



Telephone Answering Service Starter Package

(5) Seat Package with Omni Channels and AI Components

Includes:

- (2) Inbound voice campaigns with Dispatch and Auto Dispatch
- (1) Webchat with Surveys and Callback options
- (3) SMS campaigns for Appointment Reminders and Marketing
- (1) Internet of Things (IoT) inbound email campaign, handling emailed machine alarms, with On Call lookup and Dispatch



Nextiva Service Delivery

Submitted by:
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Revision 1.0
September 22, 2025

Project Summary

This Statement of Work ("SOW") describes the services (the "Services") to be performed by Nextiva, Inc. ("Nextiva") for Answering Service ("Customer") (collectively "Parties"). This SOW may not be modified or amended except in writing signed by a duly authorized representative of each party. All Services provided under this SOW are subject to the underlying Nextiva Service Agreement entered into between Nextiva, LLC and Answering Service (the "Agreement"), as well as Nextiva's Terms and Conditions, available at <https://www.nextiva.com/legal.html>, including, but not limited to, [Nextiva Service Delivery Terms and Conditions](#) (collectively, the "T&Cs"). In the event of any conflict between the T&Cs and this SOW, the terms of this SOW shall control. Any additional or different terms proposed by Customer are rejected unless expressly agreed to in writing by Nextiva. Capitalized terms used in this SOW and not otherwise defined shall have the meaning indicated in the Agreement.

This SOW is effective upon the date last signed below (the "Effective Date"). The terms, conditions and pricing listed in the SOW shall be valid for a period of thirty (30) days from the date that this SOW is provided by Nextiva to Customer and will expire unless executed by the Parties prior thereto.

Unless specified in this SOW, regardless of service offering, **Nextiva service delivery deliverables are limited to configuration, training, and advisory of Nextiva and associated partner products only.** Custom software development and solutions that are not supported by configurable Nextiva and corresponding partner products are not in scope for any service offering and will not have a defined deliverable. Examples of custom software development solutions not in scope with no deliverable, at any time include, but are not limited to:

1. Purchase, build, and ongoing support of third-party applications and systems that are needed to enable desired functionality. (e.g. Azure/AWS/GPC functions, IPaaS, Dialogflow, etc.)

2. With the exception of integrations service, custom software development of Nextiva products and partner products. (e.g. Anything written in software development coding language: React, Angular, Java, PowerShell, etc)
3. With the exception of managed services, ongoing support of additional configuration / administrative needs after deliverables are met and project is “done”.
4. Except as expressly set forth in this SOW, repair, technical or troubleshooting services or any other service for third-party products, software or services.
5. Any other service(s) not expressly set forth in this SOW.

Scope of Work and Description of Individual Service(s)

1. **Nextiva Service Delivery: Contact Center Implementation** - Nextiva will provide an assigned Solutions Delivery Consultant to work on the Contact Center Deployment. The Solutions Delivery Consultant will be responsible for delivering on the items defined below.

Description	Comment
Nextiva will configure up to (2) inbound Voice Campaigns	<ul style="list-style-type: none"> ● Nextiva will procure new DID/TFNs for the Campaigns, or the Customer may port existing DID/TFNs to Nextiva. ● Nextiva will configure approximately 5 Users on the platform. ● Nextiva Users will be configured to use a standard Nextiva User Profile, either Agent, Supervisor, or Administrator. ● Users will utilize Nextiva’s standard WebRTC telephony option, to handle calls via their Chrome browser. ● Nextiva Users may make manual Outbound Voice calls from any of the Campaigns. ● All voice traffic may be recorded. ● All Nextiva Users are based in the Continental U.S., and take or make calls to customers in the U.S. ● Workflow may include DTMF-based IVR menus, greetings and messages, and other recorded media.

	<ul style="list-style-type: none"> • Prompts may be created with standard Nextiva Text-To-Speech features or may be uploaded to Nextiva in mp3 format. • Workflow may include After Hours and Holiday treatment. After Hours/Holiday treatment may include options to leave Voicemail and/or Callback Requests. • In the event of a disconnect, and the caller calls back in, they will be routed to the same agent the disconnected from • Inbound callers being routed to an announcement, then being presented with options to receive an SMS with: <ul style="list-style-type: none"> ■ Lease Link ■ Service Request Link ■ Speak to an agent <ul style="list-style-type: none"> ○ Customer will be responsible for providing static links during implementation • Agents additionally call a separate campaign to call out or notify Answering Service customer of late arrival: <ul style="list-style-type: none"> ○ Inbound callers will be played a prompt, then asked to verify with EmployeeID, then subsequently asked to confirm their name ○ Once an inbound caller is validated, they will have the option to mark themselves as: <ul style="list-style-type: none"> ■ Absent ■ Tardy ■ Other ■ External Transfer
Nextiva configure one (1) Web Chat Campaign with Customer and Agent Surveys, with option for web-based Callback Request.	<ul style="list-style-type: none"> • Customer Surveys may contain text, images and form elements to collect information from the website visitor. • Customer Surveys will include a button to initiate a Chat or Callback Request to Queues in Nextiva. • Customer will provide Nextiva with requirements for Customer Surveys. • Customer will implement Customer Surveys on their own web pages.

