

MEMORANDUM

TO: Office of the City Clerk

THROUGH: Lee Thames, City Attorney

FROM: Bill Ford, IT Specialist / Communications Director

Bill Ford

DATE: August 28, 2025

SUBJECT: Replacement of POTS Lines with Wireless Connections

AT&T has let us know that they will no longer provide standard telephone service beginning a little more than a year from now. This service, known as "POTS" or Plain Old Telephone Service, is the basic service we have used for years. We have known this for some time and have embarked on a program to replace most of the City's phone services with the latest technology such as VoIP and FAX over Internet.

We still have a few instances that utilize POTS. These include emergency phones in elevators and several call boxes for public use. The elevators are located at the Airport, Convention Center, City Hall, The Old Depot, and the Water Treatment Plant. Call boxes are located at nRoute offices and Catfish Row Park, which automatically connect the user to 911. Another call box is located at the Cemetery office, which connects a caller to the City Clerk's office for assistance when the Cemetery office is unoccupied.

To maintain compliance with state and federal requirements for emergency call services, and to ensure uninterrupted public safety access, I recommend replacing these remaining POTS lines with approved wireless/cellular solutions designed for emergency and special-purpose applications. This migration will ensure continuity of service, provide battery backup during outages, and reduce costs associated with legacy POTS.

Attached is a contract with Ooma Airdial for this service. Costs for the equipment and first month's service is \$729.12 and for each month after that the cost will be \$549.12. This represents an 80% cost savings over the POTS lines.

Action Requested

1. Approve migration of the remaining POTS-dependent lines to wireless/cellular pathways.
2. Place this item on the next Board of Mayor and Aldermen agenda for approval.



Terms and Conditions for AirDial & Enterprise Customers

Last Updated: August 1, 2025

These AirDial & Enterprise Terms (the “Terms”) are between you (“Customer” or “you”) and Ooma, Inc. (“Ooma”). These Terms govern your use of the Ooma AirDial POTS replacement device and any other telecommunications equipment or accessories specified in your Sales Quote (collectively, the “Equipment”), together with any Ooma Enterprise software or telecommunications services provided to you by Ooma in connection with your Sales Quote (“Services”). “Sales Quote” means the order document or other written agreement entered into between you and Ooma or between you and a third-party partner or reseller of Ooma. The Sales Quote controls in the event of a conflict with these Terms. These Terms and the Sales Quote, together with and any terms of service incorporated herein, form a binding, written agreement (the “Agreement”) between you and Ooma.

- 1. Shipment & Installation.** Equipment will be shipped to the Service Locations specified on the Sales Quote at Customer’s expense. Ground shipping is assumed unless otherwise stated on the Sales Quote. Title and risk of loss will pass to Customer upon tender of the Equipment to the carrier at Ooma’s facility. It is your responsibility to prepare any Customer locations at which Equipment and Services are to be used (“Service Locations”) in accordance with Ooma’s [Installation Terms](#), which are incorporated by reference herein.
- 2. Payment.** If you order Professional Installation services, all monthly recurring charges stated on your Sales Quote will begin to be billed on the date that Ooma completes your installation, or the Final Activation Deadline, whichever occurs earlier. If you have ordered guided installation services or will otherwise be self-installing your Ooma Equipment, all monthly recurring charges stated in your Sales Quote will begin to be billed 14 days after your equipment is shipped by Ooma, or the Final Activation Deadline, whichever occurs earlier. “Final Activation Deadline” means the date that falls 90 days after your signature of a Sales Quote. Monthly recurring charges are invoiced one month in advance (on the first

day of month) and non-recurring charges are invoiced in arrears. Payment is due net thirty (30) days after invoicing via wire transfer, ACH, Check, Money Order or Certified Funds. Customer may choose to receive invoices via email. Payment for any non-recurring charges, including installation, activation, or set-up fees, is non-refundable unless Ooma is unable to provide the applicable Equipment or Services.

