



# Heather Gardens

METROPOLITAN DISTRICT

**HEATHER GARDENS METROPOLITAN DISTRICT  
BOARD ACTION**

**DATE:** AUGUST 15, 2024

**MOTION NUMBER:** 2024-8-15-4

**MOTION: APPROVE EPIC 10 CONTRACT FOR CLUBHOUSE TELEPHONE LINES**

I move that the HGMD Board of Directors approve the replacement of Allstream telephone lines for the clubhouse fire alarms, elevator alarm, and gas meter to a service from Epic 10 for a cost of approximately \$350 per month.

**ECONOMIC COST TO THE DISTRICT: NONE  
APPROPRIATED BY: NA**

Motion by: Robin O'Meara

Second by: *Daniel Taylor*

Rationale: HGA is transferring Allstream's service for the residential buildings to Epic 10. When all of the residential services are transferred the Allstream account will be transferred to HGMD leaving a bill of approximately \$4,026.24 per month due to miscellaneous charges which will not be terminated when HGA services are transferred. To avoid this bill, Cody Swift of Fortel, HGA's telecommunications consultant, recommends that HGMD transfer its service immediately.

Debate: \_\_\_\_\_

Secondary Motion to : \_\_\_\_\_

Secondary Motion by: \_\_\_\_\_ Second by: \_\_\_\_\_

**VOTE:**

	Yes	No		Yes	No
Craig Baldwin					
Rita Effler	✓				
Eloise Laubach	✓				
Robin O'Meara	✓				
Daniel Taylor	✓				
Total	4				

The secondary motion does/does not have a majority and passes/fails.  
The main motion does/does not have a majority and passes/fails.

*Robin O'Meara*  
Robin O'Meara, Secretary  
HGMD Board of Directors

*Daniel Taylor*  
Daniel J. Taylor, President  
HGMD Board of Directors





EPIC IO

# Replace POTS Analog Lines With LTE Solutions

Reliable. Compliant. Affordable, Fixed Pricing.  
Connectivity

## 4G LTE and Future 5G:

The easiest way to move from outdated and costly analog lines

### Reasons to Replace Analog, POTS Lines with Cellular LTE Solutions

1. Analog lines are becoming exuberant in cost.
2. As more subscribers discontinue telephone service and the system ages, POTS prices will remain unstable.
3. Many carriers are rapidly discontinuing POTS lines due to the high cost of maintaining copper networks and the aging copper infrastructure.

### Compliant Solutions: Out-of-the-Box

Approved for Fire and Elevator

- NFPA 72 Signaling Code Certified
- Complies to UL 864
- Fire Marshal approved in all 50 States

*Hardware = \$1,000*  
*30 days installation*  
*\$60 x 5 phone lines incl installation*

### When communications are critical, LTE for POTS replacement is the solution



**Fire**  
Code Certified. Fire Marshal approved.



**Alarms**  
Connected even in power outages.



**Elevators**  
Connected even in power outages.



**VoLTE | Voice LTE Solutions**  
FAX, modem, SCADA apps, OOB management.



**LTE POTS Replacement+Internet**  
Two solutions | One Low Price  
Now add an internet line to elevator or VoLTE solutions for Failover or Primary Connectivity.



