

## **Board of Education Study Session**

School District of Seward

410 South Street

Seward, NE 68434

Monday, January 9, 2023 5:30 PM

Attendance Taken at 5:32 PM.

Paul Duer: Absent

Matt Hastings: Present

Jill Hochstein: Present

Ryne Seaman: Present

Danielle Shipley: Present

Shawn Svoboda: Present

### 1. Preliminary Procedures

1.1. Call meeting to order & announce Open Meetings Act is Posted

1.2. Public Notice as publicized per board policy

The public notice was publicized in the Seward County Independent and posted at city hall, library and courthouse. The public notice was dated January 4, 2023.

1.3. Roll Call

1.3.1. Action to excuse board members if necessary

Motion to excuse Paul Duer from tonight's meeting Passed with a motion by Jill Hochstein and a second by Danielle Shipley.

Matt Hastings: Yea, Jill Hochstein: Yea, Ryne Seaman: Yea, Danielle Shipley: Yea, Shawn Svoboda: Yea

## 2. Possible Discussion Items

### 2.1. Discuss Policy 3012

Dr. Fields discussed policy 3012 - School Meal Program & Meal Charges - and asked the boards thoughts on changes.

### 2.2. Board Committee Discussion

Dr Fields discussed board committees and what committees need more board members.

### 2.3. Legislative Update

Dr. Fields gave the board a legislative update about temporary rules, committee chairs and meeting with the governor

### 2.4. Phone system discussion

Dr. Fields discussed the phone system and provided the names of the companies Craig Williams and Dr. Fields have met with recently. Our current system is 9 years old, but we cannot get parts anymore so we need to move forward with a new system.

## 3. Adjournment

President Seaman adjourned the meeting at 6:50 p.m.

Please publish the following legal notice in the January 4, 2023 edition of the Seward County Independent. Thank you.

### NOTICE OF SCHOOL BOARD MEETING

The board of education of the School District of Seward will meet in regular session on Monday, January 9, 2023 at 5:30 p.m. for a board study session to be followed by the 7:00 p.m. regular business meeting. The meeting will be held at the Administrative Offices located at 410 South St., Seward, Nebraska. An agenda for the meeting which shall be kept continually current is readily available for public inspection at the Superintendent's Office during normal business hours.

To view the agenda go to <http://SewardPublicSchools.org/> and find the eMeeting link.

## **3012**

### **School Meal Program and Meal Charges**

**Meal Program.** The school district will make a school meal program available to students. The cost of the program will be determined by the board of education so as to make the program as nearly self-supporting as possible. With board approval, the district may contract with a private company or corporation for the management and/or provision of the program.

The district will notify the families with children attending school of the current guidelines for free or reduced-price school meals. A copy of the complete regulations and procedures regarding reduced-price and free meals shall be available in the office of the superintendent.

Meal Charge Policy. The district will notify students and their families of the policy for Charged Meals, meaning meals received by a student when the student does not have money in hand or in his or her food account. This policy applies to students who receive meals at the free, reduced, or full rates.

Notice of this policy must be provided in writing to all households at the start of each school year and to households that transfer to the school during the school year. Notice may be provided through the student handbook, student registration materials, online portal used to access student accounts, direct mailing or e-mail, newsletter, the district website, and/or any other appropriate means. Notice of this policy will also be provided all school staff responsible for the enforcement of it, including food service professionals responsible for collecting payment for meals at the point of service, staff involved in notifying families of low or negative balances, and other staff involved in enforcing any aspect of this policy.

The district's policy on charged meals is: If a student has no funds available to pay for a meal, the student will be permitted to charge up to \$20.00. Thereafter, if a student has no funds available to pay for a meal, the student will be provided and charged for a limited "courtesy meal" option, such as a plain sandwich. Students will not be allowed to purchase a la carte items if they have a negative balance.

If a student repeatedly lacks funds to purchase a meal, has not brought a meal from home, and is not enrolled in a free meal program, the district will use its resources and contacts to protect the health and safety of the student. Failure or refusal of parents or guardians to provide meals for students may require mandatory reporting to child protection agencies as



required by law.

#### Collection of Delinquent Meal Charge Debt

The school district is required to make reasonable efforts to collect unpaid meal charges. The building principal or his or her designee will contact households about unpaid meal charges and notify them again of the availability of the free and reduced meal program and/or establish payment plans and due dates by telephone, e-mail, or other written or oral communication. If these collection efforts are unsuccessful, the school district may pursue any other methods to collect delinquent debt as allowed by law. Collection efforts may continue into a new school year.

In the event that the Nebraska Department of Education develops a state-level meal charge policy, it shall supersede that portion of this policy.

Adopted on: June 14, 2010

Revised on: June 12, 2017

Reviewed on: \_\_\_\_\_



# Sales proposal



QUOTE PREPARED FOR  
Seward Public Schools

PREPARED BY  
Dale Capacete  
Partner Sales Specialist  
[dale.capacete@ringcentral.com](mailto:dale.capacete@ringcentral.com)

# Budgetary Quote

## Prepared for:

Seward Public Schools  
410 South St.  
Seward NE 68434  
United States

Craig Williams

IT Manager

[craig.williams@connectseward.org](mailto:craig.williams@connectseward.org)  
402-643-2941

Quote Name: Seward Public Schools 1

Quote Creation Date: November 8<sup>th</sup>, 2022

Quote Expiration Date: December 8<sup>th</sup>, 2022

Estimated Contract Start Date:

Initial Term: 60 Months

Renewal Term: 60 Months

Currency: USD

Payment Plan: Monthly

## RingCentral MVP Services

### Recurring Services

| Summary of Service                              | Qty        | Rate           | Subtotal          |
|-------------------------------------------------|------------|----------------|-------------------|
| <b>DigitalLine Unlimited Standard</b>           | <b>185</b> | <b>\$14.50</b> | <b>\$2,682.50</b> |
| DigitalLine Unlimited Standard                  |            | \$10.00        |                   |
| Compliance and Administrative Cost Recovery Fee |            | \$3.50         |                   |
| e911 Service Fee                                |            | \$1.00         |                   |
| <b>RingCentral Video</b>                        | <b>1</b>   | <b>\$0.00</b>  | <b>\$0.00</b>     |
| <b>TotalMonthlyPrice*</b>                       |            |                | <b>\$2,682.50</b> |

### One-Time Items

| Summary of Item(s)                  | Qty | Rate   | Subtotal      |
|-------------------------------------|-----|--------|---------------|
| Yealink T33G Gigabit Business Phone | 70  | \$0.00 | \$0.00        |
| <b>One-Time Total*</b>              |     |        | <b>\$0.00</b> |

**Total Amount\* \$2,682.50**

\*Does not include taxes and fees.

RingCentral Office is now RingCentral MVP. All references to "RingCentral Office," whether in the Agreement or its attachments, Order Forms or descriptions, mean "RingCentral MVP".



RingCentral Inc., 20 Davis Drive, Belmont, CA 94002, United States

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**Order Form Number:** Q1882641  
**Valid Until:** 12/31/2022

**Zoom Video Communications Inc. ('Zoom')**  
55 Almaden Blvd, 6th Floor  
San Jose, CA

|                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Billed To</b><br><br><b>Customer:</b> Seward Public Schools<br><b>Account Legal Name:</b> Seward Public Schools<br><b>Contact Name:</b> Craig Williams<br>410 South Street<br>Seward, Nebraska<br>68434, United States<br><b>Email Address:</b> craig.williams@connectseward.org<br><b>Phone:</b> 402-643-2941 | <b>Sold To</b><br><br><b>Customer:</b> Seward Public Schools<br><b>Account Legal Name:</b> Seward Public Schools<br><b>Contact Name:</b> Craig Williams<br>410 South Street<br>Seward, Nebraska<br>68434, United States<br><b>Email Address:</b> craig.williams@connectseward.org<br><b>Phone:</b> 402-643-2941 |
| <b>Auto Renew:</b> Yes<br><b>Initial Paid Subscription Term:</b> 60 Month<br><b>Renewal Subscription Term:</b> 60 Month<br><b>Paid Period Start Date:</b> 12/12/2022                                                                                                                                              | <b>Billing Method:</b> Email<br><b>Currency:</b> USD<br><b>Payment Term:</b> Net 30                                                                                                                                                                                                                             |

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

| SERVICE                                                  | BILLING PERIOD | QUANTITY | PRICE     | TOTAL         |
|----------------------------------------------------------|----------------|----------|-----------|---------------|
| Education Annual                                         | Annual         | 20       | USD 0.00  | USD 0.00      |
| Zoom Phone US/Canada Unlimited Calling Named User Annual | Annual         | 185      | USD 96.00 | USD 17,760.00 |
| Zoom Phone Monthly Usage - overage fee                   | Month          | NA       | NA        | NA            |
| Zoom Phone Pay As You Go                                 | Month          | 1        | USD 0.00  | USD 0.00      |

(Before Taxes)

Annual Payment:

USD 17,760.00

#### Payment Schedule Summary (Before Taxes)

First Payment: USD 17,760.00

Annual Recurring Payment: USD 17,760.00 (At the beginning of the Second Year)

#### Other Terms & Notes

**Named Host** - means any subscribed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a subscription) will not exceed 300 per meeting. Named Host subscription may not be shared or used by anyone other than the individual to whom the Named Host subscription is assigned.

**Zoom EDU** subscriptions are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU subscriptions may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.

Country or region availability for Zoom Phone is listed on Zoom's website and is subject to change (see <https://explore.zoom.us/docs/en-us/zoomphone/global->

coverage.html).

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of taxes. The term 'taxes' referred herein should encompass: US state and local taxes, VAT, GST, HST (or any other consumption taxes), Digital Service Taxes and Withholding Taxes that may apply upon making payments to Zoom. Regulatory telecommunications fees, such as USF or any similar foreign fee, will apply to Zoom Phone services and details of taxes and fees will be included in issued invoices.