	<ul style="list-style-type: none"> ● Agent Surveys will display all data entered by the website visitor, and will in other respects closely mirror the Agent Surveys developed in below ● Inbound chatters will be able to route directly to an agent, potential lease information, or request a service appointment ● Based on the above question, customer will then be presented with a series of questions, and subsequently transferred to an agent after successful completion of the workflow ● See appendix C for additional workflow detail
Nextiva will configure up to three (3) SMS campaign for use in outreach and appointment reminders	<ul style="list-style-type: none"> ● All, or a subset, of DID's procured by Nextiva for the project may be enabled for SMS. <ul style="list-style-type: none"> ○ Nextiva will provide Customer with a 10DLC form which Customer will complete. ○ The 10DLC form is required by Nextiva's carrier partners to validate Customer's method of obtaining "opt-in" from customers receiving SMS messages. ○ Nextiva will submit the 10DLC form for Customer. Carrier partners typically take 2-3 weeks to review and approve the 10DLC registration. ○ Customer will need to ensure opt-in to SMS campaigns for 10DLC registration ● Outbound SMS may be sent manually, or via CSV upload for outbound messages ● Returned SMS messages may either be distributed to an agent, or ask a customer to respond with a simple response (Y, N, Reschedule, etc) ● Text messages may contain static links, or simple messages in the outbound campaigns ● SMS messages may also redirect customers to a web chat, a continued

	SMS conversation, or put them in the queue for agent outreach
To support automated IOT email handling, Nextiva will configure up to one (1) inbound email campaign	<ul style="list-style-type: none"> • Customer's Email system is TBD by customer (e.g. Azure, Gmail, etc.) • Nextiva will use Customer's Email Account credentials to receive Inbound Email and send Outbound Email. • Inbound emails will trigger an outbound workitem to engage on-call technicians, and will remain open until one of the on-call technicians accepts the workitem • Additional escalation & overflow logic may be created in the event that no on-call technicians accepts the workitem • See appendix C for additional workflow detail
Nextiva will configure Standard Historical Reports, Real-Time Dashboards, and Homepage Widgets.	<ul style="list-style-type: none"> • Nextiva Standard Historical Reports may be scheduled for automatic distribution to email addresses. • Development of "Generic Query" templates and custom reports is out-of-scope, and may be addressed in a separate SOW.

Out of Scope

A summary of related items that are not in scope of this Project:

- This Project is focused on a configuration of a new Nextiva Contact Center tenant for Answering Service. Delivery of other standard or custom Nextiva Contact Center features not described in this SOW, including but not limited to Integration with other Third-Party systems, and Custom Reporting and Dashboards, is not included in the Project. Additional configuration and/or development may be addressed in a separate Statement of Work, with an additional cost based on actual effort.

CCaaS Project Success / Completion Milestones

Nextiva has identified 5 Critical milestones for a successful Service Delivery Engagement.

1. Post-Sale Kick off-call with Customer Complete
2. Consultation / Scope Review
3. Build & Configuration
4. Training
5. Project Closure Meeting with Customer

For purposes of clarity, the Project Overview is as below:

1. Kick Off / Consultation
 - a. Defining Campaign Requirements
 - b. User Requirements
2. Acceptance Criteria for Call Flow / User Requirements
 - a. Acceptance criteria will be mutually agreed to as part of the kick off and consultation process.
 - b. Customer has five (5) business days to sign off from date of submission from Nextiva.
3. Call Flow Provisioning
 - a. Defined in Acceptance Criteria
 - b. Customer has five (5) business days to sign off from date of submission from Nextiva
4. User Provisioning
 - a. Provision Nextiva service to all users on Customer's account
 - b. User provisioning is completed when substantially all the users are set up per User Requirements in acceptance criteria
5. Network Check
 - a. Review of Customer network configuration and speed test
 - b. Customer is responsible for any changes to its network that are necessary for operability of Nextiva CCaaS Platform.
 - c. [Refer to this Guideline on Network Requirements](#)

6. Training
 - a. User and administrator training (up to two hours).
 - b. Self-help training is available at Customer's convenience.
 - c. Training is completed upon the fulfillment of training requirements or Customer's refusal.
7. Porting
 - a. Customer has ten (10) days from the Effective Date to submit LOA Request.
 - b. Porting activities are completed with Firm Order Commitment of port (Key Date)
 - c. From Firm Order Commitment (FOC), porting is anticipated to be completed within fifteen (15) business days.
8. Transition to Account Management
 - a. Closure Meeting
 - b. Transfer Customer to account management team.