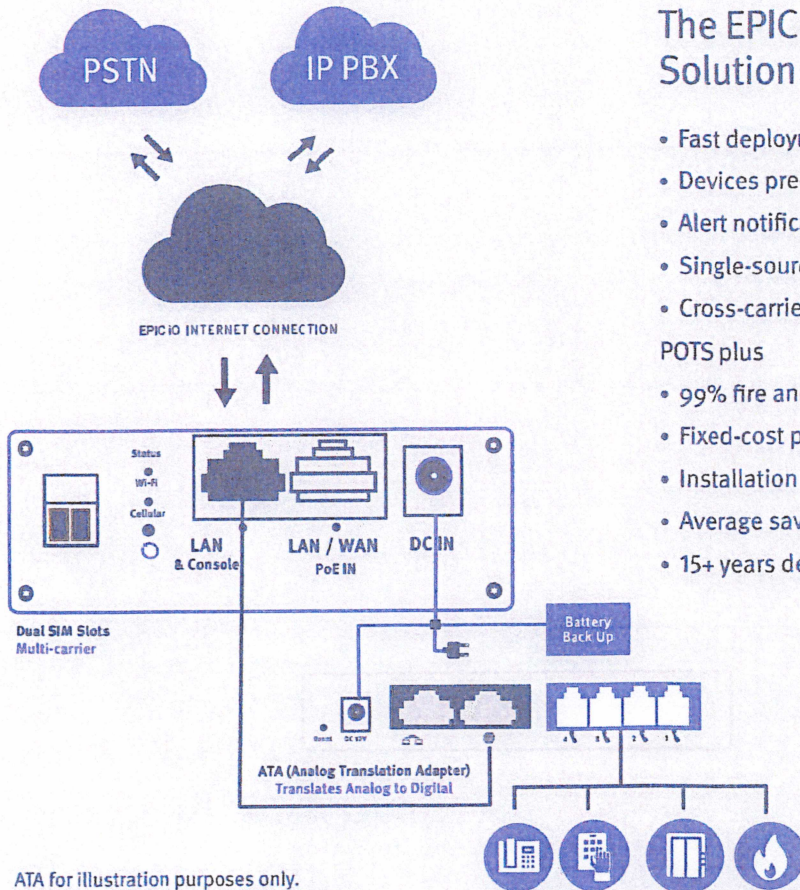
sales@epicio.com



epicio.com



# POTS Replacement to LTE: How It Works



ATA for illustration purposes only.  
Actual device may vary. Fire and Alarm  
require a single, dedicated line.

## The EPIC iO POTS Replacement Solution

- Fast deployment
- Devices pre-configured for each location
- Alert notifications for line outage
- Single-source solution across multiple carriers
- Cross-carrier pooling to maximize data on POTS plus
- 99% fire and alarm panel compatibility
- Fixed-cost pricing
- Installation and cross connect services available
- Average savings of 25% - immediate & ongoing
- 15+ years designing & installing wireless solutions

### Supports Key POTS Applications

- E-911
- ATM Machines
- Vending Machines
- Point-of-Sale Terminals
- Automated Gates
- Pool Phones





**Allstream Services Located at 2888 S Heather Gardens Way for HGMD**

Phone Number	Service
720-306-6138	2888 Fire Alarm
720-306-6139	2888 Elevator
303-996-0553	2888 gas meter
720-382-2197	2888 Secondary Fire
303-996-0554	Maintenance Building Fire Alarm (Currently not configured) - Concerning

Line Item	Charges
IP Access Bandwidth	\$2,274.55
Total SIP PRI Channel	\$361.35
SIP DID Block	\$26.55
Basic Bus Line Total	\$686.98
Other Chrges and Fees Total	\$499.48
Taxes and Surcharges Sub Total	\$177.33
<b>Total</b>	<b>\$4,026.24</b>

*Monthly*

*Desk phones - Comcast*





## WIRELESS SERVICE AGREEMENT with POTs Replacement Addendum

THIS AGREEMENT is made and entered into by and between EPIC IO Technologies, and the party who signs this Agreement as "Customer."

### SECTION 1 - DEFINITIONS

- 1.1 "EPIC IO Service" means the provision of a wireless service for the transport of Customer data and financial transactions for authorization and settlement. The Service is for Customer use only and Customer may not resell the Service to any other party.
- 1.2 "Monthly Recurring Service Fee" means the monthly fee charged for the EPIC IO Service.
- 1.3 "Non-Recurring Service Charge" means any charge outside the base monthly recurring fee as indicated on the Schedule of Fees in the attached EPIC IO Service Quote.
- 1.4 "Acceptable Use Policy" ("AUP") means EPIC IO's policy with respect to the appropriate use of the EPIC IO Service. The AUP is available on EPIC IO's web site: <https://epicio.com/acceptable-use-policy/> is a part of this Agreement and is subject to change without notice.
- 1.5 "Monthly Throughput" is the amount of data allowed for specific service plans.
- 1.6 "Overage Charges" is the amount charged per Gigabyte (GB) for all additional usage over Monthly Throughput limits associated with Customers Service Quote.
- 1.7 "Pooled Plan Pricing" allows a company to share Monthly Throughput among all activated accounts before additional Overage Charges apply.
- 1.8 "Stipulated Loss Value" (SLV) is the total amount of equipment not including term discounts as listed in Service Quote for damaged or lost equipment. SLV does not apply to Customers that have purchased equipment prior to the inception of service delivery.