*Professional Services, if purchased, will be presented in a separate Order Form.*

## Zoom Phone Rates

Zoom Phone Table Format: Country | Landline Rate | Mobile Rate | Enabled Status

Y means Zoom Phone for country is Enabled upon provisioning

N means Zoom Phone for country is Not Enabled upon provisioning

| Toll-Free      |               |             |                | Callout                                                        |               |             |                |
|----------------|---------------|-------------|----------------|----------------------------------------------------------------|---------------|-------------|----------------|
| Country        | Landline Rate | Mobile Rate | Enabled Status | Country                                                        | Landline Rate | Mobile Rate | Enabled Status |
| Not Applicable |               |             |                | ANTIGUA AND BARBUDA   1.0218 \$   1.0486 \$   Y                |               |             |                |
|                |               |             |                | ARGENTINA   0.1156 \$   0.5623 \$   Y                          |               |             |                |
|                |               |             |                | AUSTRIA   0.0501 \$   0.23 \$   Y                              |               |             |                |
|                |               |             |                | BULGARIA   0.1186 \$   0.8406 \$   Y                           |               |             |                |
|                |               |             |                | BOLIVIA (PLURINATIONAL STATE OF)   0.5155 \$   0.8003 \$   Y   |               |             |                |
|                |               |             |                | BONAIRE, SINT EUSTATIUS AND SABA   0.7028 \$   0.7028 \$   Y   |               |             |                |
|                |               |             |                | BOTSWANA   0.436 \$   0.9398 \$   Y                            |               |             |                |
|                |               |             |                | COCOS (KEELING) ISLANDS   0.4552 \$   0 \$   Y                 |               |             |                |
|                |               |             |                | SWITZERLAND   0.3694 \$   0.7011 \$   Y                        |               |             |                |
|                |               |             |                | CURAÇAO   0.2813 \$   0.7028 \$   Y                            |               |             |                |
|                |               |             |                | CHRISTMAS ISLAND   0.4552 \$   0 \$   Y                        |               |             |                |
|                |               |             |                | CYPRUS   0.0953 \$   0.2861 \$   Y                             |               |             |                |
|                |               |             |                | GERMANY   0.0353 \$   0.1434 \$   Y                            |               |             |                |
|                |               |             |                | DOMINICAN REPUBLIC   0.1716 \$   0.3824 \$   Y                 |               |             |                |
|                |               |             |                | ALGERIA   0.3773 \$   2.1167 \$   Y                            |               |             |                |
|                |               |             |                | ECUADOR   0.5392 \$   0.7572 \$   Y                            |               |             |                |
|                |               |             |                | SPAIN   0.0381 \$   0.1832 \$   Y                              |               |             |                |
|                |               |             |                | FINLAND   0.8584 \$   0.864 \$   Y                             |               |             |                |
|                |               |             |                | GRENADA   1.0196 \$   1.2758 \$   Y                            |               |             |                |
|                |               |             |                | GREECE   0.0911 \$   0.3357 \$   Y                             |               |             |                |
|                |               |             |                | HONG KONG SAR   0.0863 \$   0.1333 \$   Y                      |               |             |                |
|                |               |             |                | INDONESIA   0.1486 \$   0.2407 \$   Y                          |               |             |                |
|                |               |             |                | ISRAEL   0.0639 \$   0.1161 \$   Y                             |               |             |                |
|                |               |             |                | INDIA   0.0915 \$   0.0837 \$   Y                              |               |             |                |
|                |               |             |                | JORDAN   0.6552 \$   0.8567 \$   Y                             |               |             |                |
|                |               |             |                | KENYA   0.9342 \$   0.7235 \$   Y                              |               |             |                |
|                |               |             |                | CAYMAN ISLANDS   0.7259 \$   0.4934 \$   Y                     |               |             |                |
|                |               |             |                | KAZAKHSTAN   0.3587 \$   0.6853 \$   Y                         |               |             |                |
|                |               |             |                | SAINT LUCIA   0.9581 \$   0.5276 \$   Y                        |               |             |                |
|                |               |             |                | MALAYSIA   0.1001 \$   0.0918 \$   Y                           |               |             |                |
|                |               |             |                | NETHERLANDS   0.0913 \$   0.4453 \$   Y                        |               |             |                |
|                |               |             |                | NEW ZEALAND   0.0567 \$   0.2556 \$   Y                        |               |             |                |
|                |               |             |                | OMAN   0.5335 \$   1.1352 \$   Y                               |               |             |                |
|                |               |             |                | PANAMA   0.0485 \$   0.994 \$   Y                              |               |             |                |
|                |               |             |                | PHILIPPINES   0.5808 \$   0.7074 \$   Y                        |               |             |                |
|                |               |             |                | POLAND   0.137 \$   0.3728 \$   Y                              |               |             |                |
|                |               |             |                | PORTUGAL   0.026 \$   0.1545 \$   Y                            |               |             |                |
|                |               |             |                | ROMANIA   0.0812 \$   0.2815 \$   Y                            |               |             |                |
|                |               |             |                | RUSSIAN FEDERATION   0.1054 \$   0.8892 \$   Y                 |               |             |                |
|                |               |             |                | SINGAPORE   0.0329 \$   0.0335 \$   Y                          |               |             |                |
|                |               |             |                | SLOVENIA   0.1855 \$   1.1228 \$   Y                           |               |             |                |
|                |               |             |                | UKRAINE   0.5868 \$   1.0755 \$   Y                            |               |             |                |
|                |               |             |                | URUGUAY   0.2285 \$   0.8432 \$   Y                            |               |             |                |
|                |               |             |                | HOLY SEE (VATICAN CITY)   0.0082 \$   0 \$   Y                 |               |             |                |
|                |               |             |                | VENEZUELA (BOLIVARIAN REPUBLIC OF)   0.0518 \$   0.2809 \$   Y |               |             |                |
|                |               |             |                | VIRGIN ISLANDS (U.S.)   0.9646 \$   1.5308 \$   Y              |               |             |                |
|                |               |             |                | ASCENSION ISLAND   1.8943 \$   1.065 \$   Y                    |               |             |                |
|                |               |             |                | ANDORRA   0.1589 \$   0.348 \$   Y                             |               |             |                |
|                |               |             |                | UNITED ARAB EMIRATES   0.6535 \$   0.6535 \$   Y               |               |             |                |
|                |               |             |                | AFGHANISTAN   0.3124 \$   0.3766 \$   Y                        |               |             |                |
|                |               |             |                | ANGUILLA   1.0442 \$   1.0442 \$   Y                           |               |             |                |

ALBANIA | 0.2534 \$ | 0.7026 \$ | Y  
ARMENIA | 0.3098 \$ | 0.3455 \$ | Y  
NETHERLANDS ANTILLES | 0.1956 \$ | 0.15 \$ | Y  
ANGOLA | 0.6882 \$ | 0.5871 \$ | Y  
AMERICAN SAMOA | 0.3267 \$ | 0.3267 \$ | Y  
AUSTRALIA | 0.0443 \$ | 0.182 \$ | Y  
ARUBA | 0.1557 \$ | 0.3294 \$ | Y  
AZERBAIJAN | 0.434 \$ | 0.5256 \$ | Y  
BOSNIA AND HERZEGOVINA | 0.6177 \$ | 1.313 \$ | Y  
BARBADOS | 0.972 \$ | 1.0238 \$ | Y  
BANGLADESH | 0.1703 \$ | 0.1697 \$ | Y  
BELGIUM | 0.308 \$ | 0.5272 \$ | Y  
BURKINA FASO | 0.5944 \$ | 0.6532 \$ | Y  
BAHRAIN | 0.4356 \$ | 0.5154 \$ | Y  
BURUNDI | 0.788 \$ | 0.8907 \$ | Y  
BENIN | 0.602 \$ | 0.5223 \$ | Y  
BERMUDA | 0.3216 \$ | 0.3216 \$ | Y  
BRUNEI DARUSSALAM | 0.1424 \$ | 0.0558 \$ | Y  
BRAZIL | 0.0524 \$ | 0.2582 \$ | Y  
BAHAMAS | 0.6278 \$ | 0.6278 \$ | Y  
BHUTAN | 0.1257 \$ | 0.1025 \$ | Y  
BELARUS | 0.6629 \$ | 0.6641 \$ | Y  
BELIZE | 1.533 \$ | 1.533 \$ | Y  
CANADA | 0.0355 \$ | 0.0355 \$ | Y  
CONGO, DEMOCRATIC REPUBLIC OF THE | 0.867 \$ | 0.7109 \$ | Y  
CENTRAL AFRICAN REPUBLIC | 1.0972 \$ | 0.8121 \$ | Y  
COTE D'IVOIRE | 0.67 \$ | 0.7129 \$ | Y  
COOK ISLANDS | 1.5994 \$ | 1.3205 \$ | Y  
CHILE | 0.1132 \$ | 0.5309 \$ | Y  
CAMEROON | 0.4107 \$ | 0.5179 \$ | Y  
CHINA | 0.0395 \$ | 0.0395 \$ | Y  
COLOMBIA | 0.117 \$ | 0.1003 \$ | Y  
COSTA RICA | 0.1231 \$ | 0.3139 \$ | Y  
CABO VERDE | 0.5317 \$ | 0.3612 \$ | Y  
CZECHIA | 0.113 \$ | 0.2348 \$ | Y  
DIEGO GARCIA | 0.435 \$ | 0.435 \$ | Y  
DJIBOUTI | 0.7215 \$ | 0.5718 \$ | Y  
DENMARK | 0.0327 \$ | 0.1404 \$ | Y  
DOMINICA | 1.0227 \$ | 0.7727 \$ | Y  
ESTONIA | 2.1381 \$ | 2.0891 \$ | Y  
EGYPT | 0.4326 \$ | 0.6226 \$ | Y  
ERITREA | 0.7029 \$ | 0.4078 \$ | Y  
ETHIOPIA | 0.4027 \$ | 0.3803 \$ | Y  
FIJI | 1.5038 \$ | 0.7631 \$ | Y  
FALKLAND ISLANDS (MALVINAS) | 1.9702 \$ | 1.9702 \$ | Y  
MICRONESIA (FEDERATED STATES OF) | 0.8686 \$ | 0.8308 \$ | Y  
FAROE ISLANDS | 0.1524 \$ | 0.0288 \$ | Y  
FRANCE | 0.0329 \$ | 0.126 \$ | Y  
GABON | 0.6246 \$ | 0.6921 \$ | Y  
UNITED KINGDOM | 0.0233 \$ | 0.0682 \$ | Y  
GEORGIA | 0.8426 \$ | 1.1833 \$ | Y  
FRENCH GUIANA | 0.2043 \$ | 0.1204 \$ | Y  
GUERNSEY | 0.0233 \$ | 0.0682 \$ | Y  
GHANA | 1.1366 \$ | 1.1366 \$ | Y  
GIBRALTAR | 0.2334 \$ | 0.9396 \$ | Y  
GREENLAND | 1.125 \$ | 0.3228 \$ | Y  
GAMBIA | 0.6642 \$ | 0.801 \$ | Y  
GUINEA | 1.1618 \$ | 0.9137 \$ | Y  
GUADELOUPE | 0.0265 \$ | 0.1017 \$ | Y  
EQUATORIAL GUINEA | 2.7398 \$ | 2.7398 \$ | Y  
GUATEMALA | 0.625 \$ | 0.7812 \$ | Y  
GUAM | 0.0409 \$ | 0.0409 \$ | Y  
GUINEA-BISSAU | 0.8951 \$ | 0.9941 \$ | Y  
GUYANA | 0.333 \$ | 0.3282 \$ | Y  
HONDURAS | 0.1846 \$ | 0.2305 \$ | Y  
CROATIA | 0.458 \$ | 1.251 \$ | Y  
HAITI | 0.3532 \$ | 0.4437 \$ | Y  
HUNGARY | 0.1209 \$ | 0.2156 \$ | Y  
IRELAND | 0.0256 \$ | 0.1784 \$ | Y  
ISLE OF MAN | 0.0233 \$ | 0.0682 \$ | Y  
IRAQ | 0.2409 \$ | 0.2955 \$ | Y  
ICELAND | 0.2305 \$ | 0.1054 \$ | Y  
ITALY | 0.0338 \$ | 0.2172 \$ | Y  
JERSEY | 0.0233 \$ | 0.0682 \$ | Y  
JAMAICA | 1.0442 \$ | 1.0442 \$ | Y  
JAPAN | 0.0601 \$ | 0.137 \$ | Y  
KYRGYZSTAN | 0.2141 \$ | 0.3367 \$ | Y  
CAMBODIA | 0.3497 \$ | 0.3497 \$ | Y  
KIRIBATI | 1.9284 \$ | 2.1749 \$ | Y  
COMOROS | 0.6617 \$ | 0.7148 \$ | Y