3. **Failure to Make Payment.** Any payment not received from the Customer by the due date (except those under reasonable and good faith dispute) shall constitute a default by Customer. If Customer fails to cure a default within 10 days' notice, Ooma may terminate, suspend and/or discontinue Services without any further liability to Customer, including any liability for the discontinuation of any Services supporting life safety mechanisms. Upon default, interest shall accrue at the lower of 1.5% or the maximum rate permitted by law per month. Return or stopped payments may be subject to a service charge of \$100 per returned payment or deposit. Ooma reserves the right to pursue any other remedies for breach of this Agreement by Customer.
4. **Taxes and Regulatory Fees.** Ooma will have the right to charge Customer all authorized and applicable taxes and regulatory fees. Customer challenges to the assessment of taxes or fees by the applicable authority will not eliminate Customer's obligation to pay such taxes or fees. Any calculation errors by Ooma will not relieve Customer of its responsibility to remit payment.
5. **Customer Support.** Ooma will make support available to the Customer via its call center. Such support does not include: (a) on-site support; (b) implementation support; (c) customization of any End User equipment; (d) configuration of any device; (e) dedicated representative support; or (f) network or third-party equipment support. Please refer to Ooma's Service Level Agreement for information on Ooma's customer service hours and service-level commitments.
6. **Term.** The Equipment and Services are offered for the initial term stated in the Sales Quote. This "Initial Service Term" will begin on the first date that Equipment or Services are activated at the first of any Service Locations or, if delays are caused by Customer, the date Ooma was ready and able to activate such Equipment or Services. The term of the Sales Quote shall thereafter automatically renew for additional terms equal to the Initial Service Term (each, a "Renewal Term", and collectively with the Initial Term, the "Term") unless Customer provides notice of termination to enterprisesupport@ooma.com at least 90 days' prior to the expiration

of a Term. Ooma reserves the right to terminate this Agreement or any Services upon 30 days' notice prior to the expiration of a Term. If Customer adds any additional services or locations, the term for the additional Services shall be coterminous with the Term then in effect. New Service Locations require a new Sales Quote and new service term. Pricing is based on fulfillment of the entire Term. If Customer wishes to terminate the Services before expiration of the then-current Term, all monthly recurring charges and non-recurring charges due through the end of the current Term, including all taxes and Equipment charges, shall be due and payable within 30 days of the effective date of termination. The parties agree that these early termination charges are a reasonable estimate of anticipated actual damages and not a penalty.

7. **Termination.** Either Party may terminate this Agreement, if the other (i) fails to cure a material breach within 30 days' notice of breach; (ii) becomes insolvent or admits its inability to pay its debts; (iii) becomes subject to a bankruptcy proceeding and/or receivership; (iv) is dissolved or liquidated; and/or (v) makes a general assignment for the benefit of creditors. Ooma may also terminate this Agreement or any Services without notice or liability if Customer (i) materially breaches the terms of this Agreement and such breach cannot by its nature be promptly cured; (ii) violates the User Guidelines; or (iii) violates any law or regulation applicable to the Agreement. This may include the termination of any Services supporting emergency systems and/or life safety mechanisms. Ooma further reserves the right to terminate any impacted Services upon the termination, expiration, or non-renewal of an Ooma contract with a necessary third-party provider.
8. **License.** Ooma grants Customer a limited, revocable, non-transferable, sublicensable only to its End Users, non-resalable license and right to use (i) the Equipment; (ii) firmware or software embedded in Ooma Equipment in object code; and (iii) any voice communications services, software and/or applications provided to Customer by Ooma, solely within the United States and solely in strict accordance with this Agreement. As used herein, "End User" means the final user of Equipment or Services, making use of the Equipment or Services for its own purposes, including Customer employees, invitees, contractors, agents and any third parties who use the Services, whether or not authorized. The Services may not be used outside the United States absent a separate written agreement between Customer and Ooma.