Commented [TH1]: Unlimited access to Online User, Supervisor, Administrator training (Recommended to complete in advance of Live Training).

Project Success / Acceptance / Completion / Go Live Criteria

CCaaS

The Service Delivery team will clearly define acceptance criteria with customer during the CCaaS project kick off meeting. Acceptance criteria will be used to clearly define successful outcomes within the scope of the service purchased by the customer.

For the context of "Success" and/or "Go Live", Nextiva and the customer mutually agree on the following:

1. Campaign / User Requirements built as defined in acceptance criteria.
2. Campaign Provisioning complete as defined in acceptance criteria.
3. User Provisioning complete for main locations and a subset of users (Lines of Service) defined in Appendix A below.
4. Network Check complete and results provided to customer.
5. Training complete.
6. Mutually agreed to date of "Go Live" (may also be defined or referred to as "Project Complete", "Project Done", "Acceptance", "Success") is defined in UCaaS/CCaaS Scope of Work above.

Nextiva Assumptions

1. Customer is fully responsible for providing both authentication credentials and relevant REST API endpoints for any custom integration. All services paid for integrations are non-refundable.
2. Nextiva and Customer both understand that additional Users / locations may need to be provisioned after the initial "Go Live" criteria is achieved. Nextiva commits to assisting the customer with the remainder of users to achieve the total population of the seats sold under the scope of this engagement. That total seat count is defined in Appendix A below. The timing of the the additional deployment / provisioning of users will be determined by customer requesting additional sites / users to be deployed at their discretion with the understanding that Nextiva will not deploy any additional users or locations, within the scope of this engagement, after a period of 365 days from the kick off call date of this engagement. If customer desires

Nextiva support and assistance with deployment of additional sites, scope and users, for both UCaaS they must purchase additional services.

3. Customer will assign a project leader who will be available to answer any question in person or by phone and have authority to make service-related decisions. The project leader shall commit sufficient time to the services set forth in this SOW and shall respond to requests in a timely manner. Timely, herein, is defined as within 2 business days. This project leader must be available to Nextiva's project team for NO LESS than 8 hours per week during the project.
4. Nextiva shall assign each project role and may, in its sole discretion, reassign personnel performing the Services. Customer also understands and agrees that Nextiva may provide the Services through contractors or third-party.
5. It is essential to Nextiva's ability to adhere to the schedule contemplated by this SOW that the Customer cooperates and responds promptly to Nextiva's requests for information relevant to the implementation described in this document. Customer acknowledges and agrees to provide Nextiva with prompt and adequate responses to its requests for information and other requests related to the services to be performed under this SOW. In the event that Nextiva has made a request and Customer has not responded in a reasonable, timely manner with the requested information, Nextiva may issue a "Final 10-Day Project Notice" ("Final Notice") to Customer. If Customer does not respond as requested to the Final Notice, Customer agrees that Nextiva shall be relieved of any further obligations which have not been completed under the SOW. In addition, all Service Delivery fees associated with the SOW shall be considered earned in full as of the expiration of the ten (10) day period. Any and all services requested by Customer following the expiration of the aforementioned ten (10) day period will require Customer and Nextiva to execute a new SOW, and Customer shall be responsible for any additional Service Delivery fee contemplated there under, even if listed in the original SOW.
6. In the event Customer requests a change in any of the specifications, requirements, or scope to this SOW, the Customer must notify Nextiva by written notice proposing the applicable changes. Within two (2) business days, both parties shall meet to discuss the proposed changes ("Change Request Meeting"). If the proposed changes require, in Nextiva's sole discretion, revision to this SOW, Nextiva will provide a written work estimate for Customer's approval. Notwithstanding the foregoing, Customer shall, in all events, be obligated to pay for any additional services performed by Nextiva, as set forth in this Agreement.
7. Customer is responsible for validating the implementation and data per requirements defined.
8. Porting: Customer is responsible for submitting LOA Request in a timely manner to prevent delays in FOC. Due to dependencies outside of Nextiva's direct control, porting is NOT considered a criteria of success to determine this project as "Complete".
9. Travel expenses and out of pocket costs are in addition to the fees noted in this SOW.
10. Customer agrees to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations, administered by the Department of Commerce, Bureau of Industry and Security. Customer also expressly agrees that Customer shall not export, directly or indirectly, re-export, divert, or transfer any portion of the Service, including, without limitation, to any destination, company, or person restricted or prohibited by U.S. export controls.
11. The customer will acquire all appropriate licensing.