SAINT KITTS AND NEVIS | 0.9292 \$ | 0.9292 \$ | Y  
KOREA, REPUBLIC OF | 0.1029 \$ | 0.1029 \$ | Y  
KUWAIT | 0.3625 \$ | 0.3625 \$ | Y  
LAO PEOPLE'S DEMOCRATIC REPUBLIC | 0.2884 \$ | 0.1503 \$ | Y  
LEBANON | 0.1964 \$ | 0.2401 \$ | Y  
LIECHTENSTEIN | 0.4236 \$ | 0.213 \$ | Y  
SRI LANKA | 0.6953 \$ | 0.6953 \$ | Y  
LIBERIA | 0.7744 \$ | 0.7668 \$ | Y  
LESOTHO | 0.7845 \$ | 1.153 \$ | Y  
LITHUANIA | 1.8394 \$ | 1.479 \$ | Y  
LUXEMBOURG | 0.3562 \$ | 0.3832 \$ | Y  
LATVIA | 2.1202 \$ | 2.4842 \$ | Y  
LIBYA | 0.6169 \$ | 0.4497 \$ | Y  
MOROCCO | 0.5183 \$ | 2.132 \$ | Y  
MONACO | 0.8023 \$ | 2.1247 \$ | Y  
MOLDOVA, REPUBLIC OF | 0.4672 \$ | 0.4992 \$ | Y  
MONTENEGRO | 0.3536 \$ | 0.8558 \$ | Y  
MADAGASCAR | 1.0043 \$ | 1.0901 \$ | Y  
MARSHALL ISLANDS | 0.4046 \$ | 0.4046 \$ | Y  
NORTH MACEDONIA | 0.6601 \$ | 1.5052 \$ | Y  
MALI | 0.5561 \$ | 0.6258 \$ | Y  
MYANMAR | 0.2574 \$ | 0.355 \$ | Y  
MONGOLIA | 0.0699 \$ | 0.05 \$ | Y  
MACAU SAR | 0.4726 \$ | 0.4726 \$ | Y  
NORTHERN MARIANA ISLANDS | 0.0343 \$ | 0.0343 \$ | Y  
MARTINIQUE | 0.0465 \$ | 0.1033 \$ | Y  
MAURITANIA | 0.8688 \$ | 1.0065 \$ | Y  
MONTSEERRAT | 1.2006 \$ | 1.2006 \$ | Y  
MALTA | 0.3331 \$ | 0.6612 \$ | Y  
MAURITIUS | 0.717 \$ | 0.6363 \$ | Y  
MALDIVES | 5.702 \$ | 5.702 \$ | Y  
MALAWI | 0.7964 \$ | 0.677 \$ | Y  
MEXICO | 0.0501 \$ | 0.1711 \$ | Y  
MOZAMBIQUE | 0.2722 \$ | 0.4588 \$ | Y  
NAMIBIA | 0.2139 \$ | 0.1839 \$ | Y  
NEW CALEDONIA | 0.975 \$ | 0.4491 \$ | Y  
NIGER | 0.7102 \$ | 0.5895 \$ | Y  
NORFOLK ISLAND | 2.1209 \$ | 1.065 \$ | Y  
NIGERIA | 0.6428 \$ | 0.6428 \$ | Y  
NICARAGUA | 0.1902 \$ | 0.3507 \$ | Y  
NORWAY | 0.0338 \$ | 0.1522 \$ | Y  
NEPAL | 0.5329 \$ | 0.5329 \$ | Y  
NAURU | 1.8562 \$ | 2.026 \$ | Y  
NIUE | 1.7966 \$ | 1.3181 \$ | Y  
PERU | 0.0487 \$ | 0.1476 \$ | Y  
FRENCH POLYNESIA | 0.411 \$ | 0.5337 \$ | Y  
PAPUA NEW GUINEA | 0.9428 \$ | 1.3329 \$ | Y  
PAKISTAN | 0.5737 \$ | 0.5737 \$ | Y  
SAINT PIERRE AND MIQUELON | 0.5816 \$ | 0.5816 \$ | Y  
PUERTO RICO | 0.0242 \$ | 0.0242 \$ | Y  
PALESTINE, STATE OF | 0.2667 \$ | 0.3118 \$ | Y  
PALAU | 0.4532 \$ | 0.4417 \$ | Y  
PARAGUAY | 0.1531 \$ | 0.2971 \$ | Y  
QATAR | 0.8432 \$ | 0.8784 \$ | Y  
SERBIA | 0.2929 \$ | 0.4437 \$ | Y  
RWANDA | 1.103 \$ | 1.2498 \$ | Y  
SAUDI ARABIA | 0.3749 \$ | 0.5608 \$ | Y  
SOLOMON ISLANDS | 0.975 \$ | 1.9255 \$ | Y  
SEYCHELLES | 1.1088 \$ | 1.0784 \$ | Y  
SWEDEN | 0.0234 \$ | 0.0956 \$ | Y  
SAINT HELENA, ASCENSION AND TRISTAN DA CUNHA | 2.4267 \$ | 2.3385 \$ | Y  
SLOVAKIA | 0.0701 \$ | 0.4768 \$ | Y  
SIERRA LEONE | 0.8439 \$ | 0.7772 \$ | Y  
SAN MARINO | 0.8929 \$ | 0.3148 \$ | Y  
SENEGAL | 0.7273 \$ | 0.8951 \$ | Y  
SOMALIA | 0.7888 \$ | 0.7763 \$ | Y  
SURINAME | 0.1996 \$ | 0.4533 \$ | Y  
SOUTH SUDAN | 0.6542 \$ | 0.7173 \$ | Y  
SAO TOME AND PRINCIPE | 1.5976 \$ | 1.574 \$ | Y  
EL SALVADOR | 0.8294 \$ | 0.6228 \$ | Y  
SINT MAARTEN (DUTCH PART) | 0.4137 \$ | 0.4678 \$ | Y  
ESWATINI | 0.2293 \$ | 0.2666 \$ | Y  
TURKS AND CAICOS ISLANDS | 1.411 \$ | 1.6546 \$ | Y  
CHAD | 0.83 \$ | 0.8565 \$ | Y  
FRENCH SOUTHERN TERRITORIES | 0.023 \$ | 0.1601 \$ | Y  
TOGO | 0.5079 \$ | 0.4711 \$ | Y  
THAILAND | 0.1271 \$ | 0.1271 \$ | Y  
TAJIKISTAN | 0.2603 \$ | 0.2817 \$ | Y  
TOKELAU | 0.975 \$ | 2.4545 \$ | Y  
TIMOR-LESTE | 0.975 \$ | 0.9269 \$ | Y

TURKMENISTAN | 0.435 \$ | 0.435 \$ | Y  
 TUNISIA | 1.2254 \$ | 1.2586 \$ | Y  
 TONGA | 1.4663 \$ | 1.513 \$ | Y  
 TURKEY | 0.2271 \$ | 0.5803 \$ | Y  
 TRINIDAD AND TOBAGO | 0.5075 \$ | 0.6433 \$ | Y  
 TAIWAN, CHINA | 0.0741 \$ | 0.4129 \$ | Y  
 TANZANIA, UNITED REPUBLIC OF | 1.6103 \$ | 1.6103 \$ | Y  
 UGANDA | 1.6086 \$ | 1.6086 \$ | Y  
 UNITED STATES MINOR OUTLYING ISLANDS | 0.0343 \$ |  
 0.0343 \$ | Y  
 UNITED STATES OF AMERICA | 0.0318 \$ | 0.0318 \$ | Y  
 UZBEKISTAN | 0.3047 \$ | 0.3047 \$ | Y  
 SAINT VINCENT AND THE GRENADINES | 0.9717 \$ | 0.5279 \$ |  
 Y  
 VIRGIN ISLANDS (BRITISH) | 0.4557 \$ | 0.4557 \$ | Y  
 VIET NAM | 0.3142 \$ | 0.3142 \$ | Y  
 VANUATU | 1.326 \$ | 1.4891 \$ | Y  
 WALLIS AND FUTUNA | 0.975 \$ | 0.975 \$ | Y  
 SAMOA | 0.3329 \$ | 0.9589 \$ | Y  
 YEMEN | 0.2885 \$ | 0.2296 \$ | Y  
 MAYOTTE | 0.2471 \$ | 0.4199 \$ | Y  
 SOUTH AFRICA | 0.3844 \$ | 0.6876 \$ | Y  
 ZAMBIA | 0.747 \$ | 0.7075 \$ | Y  
 ZIMBABWE | 0.3413 \$ | 0.6389 \$ | Y

Accepted and agreed as of the date specified below by the authorized representative of Customer

|                                                |
|------------------------------------------------|
| <b>Signature:</b>                              |
| <b>Print Name:</b>                             |
| <b>Date:</b>                                   |
| <b>Zoom Service Effective Date: 12/12/2022</b> |
| <b>PO # (If Applicable):</b>                   |
| <b>VAT # (If Applicable):</b>                  |
| <b>TAN # (If Applicable):</b>                  |

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

*If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to [purchase-orders@zoomus.zendesk.com](mailto:purchase-orders@zoomus.zendesk.com). Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.*

Zoom Phone services provided by Zoom Voice Communications, Inc. Rates, terms and conditions for Zoom Phone services are set by Zoom Voice Communications, Inc.