- 9. Acceptable Use.** Customer agrees to comply with any law or regulation applicable to its use of the Equipment and Services, together with any Ooma policies regarding the acceptable use of Equipment and Services found in Ooma's [Acceptable Use Policy](#) or otherwise referenced herein ("User Guidelines"). You further agree to be bound by the [Ooma Voice & Messaging Terms](#) to the extent you purchase or use Ooma voice or messaging Services. Ooma reserves the right to limit, suspend, constrain, or terminate Services for prolonged inactivity, for use that violates User Guidelines, or if Ooma reasonably determines that doing so is necessary to protect networks from harm or degradation. Ooma may also throttle data speeds to manage overall data usage and overage charges may apply for excessive data use. Customer agrees to cooperate with Ooma in any commercially reasonable and/or legally required investigation into Customer's potential breach of applicable law or the User Guidelines, including by cooperating with government investigations or third-party audits required by Ooma. Any governmental determination regarding Customer will be binding on Customer. Customer may be subject to fines or penalties passed through Ooma by governmental authorities, carriers, or other third-parties. It is Customer's sole obligation to ensure its End Users agree to these Terms and the User Guidelines.
- 10. Regulatory Disclosures.** Ooma E911 Service (the "E911 Service") is a mandatory component of Ooma services and is only available in certain areas. Most End Users have access to either Basic 911 Service or Enhanced 911 Service. E911 Service is different in important ways from traditional landline 911 and wireless 911, depending upon where End Users are located and the device is used. By entering into these Terms, you agree to and acknowledge [Ooma's E911 Terms and Disclosures](#), which are incorporated by reference herein. They contain important information concerning the configuration of E911 services and possible circumstances that could impair your ability to access E911 services. PLEASE REVIEW. Additionally, it is End User's sole obligation to ensure its use of the Equipment and Services comply with applicable law or regulation, including those regarding "protected health information" ("PHI") such as the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act. Customer shall not use the Equipment and Services to transmit PHI unless otherwise agreed in writing between Customer and Ooma. OOMA DOES NOT REPRESENT AND WARRANT THAT END USER'S USE OF THE EQUIPMENT OR SERVICES WILL RENDER END USER OR ANY PARTY COMPLIANT WITH ANY LAW OR REGULATION AND EXPRESSLY

DISCLAIMS ANY LIABILITY TO CUSTOMER ARISING FROM ANY LAW OR REGULATION CONCERNING PHI.

11. Third Party Service Providers. Equipment and Services may be used together with products and services from third-party providers pursuant to any terms that such providers may require. Customer does so at its own risk and Ooma has no obligation to provide customer support for third-party products and services. By entering into these Terms, Customer and its End Users understand that they are not contracting with any of Ooma's third-party providers, and that neither Customer nor End User are a third-party beneficiary of any contracts between Ooma and any third-party. Ooma's third-party providers make no representation or warranty to you regarding their services or products, and shall have no legal, equitable, or other liability of any kind to you. Customer and its End Users must comply with any terms and conditions of any applicable third-party provider.

12. Damage to Equipment. Customer may need to purchase or rent new Equipment if Equipment, or any third-party equipment necessary for the installation or operation of Equipment, becomes lost, damaged, or stolen. Customer shall notify Ooma immediately if Equipment or Services provided by Ooma is stolen or used in an unauthorized manner. Customer's failure to do so may result in termination of this Agreement or additional charges. Customer shall be solely liable for all costs and damages arising to the unauthorized use of the Equipment and Services, including attorneys' fees. Ooma reserves all rights to proceed against unauthorized use of the Equipment and Services.

13. Connectivity. Ooma products and services require the ability to transmit data through public and private third-party networks and carriers ("Third-Party Networks"). Use of Third-Party Networks may require approval of the owners or operators of such Third-Party Networks and will be subject to any terms and conditions they may establish. Ooma does not own or control the Third-Party Networks and is not responsible or liable for the performance or non-performance of the Third-Party Networks, or within interconnection points between the Services and the Third-Party Networks. Circuit installation charges only include access to the building entry point. Any additional charges required by the Third-Party Networks to connect the circuits from the building entry point to the telecommunications room are Customer's responsibility. Customer and End Users may not sell, lease, license, rent or assign access to Third-Party Networks or any Equipment without the express written consent of Ooma. This Agreement does not create an ownership interest in

Equipment or Services, including ancillary wires, lines, circuits, or any other products or services.

14. **Privacy & Security.** Customer is responsible for implementing and maintaining appropriate security measures for devices and network environments that access the Equipment or Services. In the event of a security breach affecting Ooma systems, Ooma will notify Customer as required by applicable law. Ooma employs commercially reasonable efforts to minimize the risk of any loss in privacy when using the Services. However, Ooma cannot guarantee that End User's communications are completely secure, including those using the public internet or Third-Party Networks. It is End User's responsibility to protect the security of their personal information, login information, Content and unique identifiers (including associated passwords). Please refer to our [Privacy Policy](#), which is incorporated by reference herein, for additional information. As used herein, "Content" means any communications, messages, data, text, media, or other information transmitted, stored, or processed through the Equipment or Services. In order to customize products and services or comply with applicable law or regulation, Ooma reserves the right to store, analyze, use, and publicly disclose aggregated information regarding customer product use, including information regarding calling destinations and patterns or online activity.
15. **Marketing.** Ooma reserves the right to use Customer's and End User's name and logo to identify it as an Ooma customer. Ooma may also send announcements or promotional materials via e-mail, SMS, text, or mail to Customers and End Users. Customer and End User may opt-out by contacting customer service. Ooma attempts to describe its products, services, pricing, and availability accurately but does not warrant that information on its website or promotional materials is error-free. References to "free" service exclude taxes and fees. Additionally, references to "free" service, "service for life," or "unlimited" service, shall be narrowly construed as allowing Customer and End User to make calls within the U.S.A. within acceptable usage limitations and the terms and limitations of this Agreement.
16. **Limited Warranty.** Ooma assigns to Customer all manufacturer-permitted and assignable warranties for Equipment (the "Limited Warranty"). Any Equipment that does not include a limited warranty from its manufacturer is provided "as is." This Limited Warranty does not cover the cost of shipment for R.M.A. requests or other claims. Only Customer is authorized to exercise rights under this paragraph. This section sets forth