### SECTION 2 - DESCRIPTION OF SERVICE, FEES AND PAYMENT TERMS

- 2.1 EPIC IO will provide the EPIC IO Service for the Fees indicated on the Schedule of Fees attached in service quote. Customer will be billed Monthly Recurring Service Fees one month in advance. Billing period begins on the 2nd and ends on the 1st.
- 2.2 Non-Recurring Service Charges such as overage charges, equipment, site visits, etc. will be billed in addition to customers' Monthly Recurring Service Fees and while EPIC IO makes every effort to alert customer when they have exceeded their data allowance, it is the customer's responsibility to manage their data with the tools provided such as ECM, or other. Failure to receive our courtesy e-mail alert of overages due to technical difficulties or incorrect contact information or to utilize Cloud Management Services does not relieve the customer of the obligation to pay their overage charges.
- 2.3 Customer hereby authorizes EPIC IO to obtain consumer credit report(s) for the purpose of evaluation of Customer creditworthiness.
- 2.4 Payment for services is due 10 days from receipt of invoice unless a Credit Application has been approved to extend terms. Payments received after their due date may incur interest at a rate equal to one and one half percent (1½%) per month. A \$50.00 fee for returned checks will be assessed. Accounts 30 days past due from the due date will be issued a 48-hour notice to suspend. Services suspended for non-payment will be assessed \$50.00 reactivation charge per line for each reactivation.
- 2.5 Outstanding balances beyond 90 days where services have been suspended will be turned over to an outside collection service, and all charges will be paid by customer.
- 2.6 Customer is responsible for all applicable sales or use taxes assessed on the basis of the EPIC IO Service, including those applicable to any EPIC IO provided equipment.
- 2.7 Customer Information Form(s) will become part of this Agreement. Additional locations added by Customer after the Agreement date will become part of this Agreement. EPIC IO reserves the right to reject orders for service at its sole discretion.
- 2.8 The Monthly Service Fee covers the applications listed on the Service Order Form. Fees are subject to increase for additional applications.
- 2.9 Customer agrees to use the Service in Accordance with EPIC IO's AUP. The AUP places limits on video and music streaming as well as the downloading of large files. We reserve the right to limit or suspend any heavy, continuous data usage that adversely impacts our network performance or hinders access to the network.
- 2.10 Customer agrees to subscribe to Cloud Management Services (i.e. ECM, or other) where available and grants access to EPIC IO. The rate for these Cloud Management Services is outlined in Service Quote. The subscription will renew automatically in one year increments unless written request to cancel auto renewal is received within 30 days of subscription end date. If no action taken to decline, charges will apply.
- 2.11 Chronic Service issues preventing EPIC IO from meeting its Service Level Agreement (SLA) available only with our 4G/5G services may require EPIC IO to release customer from the remaining term of service once the customer has paid for one service call allowing EPIC IO to attempt to restore service(s) within stated SLA.

### SECTION 3 - LIMITATION OF LIABILITY:

- 3.1 IN NO EVENT SHALL EPIC IO, ITS OFFICERS, DIRECTORS, EMPLOYEES NOR VENDORS (INCLUDING BUT NOT LIMITED TO THE UNDERLYING WIRELESS CARRIERS) BE LIABLE TO CUSTOMER, CUSTOMER'S CLIENTS OR ANY THIRD PARTY FOR ANY LOSS OF BUSINESS OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA). EPIC IO, ITS OFFICERS, DIRECTORS, EMPLOYEES NOR VENDORS (INCLUDING BUT NOT LIMITED TO THE UNDERLYING WIRELESS CARRIERS) SHALL NOT BE LIABLE FOR ANY DAMAGES ASSOCIATED WITH THE INTERRUPTION OR LOSS OF USE OF SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH INTERRUPTIONS. NEITHER PARTY WILL BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT. EPIC IO AND CUSTOMER AGREE THAT IF EPIC IO SHOULD BE FOUND LIABLE FOR LOSS OR DAMAGE DUE TO OR RESULTING FROM FAILURE OF EPIC IO TO PERFORM ANY OF THE OBLIGATIONS HEREIN OR TO PROVIDE SERVICES, EPIC IO'S LIABILITY FOR DAMAGES SHALL BE LIMITED TO THREE (3) MONTHS OF CUSTOMER'S PAYMENTS TO EPIC IO FOR SERVICES AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE. THE PROVISIONS OF THIS SECTION SHALL APPLY IF LOSSES OR DAMAGES, IRRESPECTIVE OF CAUSE OR ORIGIN, RESULT DIRECTLY OR INDIRECTLY TO PERSONS OR PROPERTY, FROM PERFORMANCE OR NONPERFORMANCE OF THE OBLIGATIONS IMPOSED BY THIS AGREEMENT, PERFORMANCE OR NONPERFORMANCE OF THE SERVICES OR FROM NEGLIGENCE, ACTIVE OR OTHERWISE, OF EPIC IO, ITS CUSTOMERS, ASSIGNS OR EMPLOYEES. Customer agrees to indemnify, defend and hold harmless EPIC IO, its officers, directors, employees and vendors including but not limited to the underlying wireless carriers from and against all liability, loss and damage, including reasonable attorney's fees and costs, which may arise as a result, whether direct or indirect, from use by Customer or any of its customers of the EPIC IO Service, or any equipment provided by EPIC IO.
- 3.2 CUSTOMER HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN EPIC IO AND UNDERLYING CARRIER.