**Customer:**

Seward Public Schools  
 Craig Williams  
 410 South St.  
 Seward, NE 68434.00

**Prepared by:**

Anthony Wilkason  
 awilkason@kidwellinc.com  
 (402) 475-9151

## Project: Kidwell Cloud Implementation and Support



Qty

**Description:**

**Kidwell Telephony Implementation Services**

- Kidwell will set and register the phones.
- Kidwell will assist the client with the implementation of Desktop Client (if applicable)

**Included Training**

- Link(s) to video user training that introduces the system's features to the users
- In-person training for primary call handling staff on the day of system activation
- Additional Available Training (Additional Fees Apply)
- Ring Central Advanced User Training (Desktop Client)
  - \$20/user (\$500 Minimum)
- Kidwell will provide 1.5 hours of end user training split into groups of 10 or smaller.
- Classroom-style training requiring room with TV/screen/projection facilities and data network access
- Customer will be required to provide and maintain training sign-off sheet
- Kidwell will review training agenda and required documentation
- Customer receives onsite post-cut support day of cutover

**Project Management**

- Kidwell will act as a technical resource for the client when communicating with The Cloud Provider during install only.
- After install is complete, using Kidwell as a technical resource with The Cloud Provider will be billed at Time and Materials.

**Wall Mount Kits**

8

**Valcom VRCPA Page Interfaces**

3

**Valcom VP-624D Power Supply**

3

**Freight**

1



## Kidwell Recommended Managed Support Agreement

|                                                                                                                                                                                                                                                  |   |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-----------------------|
| Kidwell Remote Cloud Phone System Agreement                                                                                                                                                                                                      | 1 | Not Included in Quote |
| <ul style="list-style-type: none"><li>- 1 Year</li><li>- Kidwell will assess issues remotely. If an onsite visit is necessary, trip charges may apply.</li><li>- Trip charges will be applied if the issue is with client's equipment.</li></ul> |   |                       |

This option can be added for: \$3040.00 \_\_\_\_\_ (Initials)

## Optional Consideration

|                                                                        |    |                       |
|------------------------------------------------------------------------|----|-----------------------|
| YeaLink T33G Phones                                                    | 70 | Not Included in Quote |
| <ul style="list-style-type: none"><li>- For Zoom Option Only</li></ul> |    |                       |

This option can be added for: \$7000.00 \_\_\_\_\_ (Initials)

### Terms:

**Implementation Total:** \$11,680.00

- Sales tax has not been included
- 50% Deposit is due on signature on all proposals above \$5,000
- Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.
- ADDITIONAL FEES WILL APPLY IF PAYMENT IS MADE BY CREDIT CARD

## Approval:

Susan Johnson / 12/12/2022

Authorized Kidwell Signature / Date

\_\_\_\_\_/\_\_\_\_\_  
Authorized Customer Signature / Date



## **Kidwell Cloud Implementation Scope of Work**

### **Important Contact Information**

Service Desk: servicedesk@kidwellinc.com – 402.473.7787, Toll Free – 877.473.7787

Technology Project Manager: Joey Beard – jbeard@kidwellinc.com – 402.473.7774

Telephony Solutions Expert: Greg Jones – gjones@kidwellinc.com – 402.817.3556

Telephony Solutions Expert: Anthony Wilkason – awilkason@kidwellinc.com – 402.473.7780

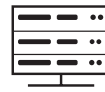
### **Important Implementation Notes (Please review and sign below)**

- No sales tax has been included for material and labor in this proposal.
- All other required taxes will be charged and added to the proposal price on invoicing.
- No charges from the local telephone company services / service changes included.
- Quote does not include data networking hardware or Kidwell provided network configuration services.
- Customer's local area network must meet or exceed Mitel best practice standards.
- Quote assumes use of existing cable and that cable meets specifications.
- Quote assumes wide area data connection between locations meets Mitel standard (if applicable).
- Use of Internet connectivity between locations does not guarantee voice quality.
- Diagnosing ISP/Telephone company lines, existing system hardware/software not included.
- Kidwell does not warrant the functionality of owner's existing hardware or software.
- Cutover to be done M-Th, 8am – 5pm unless other arrangements have been made with Kidwell.
- Modifications to the installation made by the customer/another vendor voids Kidwell's warranty.
- Kidwell will warrant the installation per the scope for 30 days from acceptance. This warranty covers "Break/Fix" issues. This warranty does NOT cover new "Moves, Adds, and Changes" to the hardware / software of the system.
- All hardware/software will be installed in accordance with the manufacturer's specifications.

I have read and understand the Implementation Notes above.

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

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



## Kidwell Phone System: Rate Agreement

### Rates

Kidwell agrees to provide remote or onsite support services for the following rates

- Scheduled/Business Hour Labor - \$120/hr
- After-hours/Emergency Labor - \$150/hr

### Services

Available Service Include:

- Break/Fix Mitel Support
- User Management
- System Configuration
- Training
- Solution Deseign

### Terms

- Time will be billed in 15 minute increments
- Travel to be billed from the nearest Kidwell location to and from the customer's location
- Kidwell will provide best effort support (Does not include Service Legal Agreement Guarantees)
- All customers with active Fully Managed Service Agreements will receive priority services

Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## LOCATIONS

[kidwellinc.com](http://kidwellinc.com)

**LINCOLN OFFICE**  
3333 Folkways Cir  
Lincoln, NE 68504  
402-475-9151

**OMAHA OFFICE**  
10840 Old Mil Rd #100  
Omaha, NE 68154  
402-333-2333

**KEARNEY OFFICE**  
414 East 6th Street  
Kearney, NE 68847  
308-233-5111



Servicing  
Nebraska  
Since 1948



## Contract Terms & Conditions

**Fees.** All fees are payable in U.S. currency. Unless otherwise noted, all fees are due upon receipt of the statement, and are delinquent thirty (30) days after the date of the statement. Customer shall be responsible to pay all sales, use, excise and similar taxes. If any statement is not paid in full within thirty (30) days of the statement, interest will accrue on the unpaid balance at the rate of twelve percent (12%) per annum until paid.

**Facilities.** For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

**Disclaimer of Warranties.** Kidwell warrants that the services provided will be performed in accordance with the Customer's approved work plan, and in a workmanlike manner determined to be most appropriate under the circumstances. This warranty is the sole warranty, and it is in lieu of all other warranties, either express or implied.

**Employees.** Customer shall not hire, engage or employ any employee of Kidwell involved with this current project, during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

**Confidentiality.** Each party covenants and agrees to hold and keep the other party's confidential information in confidence and it will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

**Remedies.** The parties shall have the following remedies:

**Correction.** Customer's exclusive remedy for any breach of warranty or error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. If the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

**Performance.** If Customer defaults in payment or otherwise, Kidwell at its sole and exclusive option, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

**Limitation of Liability.** In no event shall either party be liable for any indirect, incidental, special, punitive, or consequential damages whatsoever arising out of or in connection with this Agreement, including, but not limited to, loss of profits, revenue, data or use, incurred or suffered by the other party or any third party even if the other party or any other party has been advised of the possibility of damages. Customer's exclusive remedy for any breach of warranty or error in services rendered by the Company shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. Except for personal injury caused by Company's negligence or willful misconduct, the entire liability of Company for any damage or expense from any cause whatsoever shall in no event exceed the total Fees paid by Customer to Company under this Agreement during the twelve (12) month period immediately preceding such event. No action or proceeding against Company, its affiliates or subsidiaries, or its suppliers may be commenced more than twelve (12) months after the claim arises.

**Independent Contractor.** Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venturer, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

**Governing Law.** This Agreement shall be governed by and construed in accordance with substantive laws of the State of Nebraska.

**Force Majeure.** The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, acts of government, including, but not limited to, government or court orders or any other act or event beyond the control of the affected party.

**Entire Agreement.** This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter hereof.

Company Name: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Printed Name: \_\_\_\_\_

KIDQ17941-01



## Phone Support Agreement Terms & Conditions

This Agreement is by and between Kidwell, INC, a Nebraska corporation ("we", "us", or "MSP"), and the person or entity signing below as a Customer ("you" or "Customer") and is made and entered into as of the latest date shown in the signature blocks below (the "Effective Date").

This Agreement sets forth the terms and conditions upon which the MSP will provide services (the "Services") to Customer.

### DEFINITIONS

1. The following definitions and rule of interpretation apply in this Agreement. Certain defined terms may be also set forth elsewhere in this Agreement.
  - a. **Agreement:** the MSA, the Appendices hereto, the Services Description, and the Service Level agreement adopted by the Customer;
  - b. **Customer:** the person, firm or company who purchases Services from the Service Provider;
  - c. **Server Monitoring:** software to monitor the Customer's phone system server;
  - d. **Services:** the Services to be provided by the Service Provider set out in the Services Description and Service Level Agreement, and as otherwise agreed from time to time;
  - e. **Service Provider:** Kidwell, Inc. with headquarters at 3333 Folkways Circle, Lincoln, NE 68504;
  - f. **Onsite Support:** the type of services requiring the Service Provider, its agents, engineers or contractors to be physically present at the Customer's business location to provide the Services. Onsite Support may be carried out by the Service Provider's engineer, agent or contractor.
  - g. **Normal Business Hours:** shall be 7:30am – 5:30pm (Central Time) Monday through Friday, excluding legal holidays recognized under the laws of the State of Nebraska or the United States of America.
  - h. **After Hours:** After 5:30pm until 7:30 am (Central Time) Monday through Friday, weekends and legal holidays recognized under the laws of the State of Nebraska or the United States of America.
  - i. **Service Desk Email:** servicedesk@kidwellinc.com
  - j. **Service Desk Contact Numbers:** 402-473-7787 (Lincoln Area Customers) or 402-333-4357 (Omaha Area Customers);
  - k. **Business Day:** Any day other than a Saturday, Sunday, or any other legal holidays recognized under the laws of the State of Nebraska or the United States of America.
  - l. **Service Request (Add, Change, Move) -** A request from a user for information, or advice, or for a Standard Change or for Access a phone service. For example, to reset a password, or to provide standard services for a new user. Service Requests are usually handled by a Service Desk, and do not require a request for change to be submitted.
  - m. **Incident (Break Fix) -** An unplanned interruption to phone service or a reduction in the quality of phone service. Failure of a configuration item that has not yet impacted Service is also an Incident. For example, failure of one disk from a mirror set is an Incident.
  - n. **Service Level Agreement:** the document in which the Customer selects the priority level of service to be provided by Service Provider and the fees structure for such Services and billing frequency.