Customer's sole remedy and Ooma's entire liability for any Equipment defects and/or failures.

17. **Reliability.** Ooma does not warrant that Equipment or Services will be adaptable to your use case or be error-free. Proper functioning is dependent on several factors outside of Ooma's control, including the transmission of data through End User's Wi-Fi® network, enabled wireless device, and broadband internet access or optional cellular backup, for which neither Ooma nor any carrier is responsible. Access may be interrupted, delayed, refused, or otherwise limited for a variety of reasons, including insufficient coverage, power outages, termination of access, environmental conditions, interference, non-payment of fees or charges, unavailability of radio channels, system capacity, upgrades, repairs or relocations, and priority access by emergency responders in the event of an emergency (collectively, "Service Interruptions"). Service Interruptions may occur without prior notice or result in the Services being unreliable or unavailable. In the event of service disruptions or outages, Customer's sole remedy, and Ooma's sole obligation, shall be to provide the service level credits and/or remedies for the applicable Service in accordance with the Service Level Agreement attached hereto as Exhibit A (the "Service Level Agreement"). Ooma may update the Service Level Agreement from time to time.
18. **Indemnity by Ooma.** Except as otherwise set forth herein, Ooma agrees to defend, indemnify and hold harmless Customer against any third-party losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including reasonable attorneys' fees) ("Losses") arising out of: (i) the personal injury or death of any person or the damage or loss of any tangible property located at Customer's and/or End User premises arising from any grossly negligent or willful acts or omissions of Ooma; or (ii) Ooma's material violation of any applicable law or regulation.
19. **Indemnity by Customer.** Customer and End User agree to defend, indemnify and hold harmless Ooma and its officers, directors, employees, affiliates, agents, assigns, and any other service providers who furnish services to Ooma or Customer in connection with the use of the Ooma Equipment and Services, against any third-party Losses arising out of: (i) any act or omission of Customer or any End Users; (ii) Customer's breach of this Agreement or End User's breach of the applicable provisions of this Agreement; (iii) any claim by any employee or invitee of Customer or End Users other than a claim based on the gross negligence or willful

misconduct of Ooma; (iv) any claims for infringement of any intellectual property rights arising from or in connection with the Customer's or End User's use of the Equipment or Services; (v) any Equipment or Service outage, failure, or disconnection, including any inability of Customer or any End User to be able to call 911 or access emergency services; and (vi) violation of any applicable law or regulation by Customer or End Users.

20. Conditions of Indemnity. Each party's right to seek indemnification from the other is expressly conditioned on the following: (i) the aggrieved party shall promptly notify the indemnifying party in writing of the claim; (ii) the indemnifying party shall have sole control of the defense and all related settlement negotiations with respect to the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the aggrieved party of all liability); and (iii) the indemnified shall cooperate fully to the extent necessary, and execute all documents necessary for the defense of such claim.

21. LIMITATION ON LIABILITY. Except as expressly provided herein, the Equipment and Services are provided on an "AS IS" and as available basis. Aside from the Limited Warranty, OOMA DOES NOT MAKE, AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF BUSINESS, LOST PROFITS, OR LOST REVENUE, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY UNDER WHICH THEY ARE SOUGHT, REGARDLESS OF WHETHER ANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES WILL OOMA BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR CUSTOMER'S OR END USER'S ACCOUNT(S). OOMA FURTHER DISCLAIMS ALL LIABILITY ARISING OUT OF CUSTOMER'S OR END USER'S FAILURE TO (A) ENTER CORRECT INFORMATION WHILE PROGRAMMING THE EQUIPMENT, (B) TEST THE FUNCTION AND RANGE OF THE EQUIPMENT AND SERVICES, (C) CHARGE THE EQUIPMENT, (D) INSTALL, CONFIGURE, MAINTAIN, OR OPERATE THE EQUIPMENT IN COMPLIANCE WITH APPLICABLE REQUIREMENTS, (E) PROVIDE BACKUP POWER, INTERNET, OR CELLULAR SERVICE, OR (F) ABSTAIN FROM UNINTENDED USE OF THE EQUIPMENT OR SERVICES, AS DETERMINED BY OOMA IN ITS SOLE DISCRETION. OOMA SHALL

HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM LOSS OF POWER TO END USERS; INSTALLATION WORK PERFORMED BY CUSTOMER, END USER, OR THIRD PARTIES; OR ANY ACT OR OMISSION BY CUSTOMER, END USER, OR ANY PERSON USING THE EQUIPMENT OR SERVICES PROVIDED TO CUSTOMER OR END USER; EQUIPMENT, NETWORK OR FACILITY FAILURE; AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, OR OTHER THIRD PARTY, INCLUDING BLOCKING OF PORTS BY END USER'S INTERNET SERVICE PROVIDER OR OTHER IMPEDIMENT TO THE USE OF THE EQUIPMENT OR SERVICES CAUSED BY ANY THIRD PARTY; OR ANY OTHER CAUSE THAT IS BEYOND OOMA'S REASONABLE CONTROL. OOMA'S AGGREGATE LIABILITY FOR DAMAGES HEREUNDER, INCLUDING ACTS OR OMISSIONS RELATED TO THE SERVICES OR 911 DIALING, SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO OOMA IN THE MONTH PRECEDING THE CLAIM AT ISSUE. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE CLAIM.

22. Governing Law. This Agreement is governed by the laws of California without regard to its conflict of law provisions. Any court proceeding to enforce an arbitration award or otherwise permissible herein shall be brought in Santa Clara County, California. Customer submits to the personal, exclusive jurisdiction of such courts and waives any objection as to venue or inconvenient forum.

23. Mandatory Binding Arbitration; Waiver of Jury Trial. Any dispute, claim, or controversy arising out of this Agreement, or its interpretation or validity, including the scope or applicability of this arbitration clause, shall be submitted to arbitration in Santa Clara County, California before one arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and the Expedited Procedures within those Rules. Each party will be responsible for paying its own filing, administrative, and arbitrator fees. The arbitrator's award shall include costs of arbitration, reasonable attorneys' fees, and reasonable costs for expert and other witnesses. Judgment may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Customer and Ooma further agree that each may bring suit in court to enjoin a breach of confidentiality or infringement of intellectual property rights. No action against either party arising out of this Agreement may be brought by the other party more than one year after the cause of action has arisen. 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 OOMA AGREES OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. CUSTOMER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER 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.

24. **Modifications.** Unless otherwise prohibited by applicable law or agreed in a Sales Quote, Ooma reserves the right to change this Agreement or any other terms and conditions, with or without notice. Changes may include feature, price, fee, or rate changes, new or modified policies, and new usage limits. Ooma may also, without prior notice, discontinue features of the Service. To the extent notice is provided, it may appear on Ooma's website, on your account page, or in another form chosen by Ooma. Modifications will become effective and will be deemed accepted by Customer or End User upon Customer's or End User's continued use of the affected services. Ooma may also, at its sole discretion, provide updates or upgrades to its firmware, software or applications, including remote changes.
25. **TCPA Consent & Privacy.** Customer and End User consent to be contacted by Ooma or third-parties designated by Ooma for any purposes arising out of Ooma's service offerings, at any telephone number or other address Customer provides. Ooma may contact Customer or End User in any way, including through automated messaging, and in any form, including SMS text messages, emails, and prerecorded calls. An agent or representative may leave a message. Customer and End Users warrant and represent that the End User telephone numbers and other addresses provided to Ooma are correct and that they are permitted to receive calls at each of the telephone numbers it has provided. Customer will promptly alert Ooma if it or its End Users stops using or change a particular telephone number or other address. Ooma may listen to and/or record phone calls between Customer and/or End Users and Ooma representatives for training, quality monitoring, or other purposes without further notice to you. Ooma may provide third-party providers with information related to Customer's or End Users' accounts, including without limitation Customer's or End User's 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 and/or End Users, (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 or End Users 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. Customer and End Users affirmatively consent to and authorize this use of CPNI by Ooma and its third-party providers. Customer and End Users have the right to withhold authorization of this disclosure and use of their CPNI without affecting the provision of any service(s) to which they currently subscribe. Customer’s and End Users’ CPNI authorization is effective until revoked. Customer and End Users may terminate CPNI authorization from Ooma at any time by contacting Ooma customer support. Customer and End Users may opt out of marketing communications from AT&T as set forth in [AT&T’s privacy policy](#). Customer and End Users can opt-out of this provision by contacting customer service.