### SECTION 4 - CONTRACT TERM

- 4.1 The initial term of this Agreement shall be as indicated on the EPIC IO Service but will be no less than Two (2) years unless indicated on the Quote sheet as One Year or Month to Month. Thereafter, term and fees shall commence as to each installation when equipment is shipped to Customer for each installation or upon the installation of such equipment, whichever occurs first. Thereafter, this Agreement shall be automatically renewed for successive 1-year periods unless sooner terminated by Customer or EPIC IO in writing by giving 60 days' notice prior to the expiration of the initial term or any renewal period. In addition, either party may immediately terminate this Agreement upon notice to the other party in the





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event that the other party is in continuous breach of any material provision of this Agreement for a period of 30 days following notice of such breach by the terminating party.

### SECTION 5 - SERVICE TERMINATION, EARLY TERMINATION:

5.1 Except for 4G/5G Temporary (Month to month) Service, Customer may terminate the EPIC IO Service during the first thirty (30) days of the Term of this Agreement without further obligation except for payment of the Provisioning Fee, shipping charges and any charges incurred for professional installation and unreturned equipment only in the case that EPIC IO Service does not meet its SLA stated in <https://epicio.com/enterprise-service-level-agreement>. Thereafter, Customer may terminate this Agreement upon sixty (60) days advance written notice, unless the term is month to month. If the term of the agreement is month to month, EPIC IO requires 30-day notice to terminate. In the event of termination before the original term commitment stated on the executed quote sheet Customer agrees to pay EPIC IO an early termination fee equal to the MRC as indicated in this Agreement times the lesser of twelve months or the months remaining in the initial term. Cancellation request must be emailed to [orders@epicio.com](mailto:orders@epicio.com).

**IMPORTANT: Returning equipment without an accompanying written request for cancellation does not constitute a cancellation of services.**

5.2 Customer agrees to return EPIC IO provided equipment (unless purchased by Customer) to EPIC IO's offices located at 745 NW Mt. Washington, Suite 300., Bend, OR 97703 Attn: Operations, in good working condition, within 15 days after early termination of this Agreement. Customer will be charged and agrees to pay the Monthly Service Fee for any month or portion of a month in excess of 15 days in which equipment is not returned. If Customer does not return the equipment within 45 days, Customer hereby agrees to pay the Stipulated Loss Value for equipment not returned, \$250 for 3-year term, \$500 for a 2-year term and \$1,000 for a 1-year term. If customer chooses to renew for a 3-year term at the originally contracted 3-year term rate, EPIC IO may replace the modems currently in the field. Replacement does not include technician visit, antenna or shipping costs. One and two year options are available without equipment replacement.

### SECTION 6 - ASSIGNMENT:

6.1 EPIC IO and its successors and assigns may, at any time and from time to time, freely assign this Agreement or Customer's monetary obligations hereunder, to any other party (an "Assignee"). Upon receipt of a notice of such Assignment, Customer covenants that it will pay and perform such of its obligations under this Agreement to the Assignee (or to any other party designated by Assignee) as instructed in such notice. Customer shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of EPIC IO or any Assignee. No assignment by EPIC IO shall increase Customer's obligations nor decrease Customer's rights hereunder.

6.2 Customer's obligations under this Agreement are absolute and unconditional and are not subject to any abatement, reduction, recoupment, defense, offset, or counterclaim for any reason, alleged or proven, including, but not limited to: the condition, design, operation or fitness for use, or any loss or destruction or obsolescence of, the EPIC IO Service or any equipment provided by EPIC IO; the prohibition of or other restrictions against Customer's use of the EPIC IO Service or the interference with such use by any person or entity; any failure by Customer to perform any of its obligations under this Agreement; any insolvency or bankruptcy of Customer or EPIC IO.

### SECTION 7 - LOSS AND DAMAGE

7.1 Upon Customer's acceptance of devices and/or items of equipment, Customer assumes all risk of loss, damage, theft or destruction of all devices or items of EPIC IO equipment installed at Customer's locations, and from any causes due to misuse, fault or negligence of Customer. Upon the occurrence of any loss, theft, destruction or damage beyond repair of such equipment, Customer shall pay to EPIC IO the Stipulated Loss Value for each unit of such equipment plus accrued and unpaid data plan charges on the device up to the date that such loss or damage was reported to EPIC IO in writing. In the event of partial loss or damage to any device or item of equipment due to misuse, fault or negligence of Customer, Customer shall be solely responsible for any loss or expense of any repairs or replacements necessary to promptly return such device or equipment to its former condition. Prior to acceptance of devices or items of equipment, EPIC IO assumes all risk of loss, damage or theft.