### SUPPORT SERVICES AGREEMENT

1. **Services.** MSP shall provide Customer with the "Services" as described in this Agreement and any statement of work as approved by the parties from time to time (the "Schedules"). All such Services shall be subject to the terms and conditions of this Agreement and any terms or conditions printed on the Schedules. The term "Services", when used within a Schedule, shall refer to the services to be provided under that Schedule only. MSP shall provide Customer with 60 days advance written notice of any changes to the terms and conditions of this Agreement or any applicable Schedule. Customer may choose to opt out of such changes with written notification to MSP within 30 days of receiving the initial change notification and terminate this Agreement without penalty. Customer agrees to pay any outstanding charges on the Agreement up and until the effective date of termination.
2. **Initial Schedules.** A Schedule will be deemed to be subject to this Agreement when attached to this Agreement and any subsequent Schedule upon execution by both parties.
3. **Remote Access.** MSP will attempt to resolve issues over the phone or via remote access. If an issue is unable to be resolved in this manner, an engineer will perform an onsite visit. MSP reserves the right to dispatch an engineer for any MSP anticipated to require more than 30 minutes or at the sole discretion of MSP should common practice dictate it would be more efficient to address the issue on-site.

### SERVICE FEES AND PAYMENT SCHEDULE

1. **Initial Setup Fee.** MSP will perform the installation as detailed herein or in a Schedule. Customer agrees to pay the installation fees defined herein or on a Schedule.
2. **Monthly Fee.** MSP will provide the Services to the Customer as detailed herein or in any Schedule. The monthly service fee for such Services (the "Base Monthly Service Fee") will be invoiced on or about the 15<sup>th</sup> day of each month prior to the month in which Services are provided. For Services based on a per-unit charge, Customer agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit.
3. **Late Payment.** Late Payment is defined: (a) for ACH payments, payments refused by the issuing bank, (b) for credit card payments, payments not received (including, for instance, if payment is refused by the credit card issuer or credit card is expired and no new expiration date is provided) within 3 calendar days of the due date; and (c) for invoiced payments, payments not received within standard terms following our sending it via e-mail to your billing liaison. There is a late payment penalty of 5% of the amount past due. In addition, all past due amounts, including the late charge, shall bear interest at the lower of one and one-quarter percent per month or the applicable maximum legal rate. **If there is any late payment(s) on your account, MSP, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the Services on your account, without notice to you.**
4. **Hourly Rate.** The hourly rates are defined for all system engineers and are billable for services outside the scope specifically defined in this Agreement or any Schedule(s) and may be changed with 60-days written notice. The hourly rate is for time worked and is not tied to a resolution. Will be billed at Kidwell current market rates.
5. **Billing Zone.** Onsite Services are billed "portal-to-portal". The hourly charges for onsite Service begin when a billable staff member leaves the closes Kidwell MSP location and ends when that member finishes onsite.
6. **Additional Charges.** There shall be added to the charges due an amount equal to all taxes based upon all Services, equipment, hardware, software, freight and other applicable charges. This includes all state and local sales and use taxes based on gross revenue, excise and any other taxes or amount in lieu thereof paid or payable by MSP in respect to the foregoing.
7. **Billing.** MSP will invoice Customer for all additional approved services, charges, hardware, software, and taxes on demand according to Customer terms. All fees for the services are invoiced in advance and pre-paid.
8. **Terms.** All invoices and payments are due Net15 unless other terms are approved by MSP.

### TERM AND TERMINATION

1. **TERM.** Unless otherwise set forth in a Schedule, the initial term for each Schedule is one year from date of deployment starting at the beginning of the calendar month in which Services are deployed. The term of this Agreement shall continue on a year to year basis until terminated by either party upon thirty (30) days prior written notice to the other party; such termination to be effective as of the end of the annual term in which the notice is duly given; provided that the term shall be deemed to continue until expiration and termination of any Schedule then in effect which may continue beyond the end of the annual term. After the first anniversary of the date of execution of this Agreement by MSP, Customer shall also have an option to terminate this Agreement and the Schedules then in effect for convenience at any time after such first anniversary provided that Customer shall give written notice at least thirty (30) days prior to the termination date stated in the notice and Customer pays an early termination fee with the notice equal to fifty percent (50%) of the aggregate amount of the Base Monthly Service Fee and other fixed costs set forth in the Schedules for the period from the proposed effective date until expiration of the annual term. Such amount shall be due and payable at the time of delivery of the notice of termination in order for the termination to be effective. Failure to include payment in full shall render the termination for convenience to be ineffective.
2. MSP will provide Services in a competent manner based on industry standards. If MSP does not provide Services in such manner and cannot rectify the problem(s), within sixty (60) days from Customer written notice in which Customer identifies the failure by MSP to fully comply with this standard of performance, Customer will have the right to terminate the respective Schedule

**Proposal Number: KIDQ17941-01**



only which is subject to such failure. Customer acknowledges that MSP shall have no obligation or responsibility for failure of the Services if it arises from or relates to an intrusion or breach of Customer's network, a breach of Customer's security system, a force majeure event as described in Section 9, or any incident that results in a loss of data.

3. MSP, at its sole discretion, may terminate this Agreement if Customer: (a) fails to make any payment due by the due date thereof; (b) becomes the subject of any proceedings under the Bankruptcy Act or other insolvency law, voluntary or involuntary, if such proceeding is not dismissed within ninety (90) days; (c) suffers a receiver to be appointed for its affairs or property; or (d) enters into an assignment, or other an arrangement, for the benefit of its creditors, or suffers an attachment against or a seizure of a substantial part of its assets, equipment or its parts and inventories. However, Customer's responsibility for past due amounts shall survive any such termination provided the acknowledgment of such liability by Customer will not affect the discharge of Customer regarding other general creditors.
4. In the case of default by either party under this Agreement, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party engages legal counsel to preserve or enforce such rights under this Agreement, including the collection of any payments due.
5. Termination of this Agreement will not adversely affect any right existing as of the effective date of termination. The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.

**OWNERSHIP OF DATA.** Backup data being stored both on provided equipment and at the Data Center remains the sole property of the Customer. If Customer chooses to terminate the Services and is not then in default, MSP will assist Customer in the orderly termination of Services at its current rate structure. This could involve copying the backup image to an external drive. Customer agrees to pay MSP the actual costs of rendering such assistance to include hardware if necessary.

**LOANED EQUIPMENT.** Customer agrees that certain items, including but not limited to the NAS unit utilized by MSP in the execution of the backup service and the firewall used in the managed firewall service shall remain the property of MSP, and must be returned if requested. Customer further agrees to cease the use of any technology that remains the property of MSP upon termination of this Agreement. If any equipment at the Customer site owned by MSP is stolen, damaged, destroyed or not returned, Customer must pay the equivalent of the current retail replacement value of such equipment within 15 days of said event.

**EQUIPMENT AND FACILITIES.** Customer agrees that MSP may utilize certain items of Customer's equipment and may gain access to certain Customer facilities and systems. CUSTOMER retains title and ownership in all of Customer's equipment owned by Customer and utilized by MSP and must grant authority for MSP to access Customer's facility. The provision of Services may be denied for any reason at any time, however if Customer denies access to its facilities or systems, Customer understands that MSP may be unable to perform its duties adequately and if such a situation should exist, MSP will have no responsibility or liability.

**INSURANCE COVERAGE.** MSP shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$1,000,000; worker's compensation insurance as required by law; and hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000. At Customer's request, MSP further agrees to furnish Customer with certificates, including renewal certificates, evidencing such coverage within thirty (30) days of commencing performance under this Agreement, at every renewal and at other times as may be reasonably requested by Customer.

**INDEMNITY.** Subject to the limitations set forth in Article 12 of this Agreement, each party hereby agrees to indemnify and hold the other party harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's negligence or willful misconduct.

**FORCE MAJEURE.** MSP shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond MSP's reasonable control, such as, but not limited to fire, flood, or other natural disasters, or, embargo, tariffs, pandemics, court order, riot, or other intervention of any government authority, provided that MSP promptly notifies Customer of such delay. If MSP performance is delayed for these reasons for a cumulative period of forty-five (45) days or more from the date of such notice, Customer may terminate this Agreement by giving MSP written notice.

#### NOTICES

All notices herein provided for or which may be given in connection with this Agreement shall be sent via certified U.S. mail, postage prepaid, or by facsimile. If any such notice shall be given by Customer to MSP, it shall be addressed to:

Kidwell, Inc.  
Attn: President  
3333 Folkways Circle  
Lincoln, NE 68504

All such notices to Customer shall be hand delivered or sent in the same manner to the principal local business office of Customer or such other address as Customer shall indicate to MSP in writing.

**REPRESENTATION AND WARRANTIES.** MSP represents and warrants that it (a) has the right, power and authority to enter into this Agreement and to fully perform all of its obligations hereunder; and (b) will use commercially reasonable efforts to provide all Services in accordance with prevailing industry standards. You represent and warrant that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

#### DISCLAIMER OF WARRANTIES: LIMITATION OF DAMAGES

1. THE EXPRESS WARRANTY IN SECTION 11 ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING OUR SERVICES AND WE AND OUR AFFILIATES SPECIFICALLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE. THERE IS NO WARRANTY OF SYSTEMS INTEGRATION. THERE IS NO WARRANTY THAT OUR OBLIGATIONS UNDER THIS AGREEMENT WILL FULFILL ANY OF YOUR EXPECTATIONS, PURPOSES OR NEEDS.
2. WE PROVIDE THE SERVICES "AS IS". YOU EXPRESSLY AGREE THAT USE OF THESE SERVICES IS AT YOUR SOLE RISK AND THAT THERE IS NO WARRANTY OF INTERRUPTED OR ERROR-FREE SERVICE OR ACCURACY OR RELIABILITY.
3. NEITHER MSP NOR OUR SUBCONTRACTORS AND AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOST DATA OR CONFIDENTIAL INFORMATION, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, COSTS OR PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, BUSINESS INTERRUPTION ARISING FROM OR RELATING TO THIS AGREEMENT OR ARISING FROM OR RELATING TO THE USE OF THE SOFTWARE WHICH HAS BEEN MODIFIED BY ANYONE OTHER THAN US, LOSS OF PROGRAMS OR INFORMATION THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, LOSS OF DATA, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE OR OTHER TORTS), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
4. You agree that the total liability of MSP and our Affiliates and your sole remedy for any claims regarding our Services is limited to your right to terminate this Agreement. Further, should a court nonetheless find that a remedy is not exclusive or that we are for any reason nonetheless liable for money damages, our cumulative liability in connection with this Agreement and our Services, whether in contract, tort or otherwise, shall not exceed the amount paid to us under this Agreement during the three months preceding the events giving rise to such liability. The existence of more than one claim shall not enlarge that limitation of liability. There are no third-party beneficiaries of this Agreement.
5. We are not obligated to exercise any review, oversight or control over the content of the information passing through the network except those controls expressly provided in this Agreement.