26. Ooma Meetings. Certain Service plans include Ooma Meetings or allow you to purchase Ooma Meetings as an add-on service. You are solely responsible for all Content you or your End Users transmit, display, or upload using Ooma Meetings and for complying with all law and regulation applying to the Content and/or your use of videoconferencing services, including all requirements to seek consent prior to recording or transcribing live meetings and/or seek the consent of third-parties prior to transmit, displaying, or uploading Content. You are also responsible for the activities of all hosts and participants who use Ooma Meetings, including maintaining the security of End User identification number and passwords, and assuring that your End Users comply with this Agreement. Ooma Meetings is not a storage service and we reserve the right to delete any Content stored by us at any time, in our sole discretion. Notwithstanding anything to the contrary herein, Ooma Meetings is provided as-is and expressly excluded from any service-level agreement provided to you.

27. Service Limitations. Ooma is not an alarm company and is not responsible for the functionality of End User’s alarm or emergency systems. It is End User’s sole obligation to test the Equipment and Services for proper operation with its alarm or monitoring provider.

Although Ooma AirDial may be used to support elevator lines and fire or other life safety lines, limitations may apply at certain service locations, and it is End User's responsibility to assure such locations have adequate backup connection(s). Wireless devices depend on radio and will not function when not in range of the required radio signal. Even within the appropriate service area, the availability and quality of Service may be affected by factors beyond our control, such as network capacity, terrain, power failures, surrounding structures, or weather.

- 28. Terms Applicable to Rentals.** Customer shall maintain and repair any Equipment leased or rented from Ooma ("Rental Equipment") at its own expense and bears any risk of loss, damage, or theft, including lost shipments. Customer must immediately notify Ooma if Rental Equipment is lost, damaged, or stolen, and will bear the cost of replacement plus \$50 if: (i) Rental Equipment is lost, damaged, or stolen; (ii) Customer (or End User) fails to promptly return Rental Equipment when due; or (iii) Customer is in default of any payment obligations. Ooma reserves the right to take possession of Rental Equipment if Customer is in material breach of this Agreement, without demand or legal process, and Customer hereby waives any damages occasioned by such repossession, including those caused by any third-party providers. Customer's rental constitutes a true lease under the UCC and not a sale of equipment subject to a security interest. Ooma is entitled to all deductions, credits, or other tax benefits provided by applicable law to the owner of property and Customer must not take any action that would result in Ooma's disqualification for such benefits. Rental Equipment shall be personal property and not a fixture under applicable law, even if attached to real property or any improvements.
- 29. Force Majeure.** Neither party will be liable for any failure or delay in its performance under this Agreement (except for any obligations to make payments) due to a Force Majeure. "Force Majeure" means any cause beyond a party's reasonable control, including natural disasters, governmental orders or actions, war, terrorism, pandemic, labor disputes, cyber-attacks, network or facility failure, or any act or omission of any underlying carrier, service provider, vendor, or third party, including blocking of ports by a high-speed internet service provider. An event will not qualify as a Force Majeure if the delayed party fails to give the other party commercially reasonable notice of the delay or fails to use commercially reasonable efforts to correct the failure or delay.

30. **Assignment.** Customer may not assign its rights or delegate its duties under the Agreement without the Ooma's written consent. If a party acquires all or substantially all of Customer's assets, Customer agrees and understands that its assignment of this Agreement is conditioned on Customer's designated assignee agreeing to be bound by the terms of this Agreement and completion of a Service Takeover Authorization Form. This Agreement will bind and inure to the benefit of each party's successors and permitted assigns.
31. **Miscellaneous.** No waiver or proposed modification or amendment to any provision of this Agreement shall be effective unless agreed in writing between Customer and Ooma. Neither party's failure to enforce any right afforded to it under this Agreement shall be a waiver of that right. This Agreement, together with any incorporated exhibits, agreements, and terms of service represent the entire agreement of Ooma and Customer respecting, and supersede all prior written and/or oral communications regarding, the subject matter of this Agreement. This Agreement expressly excludes any additional terms that Customer may present to Ooma in any form, including those located in a Customer purchase order or other Customer-generated document. If any portion of this Agreement is ruled unenforceable by a judicial body, all remaining provisions shall be unaffected, and this Agreement will continue in full force and effect. Any singular term in this Agreement includes the plural, and vice versa. As used herein, "include," "includes" or "including" mean "including without limitation." Ooma's Equipment and Services are subject to different regulatory treatment than a telecommunications service. This treatment may limit or otherwise affect Customer's rights of redress before regulatory agencies. Notices to Ooma, or notices to you regarding breach or termination of this Agreement, must be in writing and will be deemed given if delivered personally, by confirmed email or facsimile, or on the third day after mailing by first-class, registered or certified mail, postage prepaid to the other Party at the addresses provided in the Sales Quote or otherwise designated in writing.