### SECTION 8 - CHANGES TO AGREEMENT

8.1 EPIC IO may change this agreement at any time. Any changes to the Agreement are effective when we publish them on our website. We will give you (30) days prior notice, either in your monthly bill or separately, of any material change to this Agreement.

### NOTICES:

All notices and other communication required or permitted under this Agreement shall be given by registered or certified mail, postage prepaid, private overnight courier or by email, effective upon receipt by the addressee, addressed to EPIC IO at the address set forth below.

EPIC IO Technologies  
745 NW Mt Washington Dr. Suite 300  
Bend, OR 97703  
[Orders@epicio.com](mailto:Orders@epicio.com)  
[www.epicio.com](http://www.epicio.com)

### SECTION 9 - Governing Law, Jurisdiction & Venue

9.1 Any action or proceeding on this Agreement shall be initiated and maintained under the jurisdiction of the State of Oregon with venue in the courts of Deschutes County of Deschutes. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall remain effective.

9.2 This Agreement, the Customer Information Form and the AUP set forth the entire agreement between the parties concerning the subject matter hereof. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

### POTs Replacement Addendum:

911 Terms and Conditions. EPIC IO or its affiliates provides its 911 Services (defined below) subject to

these 911 Terms and Conditions (the "911 Terms"), which are in addition to and supplement the

EPIC IO or its affiliates Terms of Use available at <https://epicio.com/csa/> (the "EPIC IO or its affiliates TOU"). These 911 Terms are subject in all respects to the terms of EPIC IO or its affiliates TOU. In the event of any direct conflict between these 911 Terms and EPIC IO or its affiliates TOU, then these 911 Terms shall control. Capitalized terms not elsewhere defined in these 911 Terms will have the meaning ascribed to them in the EPIC IO or its affiliates TOU.

A. Definitions. For the purposes of these 911 Terms, the following terms will have the following meanings:





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- i. "911 Call(s)" means any call made dialing the digits 9-1-1, regardless of whether such call is made using Basic 911, Enhanced 911, or a PSAP.
- ii. "911 Services" means functionality that allows end users to contact emergency services by dialing the digits 9-1-1.
- iii. "Approved Uses" means the provision of Enhanced 911 and/or Basic 911 to (a) End Users who principally utilize such services at such End User's residence and occasionally at other locations; (b) End Users that are enterprises that use either an on-site or hosted Private Branch Exchange ("PBX") during customary business hours and should reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations; for clarity, the provision of Enhanced 911 service and/or Basic 911 service to enterprises that use either an on-site or hosted PBX but operate outside customary business hours, including, without limitation, assisted living facilities, nursing homes and other similar facilities, and to which Sections 11.C. and/or 11.D., below, do not apply; or should not reasonably be expected to have reasonably customary 911 usage patterns due to the nature of such enterprise's business or operations do not constitute "Approved Uses"; (c) End Users that operate nonemergency call center(s) that should reasonably be expected to have only occasional use of 911 due to the nature of such call center's business or operations; for clarity, central station alarm and other similar call centers that direct calls to emergency services do not constitute "Approved Uses"; and (d) End Users that operate call center(s) that support the deaf and/or hard of hearing community, which are more commonly known as "relay services."
- iv. "Basic 911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's Registered Emergency Address. With Basic 911, the 911 professional answering the phone will not have access to the End User's telephone number or emergency address information unless the End User provides such information verbally during the emergency call.
- v. "E911 Authority" means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one TTN. For clarity, an E911 Authority may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area.
- vi. "End User" means the individual placing a 911 Call from a Customer's TTN (defined below).
- vii. "Enhanced 911" or "E911" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's provided address and to deliver the Subscriber's telephone number and corresponding Registered Emergency Address or REA information automatically to the 911 professional answering the call.
- viii. "P-Asserted-Identity" means a header field used among trusted SIP entities (typically intermediaries) to carry the identity of the user sending a SIP message as it was verified by authentication.
- ix. "Private Branch Exchange" or "PBX" means a telephone system within an enterprise that switches calls between enterprise users on local lines while allowing all users to share a certain number of external phone lines.
- x. "Public-Service Access Point" or "PSAP" means an answering location for 911 Calls originating in a given area. The E911 Authority may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency, medical, etc., or a common bureau serving a group of such entities.
- xi. "Registered Emergency Address" or "REA" means the physical address provided by the Customer to be used for E911 and Basic 911, which may be used to dispatch police, fire, emergency medical and other emergency response resources.
- xii. "SIP" means Session Initiation Protocol, which is the signaling protocol used between VoIP networks to establish, control and terminate voice calls.
- xiii. "Subscriber" means an End User or telephone device assigned a TTN.
- xiv. "EPIC iO or its affiliates Trunk Number" or "TTN" means a United States or Canada telephone number bought by the Customer from EPIC iO or its affiliates and assigned to a trunk for use with EPIC iO or its affiliates' elastic SIP trunking service.
- xv. "VoIP" means Voice over Internet Protocol.