Confidentiality

This SOW is proprietary and confidential to Nextiva. No portion of this SOW may be duplicated or used for any purpose other than to receive the Services from Nextiva described herein.

Warranty

Nextiva warrants that it will perform its obligations in this SOW in a professional manner in accordance with applicable standards of care. As Customer's exclusive remedy for Nextiva's breach of the foregoing warranty, Nextiva shall correct deficiencies at no additional charge to Customer, provided Customer gives written notice to Nextiva which describes any deficiencies within thirty (30) days of the earlier of Customer's discovery of a deficiency or thirty (30) days after delivery of the associated Deliverable by Nextiva. In the event Nextiva is unable to correct such deficiencies after good-faith efforts and at a commercially reasonable cost, within sixty (60) days after Nextiva informs Customer of such, Customer may terminate this SOW and Nextiva shall refund Customer prorated amounts paid for the defective portion of the materials provided. The foregoing right to terminate will not extend to any other portion of the Agreement.

Fees

The fee for the services in this SOW is as set forth in a quote or quotes executed by the Customer (the "Fee"). The Fee excludes travel expenses, taxes, surcharges, and out-of-pocket expenses, to be billed to Customer at actual costs. Fees and applicable taxes will be invoiced and due in accordance within thirty (30) days of Customer's receipt of an invoice therefor.

Miscellaneous

1. Customer shall have a revocable, non transferable, term license to use the copy of the materials provided hereunder for its internal use only. All other rights in the materials remain in and/or are assigned to Nextiva. The Parties will cooperate with each other and execute such documents as may be appropriate to achieve the objectives of this Section.
2. Customer acknowledges that Nextiva may develop for itself, or for others, content similar to the materials and processes developed in performing the Services, and nothing contained herein precludes Nextiva from developing or disclosing such materials and information, provided that the same does not contain or reflect Customer confidential information.
3. Services provided by Nextiva hereunder are for use by Customer only and for the purposes described herein. In no event will Customer allow third parties to access or use the materials provided by Nextiva hereunder. Pricing for Services is based on the number of Business Users in Customer's Plan and is subject to change. Services provided are non-cancelable and associated fees paid or payable are non-refundable and cannot be used as a credit towards any other amounts due to Nextiva.

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

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work.

Agreed to and Accepted By

Answering Service Address		“Nextiva” Nextiva, Inc. 9451 E. Via de Ventura Scottsdale, AZ 85256	
By:		By:	
Name:		Name:	Tyler Beach
Title:		Title:	Head, Service Delivery Sales
Date:		Date:	

Appendix A: Scope of Work

CCaaS

Topic	Definition
CCaaS QTY of Users	
Campaign Types	
Customer Point of Contact	

Scope of Work

Product	Description

Appendix B: Roles & Responsibilities

Role	Responsibility
Enterprise Project Manager	<ul style="list-style-type: none"> • Coordinates resources between parties, including any Implementations Consultants at Nextiva • Manages agreements and acceptance criteria around project delivery timelines. • Facilitates discussions needed for timely execution of the Onboarding • Provides best practices and recommendations around <ul style="list-style-type: none"> ○ Project Milestones and Responsibilities ○ Nextiva Service Configuration ○ Customer Location Preparation ○ Customer Training Agenda ○ Number Porting
Solutions Delivery Consultant	<ul style="list-style-type: none"> • Manages agreements and acceptance criteria around CCaaS deliverables defined in CCaaS Scope of Work • Assist with defining best practices between Nextiva Contact Center and any third party system • Advises on most relevant data for consumption • Configure contact center based on the deliverables outlined in CCaaS Scope of Work

Customer Resources

Project Manager

- Organizes required Customer resources to complete requirements definition, attend weekly meetings, perform review of deliverables, and sign-off on project deliverables
- Assigns appropriate resources to perform User Acceptance Testing

Information Technology Resource

- Advises and resolves issues related to network connectivity
- Advises and resolves issues related to laptop/desktop configuration
- Participates in requirements definition
- Participates or is available during integration and User Acceptance Testing

Contact Center Operational SMEs

- Participates in requirements definition
- Participates or is available during integration and User Acceptance Testing
- Attends Supervisor and Reporting train-the-trainer session

Appendix C: Additional Documentation