6. Except as expressly provided in the Agreement, you acknowledge that (a) we are in no manner responsible for any action or inaction of any third party, including, but not limited to, hardware or software vendors or Internet service providers; and (b) we cannot control the flow of data through the Internet, and such flow depends in large part on the performance of third parties whose actions or inaction can, at times, produce situations in which connections to the Internet (or portions thereof) may be impaired or disrupted. ACCORDINGLY, YOU ACKNOWLEDGE THAT WE DISCLAIM ALL LIABILITY RELATED TO EVENTS OUTSIDE OF OUR CONTROL AND/OR IN THE CONTROL OF THIRD PARTIES, AND YOU SHALL HAVE NO RIGHT TO RELY UPON ANY REPRESENTATION OR WARRANTY OF ANY THIRD PARTY IN RESPECT TO THE SERVICES. Further, you acknowledge that, in providing the Services, we shall necessarily rely upon information, instructions, and services from you, your Administrator, employees, and agents, and any other third parties providing computer and communications hardware, software, and Internet services. Except as expressly provided in this Agreement, you fully assume the risk associated with errors in such information, instructions, and services.

#### INTELLECTUAL PROPERTY

All Intellectual Property Rights and all other rights in the Services are owned licensed by the MSP. For the term of this Agreement, MSP hereby licenses all such rights to the Customer in consideration of the monthly fees and on a non-exclusive basis to such extent as is necessary.

#### GENERAL

1. This Agreement shall be governed by the laws of the State of Nebraska and constitutes the entire Agreement between MSP and Customer with respect to furnishing of Services. No provision of this Agreement shall be deemed waived, amended or modified by either party, unless such waiver, amendment or modification is in writing signed by the party against whom it is sought to enforce the waiver, amendment or modification.
2. The foregoing terms and conditions supersede any inconsistent or conflicting terms of any purchase order submitted by the Customer for Service hereunder or any Schedule.

#### CONFIDENTIALITY AND SOLICITATION OF EMPLOYEES

**CONFIDENTIALITY.** MSP recognizes that in the course of performing Services, it may have access to confidential and proprietary information, and trade secrets concerning Customer's business and operations, including, without limitation, financial and tax information, business plans and development strategy, and marketing methodology, (collectively referred to as "Confidential Information"). MSP covenants and agrees with Customer that it will keep secret and treat confidentially the Confidential Information, and will not disclose any of the Confidential Information to any person or entity nor shall it use the Confidential Information for any purpose other than purposes which serve Customer in the performance of Services.

**SOLICITATION OF EMPLOYEES.** Customer acknowledges that MSP is involved in a highly strategic and competitive business, and that MSP incurs considerable expense to train its employees. Customer further acknowledges that Customer would gain substantial benefit and that MSP would be deprived of such benefit, if Customer were to directly hire any personnel employed by MSP. Customer shall not, without the prior written consent of MSP, solicit the employment of MSP personnel or induce any MSP personnel to leave to go to another firm during the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement. Customer agrees that MSP damages resulting from breach by Customer of this provision would be impracticable and that it would be extremely difficult to ascertain. Therefore, in the event CUSTOMER violates this provision, Customer shall immediately pay MSP an amount equal to US \$50,000 as liquidated damages and MSP shall have the option to terminate this Agreement without further notice or liability to Customer. The amount of the liquidated damages reflected herein is not intended as a penalty and is reasonably calculated based upon the projected costs MSP would incur to identify, recruit, hire and train suitable replacements for such personnel.

#### CUSTOMER RESPONSIBILITIES

1. Customer must provide MSP with all appropriate usernames and passwords required to access network resources (i.e. Administrator usernames and passwords, router telnet passwords) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information when needed.
2. Customer is solely responsible to maintain, monitor, inspect and, as appropriate, to upgrade its network as necessary for the Services. Customer shall be responsible for evaluating its network and security procedures and for self-assessment. Customer shall purchase and maintain such cyber security insurance coverage in amounts as it deems reasonable in consideration of the scope of its business activities and as determined in the sole discretion of Customer. Customer authorizes MSP to connect to Customer's network and servers such that MSP may provide the Services. Customer is and shall remain solely responsible for (i) the continuous operation of the network and servers; (ii) maintaining internet service necessary for the Services and the servers; (iii) managing such network security systems, including responding to security incidents and systems failures. MSP shall take the necessary precautions to secure its connection to the network, but it has no other obligation related to the network. Customer warrants that it has the appropriate licenses, rights and/or title to the software installed on Customer's network for MSP to make the connection and to provide the Services through Customer's network.
3. Customer shall carry out and maintain restorable backup copies of all relevant software license by Customer and make the same available to MSP upon reasonable request related to providing the Services.

By signing below, you acknowledge and agree that, prior to signing, you read the entire Agreement, had the opportunity to consult with legal counsel of your choice, you are authorized to enter this Agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by this Agreement and by all the terms and conditions set forth in it.

Customer

MSP

Signature

Signature

Printed Name/Title

Printed Name/Title

Date

Date

Proposal Number: KIDQ17941-01



## Appendix A – Service Information

### Incident Response Times

| Affected Service                                                                                                           | Response Time | Resolution Action Plan |
|----------------------------------------------------------------------------------------------------------------------------|---------------|------------------------|
| Service not available (all users and functions unavailable)                                                                | 4-Hours       | 4-Hours                |
| Significant loss of service (large number of users or business critical functions affected, business process can continue) | 4-Hours       | 4-Hours                |
| Limited loss of service (limited number of users or functions affected, business process can continue)                     | 48-Hours      | 48-Hours               |
| Small service loss or service request                                                                                      | 48-Hours      | 48-Hours               |

\*\*Hours are measured in real-time.

### Support Tiers

The following details and describes our Support Tier levels:

| Support Tier   | Description                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Tier 1 Support | Basic technical troubleshooting of endpoint devices. (PCs, Phone, Headset) These are issues that can be resolved with basic troubleshooting skills ( i.e. Rebooting the computer or phone, general operating system knowledge, password resets or general application knowledge) These issues should be resolved by the Service Desk. The majority of Tier 1 issues should be able to be resolved in less than 15 minutes.       |
| Tier 2 Support | Moderate level issues that require specific knowledge of the client, hardware or application. These issues will take longer to resolve than Tier 1 issues. These are issues that have been escalated from the Service Desk and should be resolved by Field Services. These issues with coincide more with infrastructure such as, switches, routers, servers, configuration and may require onsite presents for troubleshooting. |
| Tier 3 Support | These are more complex issues that affect the Phone System. These issues are larger wide spread issues that affect the business at an enterprise wide level and can include issues with ISP, entire network issues, network wide application support.                                                                                                                                                                            |



## The Services

| Service Type                         | Services Description                                                                                                                                                                                                                                               | Fully Managed |
|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <b>Major Phone System Move</b>       | A major system move is defined as the physical location change of equipment from one address to.                                                                                                                                                                   | Not Included  |
| <b>Minor Endpoint Move</b>           | A minor endpoint move is defined as the physical location change of equipment not moving addresses or equaling more than 25% of the total hardware of the phone system.                                                                                            | Included      |
| <b>Major System Add</b>              | A major system addition is defined as an additional software configuration or feature change within the phone system.                                                                                                                                              | Not Included  |
| <b>User System Add</b>               | A user system addition is defined as the configuration of new user accounts on the phone system.                                                                                                                                                                   | Included      |
| <b>Major System Change</b>           | A major system change is defined as the configuration change or re-programming of 30% or more of the phone system and its settings.                                                                                                                                | Not Included  |
| <b>Minor System Change</b>           | A minor system change is defined as the configuration change of the following services: hunt groups, schedules, auto attendants, or user accounts not totaling more than 30% of the phone system being changed.                                                    | Included      |
| <b>New Hardware Installation</b>     | New hardware installation is any additional piece of equipment that is purchased for the phone system not already included on current support.                                                                                                                     | Included      |
| <b>Yearly Health Check</b>           | A yearly health check is performed to assess usage, hardware, software, and licensing as well as provide possible recommendations.                                                                                                                                 | Included      |
| <b>Phone System Software Support</b> | Support related to the software of the phone system and its general operations including bug fix support, break-fix support, and system administration.                                                                                                            | Included      |
| <b>Carrier Ticket Support</b>        | Assistance in creating and maintaining a support ticket with a carrier during a degraded service incident.                                                                                                                                                         | Included      |
| <b>Network Support</b>               | Assistance in the configuration or troubleshooting of the customer network to include but not limited to: ISP, network hardware, servers, or software as part of the customer environment.                                                                         | Not Included  |
| <b>Carrier Changes</b>               | Assistance in changing the providing carrier of phone services for the phone system.                                                                                                                                                                               | Not Included  |
| <b>Fax Server Support</b>            | Support of the fax software and systems if originally purchased and installed by Kidwell.                                                                                                                                                                          | Included      |
| <b>Additional Device Support</b>     | Support of additional devices such as paging, handheld phones, or speakers if originally purchased and installed by Kidwell.                                                                                                                                       | Included      |
| <b>RMA Support</b>                   | Support related to creating RMA tickets and replacing under contract hardware through the manufacturer.<br>NOTE: Mitel is the primary provider of all warranty replacement. If Mitel does not warrant the hardware, Kidwell is not liable to warrant the hardware. | Included      |
| <b>Dedicated Client Manager</b>      | Assigned Client Manager to serve as a single point of contact for all questions related to billing, support, or proposals.                                                                                                                                         | Included      |



Seward Public Schools

410 South Street

Seward, NE 68434

Americom is pleased to present a phone system solution to Seward Public Schools.

Our proposal is a Zultys Hosted Phone System that represents the latest in phone technology. We have also ensured that this solution complies with Kari's Law and RAY BAUM'S Act for E911.

This proposal includes:

1. The physical phone sets.
2. Americom onsite installation, setup and training on the phone service.
3. The phone service itself, on a monthly basis.
4. Americom remote support for the life of the contract.

Our Zultys Hosted phone system is a true hosted collaboration and communications system. This means that the functionality and features reside in the cloud data center; there will never be any equipment to break or repair, and the system will always be using the latest technology. The redundant data centers have backup/disaster recovery, so diverse hosting centers is built into the solution.

It is important to note that this service replaces both your phone system and your local phone lines; local telephone line bills can be canceled once the numbers port over to the new service. It is recommended to keep legacy phone lines for alarms/elevators for the time being.

We have also communicated with the Seward County Sheriff to ensure that the local 911 center has the capability to work with our system to comply with current E911 standards. Additionally, our solution complies with RAY BAUM's Act and Kari's Law, two federal laws regarding E911 and emergency services.

Please let us know any questions you may have about our solution. We would prefer to set up a demonstration of the system to make sure that all licensing makes sense and provides the capabilities you need, and to ensure that the E911 plan is appropriate for your locations.