### B. Service Description and Use of Service.

- i. E911 Services. With E911, when an End User places a 911 Call, such call will typically be routed to the local PSAP that covers Customer's REA. In limited circumstances, as further described below in Section 11.B.iii., the 911 Call may be routed to a PSAP. Regardless of which PSAP the 911 Call is routed to, if and only if the associate trunk is properly provisioned, the 911 professional will receive the (1) TTN associated with the 911 Call and (2) Customer's REA. Customer understands that Customer, and not EPIC iO or its affiliates, must properly provision elastic SIP trunking origination services for each trunk associated with each of their TTNs in order for an emergency operator to receive the associated TTN and Customer's REA.
- ii. Basic 911. With Basic 911, when an End User places a 911 Call, this call is always sent to the local PSAP serving the End User's physical location. 911 professionals answering 911 Calls from End Users will not automatically receive the associated TTN or REA because the PSAP to which the 911 Call was routed will not be equipped to receive, capture, or retain End User's assigned TTN or REA. Accordingly, End Users must provide both call-back and emergency address information to the 911 professionals. If the 911 Call is dropped or disconnected, or if the End User is unable to speak, then





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the 911 professional will not be able to call the End User back or dispatch emergency assistance to the End User's physical location. As additional local PSAPs are able to answer E911 calls, EPIC IO or its affiliates will upgrade Customer from Basic 911 to E911 service. EPIC IO or its affiliates is not obligated, however, to notify Customer of the upgrade. In limited circumstances, Customers equipped with Basic 911 may have their calls routed to a PSAP, as further described below.

iii. PSAP Service. Certain TTNs will not have access to either Basic 911 or E911 services. If Customer has TTNs that do not have access to either E911 or Basic 911, 911 Calls will be routed to a PSAP. A 911 professional at the PSAP will ask for End User's name, telephone number, and location, and then transfer the End User to the appropriate local PSAP or otherwise determine the best way to provide emergency services to the End User. As with Basic 911, 911 professionals answering calls in a PSAP will not receive the End User's TTN or REA because PSAPs are not equipped to receive, capture or retain this information. Accordingly, the End User must provide this information to the 911 professional. Other reasons that an End User's 911 Calls may be sent to a PSAP is if (a) there is a problem validating the REA provided by Customer during provisioning, (b) Customer is located in an area that is not covered by the land line 911 network, or (c) Customer has Basic 911 or E911 service but these calls fail to complete and are routed to a PSAP for failover purposes.

iv. Notwithstanding any term or condition of the EPIC IO or its affiliates TOU or these 911 Terms to the contrary, Customer will only utilize EPIC IO or its affiliate's E911 and/or basic 911 services pursuant to these 911 Terms for Approved Uses.

v. Customer will ensure that End Users do not block their TTN on a device they are using when placing a 911 Call and the TTN shall be made available in the From/PAsserted-Identity SIP headers of the incoming SIP request.

vi. The parties acknowledge and agree that EPIC IO or its affiliates can only provide E911 call routing in territories where the PSAP or E911 Authority offers E911. All other 911 calls made by End Users successfully registered in EPIC IO or its affiliate's database will be routed using the ten digit outbound trunks or a 911 professional.

vii. Customer will provide EPIC IO or its affiliates with and keep current the correct and valid REA for each TTN for which the Customer desires 911 Services. The REA provided must include sufficient information to enable emergency responders to locate the End User and must comply with all Multi-line Telephone System ("MLTS") requirements applicable to Customer. For example, one MLTS requirement may be that for each End User and Subscriber located in a multi-floor building, Customer must include a floor or suite number as part of the REA. EPIC IO OR ITS AFFILIATES WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY DAMAGE, LIABILITIES, LOSSES, OR ANY OTHER CONSEQUENCES CAUSED BY CUSTOMER'S FAILURE TO KEEP ITS AND ITS END USERS' REA INFORMATION UPDATED. Customer will provide a TTN with every Subscriber and/or End User call presented to EPIC IO or its affiliates for processing. EPIC IO or its affiliates will have no obligation to provide 911 Services with respect to any Subscriber or End User call that does not include a TTN and will not be liable for any claims arising from any efforts undertaken by EPIC IO or its affiliates to provide 911 Services under such circumstances.

