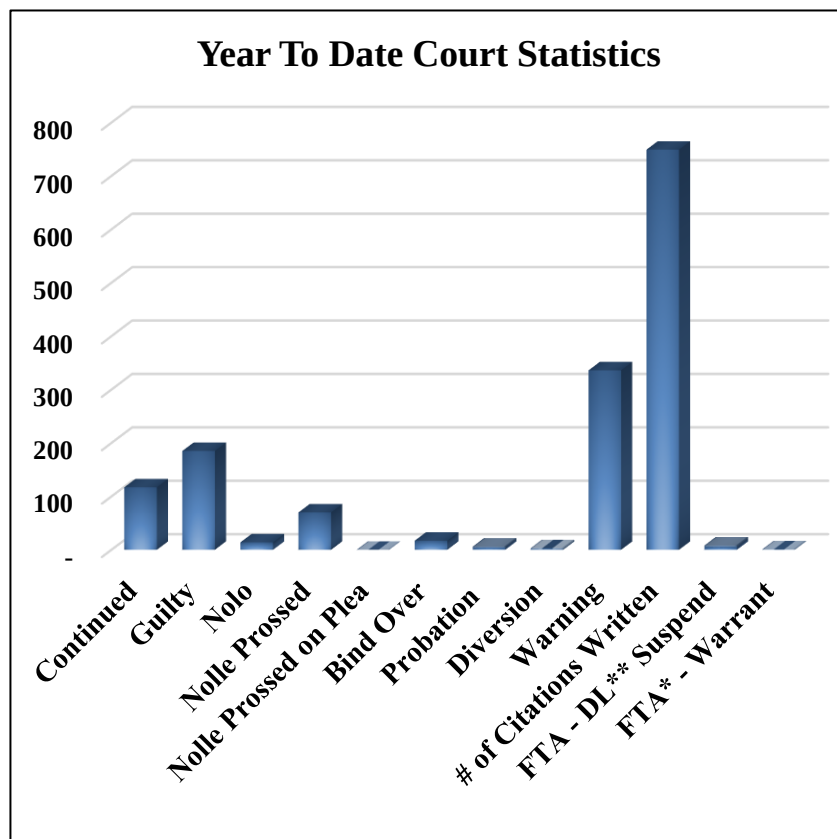


City of Holly Springs Court Statistics 2025 Year to Date

	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Continued	117	-	-	-	-	-	-	-	-	-	-	-	117
Guilty	185	-	-	-	-	-	-	-	-	-	-	-	185
Nolo	14	-	-	-	-	-	-	-	-	-	-	-	14
Nolle Prossed	70	-	-	-	-	-	-	-	-	-	-	-	70
Nolle Prossed on Plea	0	-	-	-	-	-	-	-	-	-	-	-	-
Bind Over	17	-	-	-	-	-	-	-	-	-	-	-	17
Probation	6	-	-	-	-	-	-	-	-	-	-	-	6
Diversion	3	-	-	-	-	-	-	-	-	-	-	-	3
Warning	336	-	-	-	-	-	-	-	-	-	-	-	336
# of Citations Written	749	-	-	-	-	-	-	-	-	-	-	-	749
FTA - DL** Suspend	8	-	-	-	-	-	-	-	-	-	-	-	8
FTA* - Warrant	1	-	-	-	-	-	-	-	-	-	-	-	1

* Failure to Appear

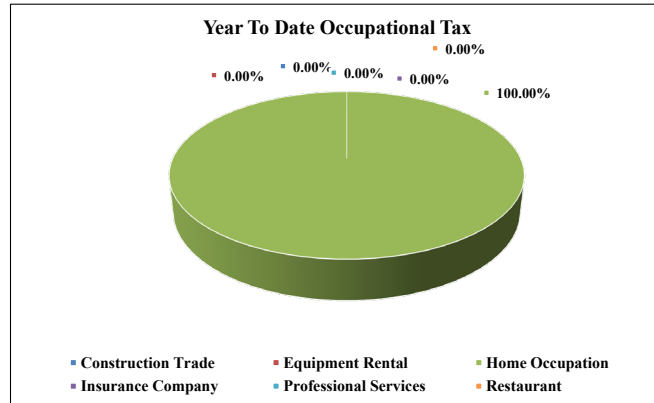
** Driver's License





City of Holly Springs
Occupational Tax Summary
2025 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Total	
Construction Trade	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Equipment Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Home Occupation	4	-	-	-	-	-	-	-	-	-	-	-	4	100.00%
Insurance Company	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Professional Services	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
Restaurant	-	-	-	-	-	-	-	-	-	-	-	-	-	0.00%
	4	-	-	-	-	-	-	-	-	-	-	-	4	100.00%

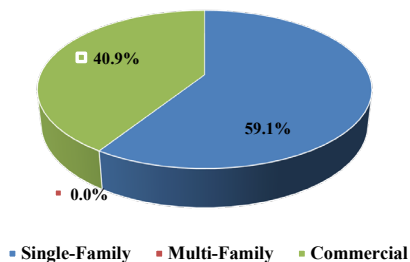




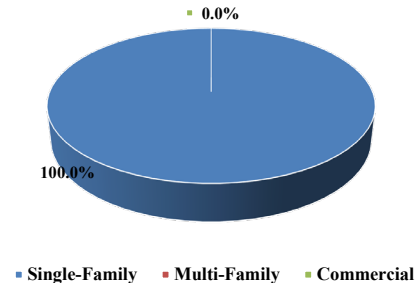
City of Holly Springs
Building Permits and Certificates of Occupancy
2025 Year to Date

	Jan	Feb	March	April	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD
Single-Family													
Houses	3												3
Accessory Structures	2												2
Additions													0
Basement Buildouts													0
Mechanical	2												2
Plumbing	3												3
Electrical	2												2
Miscellaneous													0
Residential Fence	1												1
Certificates of Completion	1												1
Certificates of Occupancy	5												5
Multi-Family													
Townhomes													0
Apartments													0
Misc-Multi Family													0
Certificates of Occupancy													0
Commercial													
New Structures	4												4
Addition-C													0
Tenant Build Outs													0
Accessory Structures													0
Mechanical													0
Plumbing													0
Electrical													0
Misc-C													0
Signs	2												2
Utilities	3												3
Commercial Fence													0
Certificates of Completion													0
Certificates of Occupancy													0

Year To Date Permits Issued



Year To Date Certificates of Occupancy Issued





**City of Holly Springs
Monthly Operation Report
Executive Summary**

Description	Jan-25
Pot Hole Repair	1
Tree Service Work	6
ROW Mowing	0
Dead Animal Pick Up	3
Street Sweeping	0
Road Salting	1
Sign Maintenance	4
Litter Pickup	19
Stormwater maintenance	3
Traffic Signals	0
Equipment Maintenance	0
Misc. Work Orders	11
PARKS	
J.B. Owens	10
Barrett Park	10
Karen J. Barnett Park	10
J.C. Mullins	13
Monthly Totals	91