We are confident that this system will serve Seward Public Schools well, both now and into the future. We enjoy our long-standing business relationship with you, and we appreciate the opportunity to continue that relationship.

Sincerely,

A handwritten signature in black ink, appearing to read "Corey Odvody", written over a horizontal line.

Corey Odvody, President

Americom Communications



## Zultys Support of Emergency Services and 911 Calls

In the event an emergency call is placed, the following actions are taken by the Zultys system

- The call is automatically recorded
- An Instant Message is automatically generated to all members of any Operator Group
- A Syslog entry is generated on the Phone System and can be set to send to an external location
- If all lines are tied up, a trunk is automatically freed up to place the Emergency call
- Should the call be disconnected, the callback from the emergency services operator may be routed automatically to the device that last made an emergency call

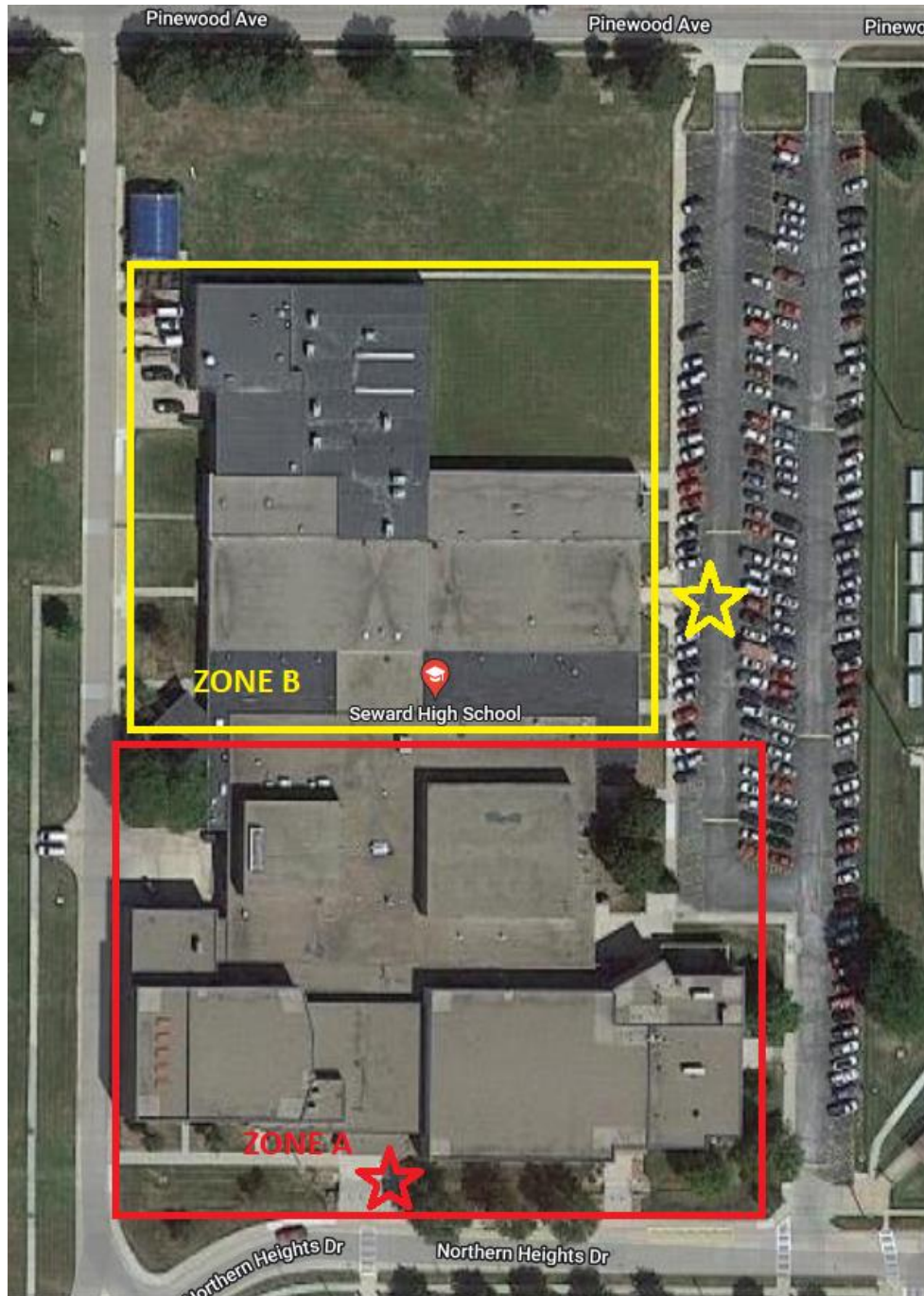
Kari's Law requires that the platform allow direct access to dialing 911 without requiring additional digits or codes before or after dialing 911. The Zultys solution complies with this requirement.

Additionally, the Zultys Platform gives us the flexibility to define unique addresses and locations down to a specific device or group of devices.

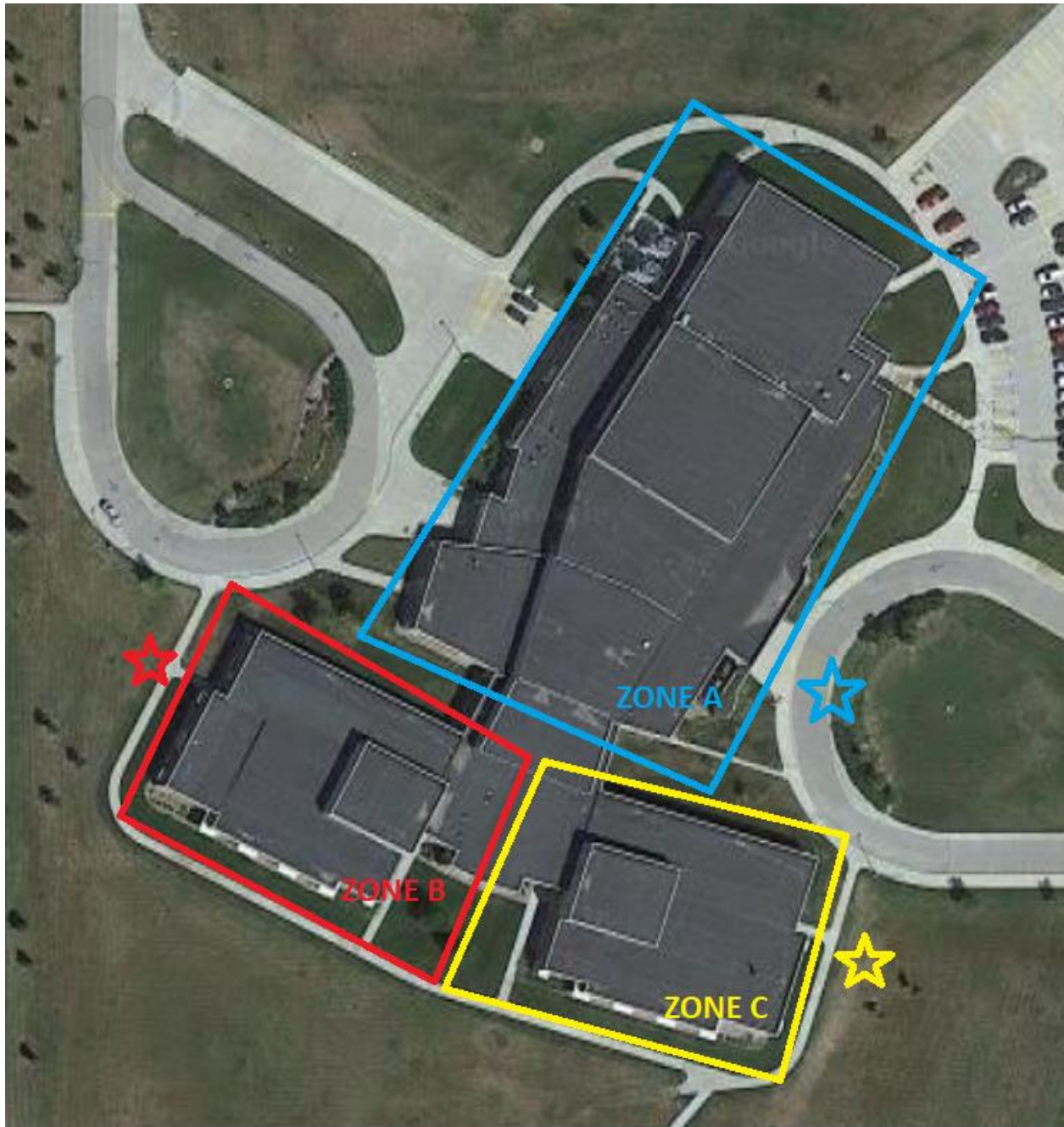
We've included example mockups of e911 zones for the dispatchable location portion of the RAY BAUM'S Act. You will find markups of the High School, Middle School, and Elementary School. First responders can be directed to the nearest entrance point while front desk personnel are notified an emergency call was placed via a desktop notification allowing preparation for their arrival.

The included maps are examples of ways that the building can be broken out into dispatchable zones. We will work with Seward Public Schools to determine the most logical setup of these E911 services.