C. Customer Obligations. (i) Customer will be solely responsible for compliance with all applicable laws and/or other governmental requirements imposed or required by any state or other applicable governmental authority; and (ii) Customer will inform any party using (or any party that might use) the 911 Services of the difference between traditional 911 and VoIP 911 service in compliance with all applicable laws and/or other governmental requirements imposed or required by any governmental authority, including, without limitation, the Federal Communications Commission ("FCC"). For clarity, EPIC IO or its affiliates will not be responsible if 911 Service is unavailable due to loss of power; certain features may not be compatible with 911 service; and EPIC IO or its affiliates reserves the right to refuse provisioning or modification of features or service if such provisioning or modification adversely affects 911 service.

D. Customer Testing. Customer will be solely responsible to test the 911 Services after installation and periodically throughout the Term (as defined in Section 11.G.) and will notify EPIC IO or its affiliates if Customer notes any issues at any time with the Service. Customer agrees to test 911 Services and share the results of such testing at the request of EPIC IO or its affiliates.

E. Equipment; Connection; Customer's Responsibilities. EPIC IO or its affiliates will not provide any equipment or any electronic tools, except as may be expressly set forth in writing and executed by customer and EPIC IO or its affiliates. Customer must connect to EPIC IO or its affiliate's network in a manner and at locations determined by EPIC IO or its affiliates. Customer will, at Customer's sole cost and liability as between Customer and EPIC IO or its affiliates, be solely responsible for (i) providing and successfully installing any and all equipment, software and the like necessary for End Users to use any service offered or sold by Customer; and (ii) any and all support for any End User to which Customer offers or sells services. CUSTOMER WILL INDEMNIFY AND HOLD EPIC IO OR ITS AFFILIATES HARMLESS AGAINST ANY AND ALL CLAIMS AND EXPENSES RESULTING FROM THE FAILURE OF CUSTOMER OR END USERS TO COMPLY WITH THIS SECTION.

F. Charges and Rates. If applicable, Customer shall pay an additional fee per TTN, as indicated on the SOF, enabled to use the 911 Services ("911 Fee"). All payments made hereunder shall be made pursuant to the payment terms indicated in the SOF.

G. Term. The term of these 911 Terms shall be the same as the Service Period, as set forth in the SOF (the "Term").

H. DISCLAIMER. CUSTOMER ACKNOWLEDGES AND AGREES THAT EPIC IO OR ITS AFFILIATE'S EMERGENCY SERVICE IS INTERNET-BASED AND THAT INTERNET 911 SERVICES ARE DIFFERENT THAN THAT OF A TRADITIONAL WIRELINE SERVICE. CUSTOMER FURTHER ACKNOWLEDGES THAT THE EPIC IO OR ITS AFFILIATES EMERGENCY SERVICE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS A TRADITIONAL WIRELINE PHONE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, THE CUSTOMER MUST PROVIDE THE REA FOR THE ASSOCIATED TTN IN ACCORDANCE WITH THE USER DOCUMENTATION. CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM END USERS OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY ALSO BE END USERS THAT BASIC 911 AND E911



## WIRELESS SERVICE AGREEMENT with POTs Replacement Addendum

SERVICES WILL NOT FUNCTION IF THERE IS A SERVICE FAILURE DUE TO ANY OF THE FOLLOWING CIRCUMSTANCES: (A) POWER FAILURE, (B) SUSPENDED OR TERMINATED BROADBAND SERVICE, (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES, (D) USE OF CERTAIN FEATURES WHICH ARE NOT COMPATIBLE WITH 911 SERVICES, AND/OR (E) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. EPIC IO OR ITS AFFILIATES RESERVES THE RIGHT TO REFUSE PROVISIONING OR MODIFICATION OF FEATURES OR SERVICE IF SUCH PROVISIONING OR MODIFICATION ADVERSELY AFFECTS THE 911 SERVICES. CUSTOMER FURTHER ACKNOWLEDGES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF THE 911 SERVICES FROM A LOCATION OTHER THAN THE LOCATION INDICATED IN THE REA MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO AN EMERGENCY SERVICE PROVIDER NOT LOCATED NEAR THE END USER.

CUSTOMER ACKNOWLEDGES AND AGREES THAT EPIC IO OR ITS AFFILIATES, ITS UNDERLYING CARRIER, AND ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY OR ANSWERING OF 911 SERVICES OR IN RESPONDING TO 911 CALLS, NOR THEIR DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, OR AGENTS MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY, OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER.