Exhibit A

Ooma Service Level Agreement

Ooma provides the following service-level agreement ("SLA") for Customer and its individual End User Locations:

- a. Ooma agrees to respond to all SLA-related inquiries within the stated time frames, below, 95% of the time in each calendar month:

| Contact Hours | Urgent Priority Initial Response | Medium Priority Initial Response | Low Priority Initial Response |
|---|---|---|--|
| Monday – Friday, 5 am to 5 pm PT; Saturday, 6am – 2pm PT | 1 hour | 4 hours | 24 hours |
| All other dates/times & holidays | 4 hours | Next Business Day | Next Business Day |

- b. In each End User Location where Ooma provides access to the Service, a guarantee of 99.999% service uptime will be provided accordingly. “End User Location” means any single location where a Customer End User receives Services. Subject to the following limitations, in any calendar month in which at least fifteen (15) minutes of downtime occurs at an End User Location, Ooma shall provide credits to the Customer as shown below (the “Service Credits”).

| Minutes of downtime | Amount of Service Credit |
|----------------------------|---------------------------------|
| 15-30 minutes | 1 day credit |
| 31-60 minutes | 2 day credit |
| 61-120 minutes | 4 day credit |
| 121-240 minutes | 6 day credit |
| Over 241 minutes | 8 day credit |

- c. Service downtimes in multiple End User Locations cannot be combined and Service Credits will only be calculated based on the minutes of

downtime for each End User Location.

- d. Service Credits will be applied against future payments due to Ooma.
Service Credits will not entitle Customer to any refund or other payment from Ooma and may not be transferred or applied to any other account or End User Location or exchanged for, or converted to, monetary compensation. Customer's sole and exclusive remedy for any unavailability, non-performance, or failure by Ooma to provide the Services is the receipt of a Service Credit in accordance with the Terms. In order to receive any of the Service Credits described above, Customer must notify Ooma by email or otherwise in writing within thirty (30) days from the time Customer becomes eligible to receive the Service Credits.
- e. Service Credits do not apply in the case of performance issues caused by:
 - (i) factors outside of Ooma's reasonable control; (ii) any actions or inactions of Customer or any third parties; (iii) site electrical and internet outages; or (iv) malfunctioning hardware managed and owned by the Customer, such as Customer's Broadband Connection or Broadband Modem.
- f. Ooma cannot guarantee any quality of service using Customer's Broadband Connection or Broadband Modem, nor can we monitor the health of the Broadband Modem circuit. Any call quality or Broadband Connection related issues will not be Ooma's responsibility, nor does Ooma have the ability to improve the call quality. Ooma will undertake to provide its own dedicated voice circuits with Ooma provided modems and routers, and when available Ooma will migrate the voice services to these circuits, after which Ooma's SLA shall apply. Ooma cannot provide any assurances that any Customer-furnished switch will interoperate properly with Ooma's equipment. If Ooma cannot successfully utilize Customer-furnished devices, Ooma will provide a suitable PoE switch that has been certified with the Ooma network, and this will be done at the Customer's expense.

**City of Vicksburg
Addendum to Quote #28001**

The Ooma Terms and Conditions for AirDial and Enterprise Customers dated August 1, 2025 are amended as follows to comply with certain requirements under Mississippi law. All other terms and conditions at www.ooma.com/legal/terms-and-conditions-for-airdial-enterprise-customers/ (as amended from time to time) will apply.

Section 19 (Indemnity by Customer)

This section is deleted.