I. Indemnification. The following apply in addition to the terms and conditions of the Agreement, including, without limitation, any applicable indemnity provisions: Customer agrees to release, indemnify, defend, and hold harmless EPIC IO or its affiliates, directors, officers, shareholders, employees, and agents from any claims, suits, proceedings, expenses, losses, liabilities, or damages ("Claims") by any party or parties arising out of the use or attempted use of EPIC IO or its affiliate's services by any person for purposes of placing 911 Calls, including (i) Claims of infringement or invasion of the right of privacy or confidentiality of any person or persons; or (ii) all other Claims arising out of any act or omission of Customer or any End User of Customer's services, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of the 911 Services, features and the equipment associated therewith, or by any services furnished by EPIC IO or its affiliates in connection therewith, including, without limitation, the identification of the TTN, address or name associated with the telephone used by the party or parties accessing 911 Services hereunder, the incorrect routing of any 911 Call, or the mishandling of any 911 Call by 911 professionals. Customer will defend EPIC IO or its affiliates against any such Claims and will pay, without limitation, all litigation costs, reasonable attorney's fees and court costs, settlement payments, and any damages awarded or resulting any such Claims.

J. Limitation of Liability. The following applies in addition to the terms and conditions of the Agreement, including, without limitation, any applicable limitations of liability:

(i) Customer agrees that EPIC IO or its affiliates, its directors, officers, shareholders, employees, and agents will not be liable for any loss or damage sustained by Customer or ANY End Users due to any failure in or breakdown of the communication facilities associated with providing the 911 Services, or for any delay, interruption, or degradation of the Services whatsoever absent gross negligence or willful misconduct by EPIC IO or its affiliates, its directors, officers, shareholders, employees, and agents;

(ii) in no event will EPIC IO or its affiliate's liability to Customer for any loss arising out of the 911 Services provided pursuant to these 911 Terms or any errors, interruptions, defects, failures or malfunctions of the 911 Services provided pursuant to these 911 Terms, including, without limitation, any and all equipment and data processing systems associated therewith, exceed an amount equal to the total amount paid by Customer to EPIC IO or its affiliates in the twelve (12) months preceding the claim. The parties waive any claim that these exclusions or limitations deprive it of an adequate remedy or cause the Agreement and/or these 911 Terms to fail of its essential purpose; and (iii) Customer further acknowledges, understands and agrees that EPIC IO or its affiliates has no control over how a foreign administration or third party carrier establishes its rules and conditions pertaining to international telecommunications service.

### ACCEPTED BY CUSTOMER:

Signature: \_\_\_\_\_

Must be signed by Owner, Partner or Corporate Officer

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**EPIC iO**

3463 Lakemont Blvd  
Ste 104B  
Fort Mill, SC 29708  
United States of America  
Brian Horacek  
brian.horacek@epicio.com

**Prepared For**

**Heather Gardens Association**

**Cody Swift**  
President  
cody@foretelsolutions.com

**Shipping Info**

Aurora | CO |  
USA

**Contract Length** 36 months  
**Billing Frequency** Monthly: From Billing Start Date  
**Payment Terms** Net 10

**Partner Agent** Foretel Solutions  
**Tech Services Distributor**

Summary

**Subscriptions**

Product	Quantity	Price per Unit	Price per Month
LTE POTS Replacement Lines of Service 2+ (POTS-2+LINES)	5	\$59.95 / unit	\$299.75
Rental - LTE POTS Hardware - CDS 9090 (CDS-9090-RENTAL)	1	\$0.00 / unit	\$0.00
Cost Recovery Fee (FEE-COST-RECOV)	5	\$1.50 / unit	\$7.50

**One-Time Fees**

Product	Quantity	Price per Unit	Total Price
POTS Activation Fee 2+ Lines (CON-FEE-ACTIVATION-POTS)	5	\$0.00 / unit	\$0.00
Express Saver 3 Day Shipping - Router (SHIP-R-EX-S-3DAY)	1	\$40.00 / unit	\$40.00

Monthly Total \$307.25  
One-Time Fees \$40.00

## General Terms

The Parties to this Agreement hereby accept the Terms and Conditions set forth in the Commercial Services Agreement in their entirety and hereby incorporate all these Terms and Conditions into the Agreement. Furthermore, the individual signing this Quote represents and warrants that he or she is duly authorized and are enforceable in accordance with the Terms and Conditions set forth in the Commercial Services Agreement.

## Taxes

Hardware & service charges may be taxable per state and federal law. If you are not subject to tax, the amount owed will be adjusted at time of purchase once a valid exemption certificate is provided.

## Additional Charges

Additional non-standard labor charges will require pre-approval by client. Other than a NAT Firewall, Security Services do not include customized Firewall configuration. Ask you sales rep for details. Signed CSA must be included with order. SLA applies only to Managed orders.

## Overages

Service plans above are subject to overage charges based on usage over the allotted amount. If allotment is exceeded, overage charges are accrued in the following month. Overage charges are based on customer plan. Standard pooled overage rate is \$15.00 per GB.



# Signatures

IN WITNESS WHEREOF, the Parties by their duly authorized representatives have executed this Agreement as of the Effective Date.

## Heather Gardens Association

Name: .....

Title: .....

Email: .....

Signed Date: .....

Signature:

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