Section 21 (Limitation on Liability)

Section 21 is amended as follows:

1. LIMITATION ON LIABILITY. Except as expressly provided herein, the Equipment and Services are provided on an "AS IS" and as available basis. OOMA FURTHER DISCLAIMS ALL LIABILITY ARISING OUT OF CUSTOMER'S OR END USER'S FAILURE TO (A) ENTER CORRECT INFORMATION WHILE PROGRAMMING THE EQUIPMENT, (B) TEST THE FUNCTION AND RANGE OF THE EQUIPMENT AND SERVICES, (C) CHARGE THE EQUIPMENT, (D) INSTALL, CONFIGURE, MAINTAIN, OR OPERATE THE EQUIPMENT IN COMPLIANCE WITH APPLICABLE REQUIREMENTS, (E) PROVIDE BACKUP POWER, INTERNET, OR CELLULAR SERVICE, OR (F) ABSTAIN FROM UNINTENDED USE OF THE EQUIPMENT OR SERVICES, AS DETERMINED BY OOMA IN ITS SOLE DISCRETION. OOMA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGES RESULTING FROM LOSS OF POWER TO END USERS; INSTALLATION WORK PERFORMED BY CUSTOMER, END USER, OR THIRD PARTIES; OR ANY ACT OR OMISSION BY CUSTOMER, END USER, OR ANY PERSON USING THE EQUIPMENT OR SERVICES PROVIDED TO CUSTOMER OR END USER; AN ACT OR OMISSION OF AN UNDERLYING CARRIER, SERVICE PROVIDER, VENDOR, OR OTHER THIRD PARTY, INCLUDING BLOCKING OF PORTS BY END USER'S INTERNET SERVICE PROVIDER OR OTHER IMPEDIMENT TO THE USE OF THE EQUIPMENT OR SERVICES CAUSED BY ANY THIRD PARTY; OR ANY OTHER CAUSE THAT IS BEYOND OOMA'S REASONABLE CONTROL.

Section 22 (Governing Law)

Section 22 is amended to indicate that Mississippi law (not California law) applies to the Agreement.

Section 23 (Mandatory Binding Arbitration; Waiver of Jury Trial)

Section 23 is amended as follows:

Dispute Resolution. Parties may attempt to resolve disputes through non-binding mediation. However, either party may seek resolution through a competent court of appropriate jurisdiction. Customer and Ooma further agree that each may bring suit in court to enjoin a breach of confidentiality or infringement of intellectual property rights. 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 MEDIATION, AND, UNLESS OOMA AGREES OTHERWISE, THE MEDIATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. CUSTOMER AGREES THAT, BY ENTERING INTO THIS AGREEMENT, CUSTOMER AND OOMA ARE EACH WAIVING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

Name: _____

Authorized signature: _____

Date: _____

Ooma Authorized signature: Kathy Mazza

Date: 08/28/2025



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

Tara Brown
City Of Vicksburg (mississippi)

Quote Summary

| | |
|----------------------|--------------|
| Account Number | R232-0032168 |
| Quote Number | 28001 |
| Quote Date | 08/12/2025 |
| Quote Expiry On | 09/11/2025 |
| Service Term [Month] | 36 |

Billing Address: PO Box 150
Accounts Payable
805 South Street
Vicksburg
MS
39180
USA

Service Address: Multiple

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 |
|---------------------------------|------------|----------|----------|
| Rental: Ooma AirDial | \$15.00 | 8 | \$120.00 |
| Ooma AirDial Service (Per Line) | \$39.95 | 9 | \$359.55 |
| | | | \$479.55 |

Non-Recurring Charges

| Item Description | Unit Price | Quantity | Amount |
|--------------------------------------|------------|----------|----------|
| Fee: AirDial Self Installation | \$0.00 | 8 | \$0.00 |
| Set Up: AirDial Setup Fee (Per Line) | \$20.00 | 9 | \$180.00 |
| | | | \$180.00 |

Regulatory Taxes & Surcharges for Monthly Recurring Charges

| Description | Amount |
|---|---------|
| WARREN CO. 911 SURCHARGE | \$9.00 |
| FEE: REGULATORY RECOVERY FEE (RRF) - AirDial | \$16.29 |
| MS STATE 911 SERVICE CHARGE | \$0.45 |
| FEE: E911 SERVICE FEE - AirDial | \$9.00 |
| FEE: LOCAL INTERCONNECT RECOVERY FEE (LIRF) - AirDial | \$34.83 |
| | \$69.57 |

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.

By signing below, Customer also acknowledges that they have read and understand the contents of the Emergency Calling Notice located at <https://www.ooma.com/legal/emergency-calling-notice/>.

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 : _____