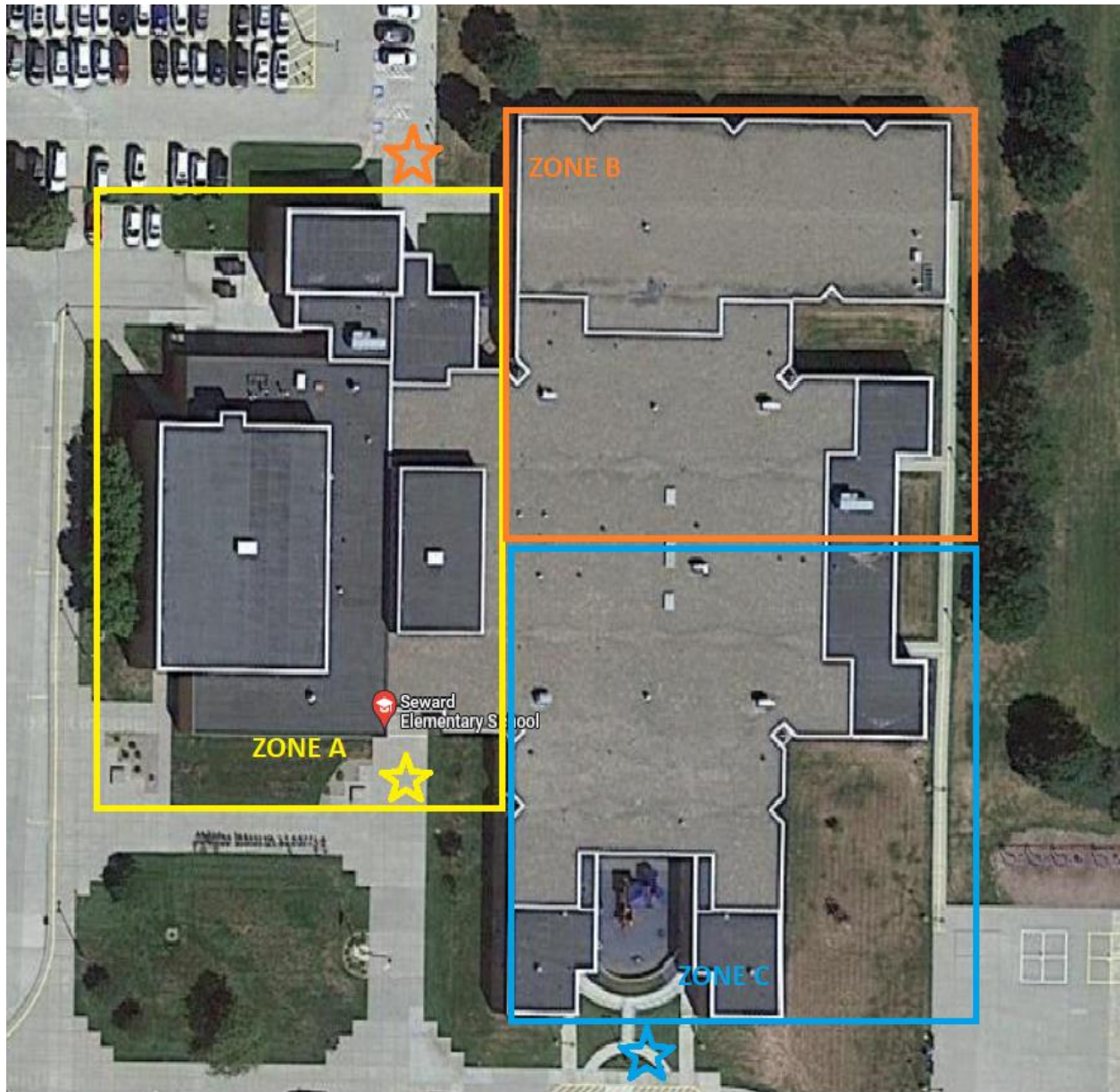


Seward High School e911 Zones Mock Up



Seward Middle School e911 Mock Up





Seward Elementary e911 Mock Up

## Transforming the Education Industry's Communications

**Our UC solutions can be powerful agents of change for educational institutions.**

Educational institutions must continually find innovative ways to improve processes and enhance systems to benefit the needs of students and the working conditions of faculty and administrators.

Our Unified Communications solution merges voice, data, video, chat, presence, and mobility applications onto a single easy-to-use platform. This gives school staff access to effective tools that will enable them to achieve goals for improving communications responsiveness, productivity, and dissemination of information, while enhancing safety and security, and reducing costs.



## A More Connected, Mobile, and Safe Education Solution

Dissemination of knowledge is no longer tied to a physical campus or traditional classrooms. Cloud-based computing, mobile connectivity, and streaming video enable collaboration and learning to take place anytime and anywhere. Our robust suite of management communication tools enables institution staff to monitor and track all streams of communication for improved productivity and efficiency.

- When deployed as a district-wide implementation, IT staff can maintain and program all campuses with one single administration tool.
- Web-based management allows IT to quickly change calling privileges for teachers, administrators, and other staff from an easy-to-use, single pane of glass interface.
- With Zultys MX Mobile, school staff can communicate instantly with each other by voice, chat, or video to enhance collaboration and increase productivity.
- In a school environment Zultys IP desktop phones can be moved from room to room without IT assistance.



## Improved Responsiveness

For school districts and higher education institutions, communication isn't simply about a communications system. It's about fostering collaboration inside and outside the classroom between educators and parents. Our UC delivers the necessary tools to foster an environment of faster communication between these groups.

- Voicemail / fax to email — Manage calls from parents and other teachers from the office, from home, or on the go from smartphones.
- Allows for operators to answer from home during snow days, or during an emergency when reaching school isn't possible.
- Presence notification via PC, tablet, or mobile device screen shows teacher and administrator availability to take calls or chat.
- Faculty like janitorial staff, security, or any other mobile personnel can use their phone extension on the go.
- Built-in conferencing allows staff to schedule audio and video meetings and share screens and files with stakeholders inside and outside the organization.

## Safety and Security

Ensuring that students, faculty, and staff are kept safe is a paramount concern for every educational institution today. A Unified Communications solution provides tools for enhancing safety to everyone in a school setting.

- Enhanced ability to react to situations and communicate immediately. For example, administrators can press a button on a desktop IP phone or a mobile device and connect to built-in speakers on a classroom phone.
- MX mobile support safeguards employees and students in and around a building by allowing faculty to communicate quickly and discreetly with each other in times of emergency.

In the event of a 911 emergency at any school, the Zultys system automatically notifies selected school staff that a 911 call has been placed. Notification includes building location along with the room number and extension of the 911 call, to drastically improve emergency response time.



## Workforce Mobility

MX Mobile provides staff access to shared information at any time, from wherever they are, fostering a cohesive and connected work environment. Using tools like voice, chat, presence alerts, SMS messaging, and more, employees are reachable in a multitude of ways, keeping connectivity and communication constant. Additionally, school employees have access to their email, voice mail, and more, regardless of their location.

- MX Mobile allows faculty to make calls and SMS text messages to parents with the built-in softphone. They can also see their call log, change their status, and even send secure IMs to other teachers and administrative staff while on the go, in the halls, in the lunchroom, or off campus.
- Enable effective communications during campus events by connecting mobile staff who are outside of school buildings, like security, maintenance, and drivers, with on-premise school administration and teachers, for improved coordination and emergency response if needed.

## Personal Number Privacy

Faculty won't expose their personal cell phone number when contacting parents or students from their mobile device.



**Americom Communications Corporation**

Phone: (402) 489-9700  
Fax: (402) 489-9771  
P.O. Box 84546  
Lincoln, NE 68501



**Quote**

No.: **24809**  
Date: **1/4/2023**

Prepared for:

Seward Public Schools-District Office  
410 South Street  
Seward, NE 68434

Prepared by: Corey Odvody

Account No.: 1794

Phone: (402) 643-2941

Fax: (402) 643-2651

**Your Price:** **\$13,399.50**

**Total:** **\$13,399.50**

Prices are firm until 2/3/2023

Terms: Due on Receipt

**Prepared by:** Corey Odvody, Corey@americom.biz

**Date:** 1/4/2023

This proposal represents the components and installation for a Zultys hosted phone system for Seward Public Schools.

Included are 8) 47GE model phones and 64) 23GE model phones, along with 3) SIP to analog paging devices to connect to existing paging system. The paging integration is reliant upon the existing paging system capabilities, and it is not known at this time if all sites are capable of integration with the phone system via DTMF signalling, as they are not currently connected at all locations. Americom will make a reasonable effort to integrate the existing paging system, but it is not guaranteed. Americom has head end paging system components that are fully compliant with the Zultys system, and if needed can be discussed as an add-on to this contract.

The materials and installation are a separate contract from the services contract with Zultys. The Zultys contract will include:

- 15) Premium licenses
- 56) Standard licenses
- 118) Lobby licenses with voicemail
- 31) DID numbers (20 current numbers plus 11 additional numbers to use in order to be compliant with Kari's Law and the RAY BAUM'S Act)

This phone proposal replaces existing phone sets. If in the future classroom phones are desired, the Zultys system is easily expandable to whatever size count you require for your phone system needs. Adding phone sets in the classrooms in the future would be able to utilize the existing licenses in this proposal.

This proposal assumes that all cabling infrastructure, PoE network switches, and any applicable network configuration is already in place and working properly for the functionality of these devices.

3 and 5 year options are included for the Zultys service contract. The materials and labor price from Americom is a one-time payment.

**Accepted by:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Disclaimer**

The customer is responsible for any and all sales and/or use tax that may be due for this order. The balance is due upon completion. All equipment is considered the property of Americom until payment has been received in full.



## **ZULTYS CLOUD SERVICES PROPOSAL**

Presented to:

**Seward Public Schools**  
**Office: 402-643-2941**

Presented by: **Corey Odvody**

Contact Phone: **402-489-9700**

Contact Email: **corey@americom.biz**

Date: **1/4/2023**

Quote Valid through: **4/4/2023**



## Zultys Cloud Services at a Glance

Zultys delivers an easy-to-use, secure, and reliable platform designed to streamline all forms of communications and increase productivity for any size business. With Zultys, users can control all forms of communications in a single user interface. This architecture allows users to seamlessly handle all types of customer communications in one easy-to-use platform.



### Zultys Advantages



**Zultys Cloud Support Button** – Every phone has a button that enables users to call Zultys support with a less than 16 second average hold time.

**One-Touch Record** – Press a record button on a physical phone, inside ZAC (Zultys Advanced Communicator), or with MX Mobile on your iPhone or Android device. The recording starts from the beginning of a call with the simple press or click of a record button during an active call.

**Call Attach Data** – Take notes during and after a business call with customized Call Attached Data (CAD) fields. CAD fields are included with a call when transferred to other users on the system. Acknowledging why someone is calling helps improve the customer experience. Run reports on any CAD fields using MX reports.

**Flexibility of Deployment** – Zultys Advanced Communicator is both client and browser-based, utilizing Web RTC technology, allowing your customer to have a choice.

**Screen Share and Video** – Easily share your screen or start video with the click of a button. Allow your organization to collaborate with other individuals or a group inside your office or invite outside parties. Allow your team to collaborate seamlessly without a subscription or a need to download a separate piece of software.

#### Most Reliable

- Single secure virtual instance per customer
- SLA 99.999 reliability
- Geo-redundant data centers
- Blended bandwidth for better uptime than most competitors that use only one underlying carrier
- Mobility application for cell phones for all users to protect against local last mile outages at the customer's site

#### You're Protected

- Single secure virtual instance with dedicated login and passwords
- Separation of all data from other customers
- HIPAA Compliant
- Kari's Law Compliant
- Ray Baum's Act Compliant
- Physically secured data centers
- Encrypted telephone calls
- Optional MPLS through customer's carrier

#### World-Class Support

- 100% US-based support
- Implementation specialist assigned to each account
- Zultys Support Desk button on every phone
- Webinar training or video training

#### Robust Scalability

- Support 5 to 10,000+ users
- Add or delete users from a portal to support your business seasonally
- Feature set that continues to grow with current technology demands

#### Business Critical Integrations

- Contact [sales@zultys.com](mailto:sales@zultys.com) to ask about your specific CRM/ERP/EMS
- Zultys allows integration with most software
- Below are a few popular integrations
- Outlook
- Microsoft Dynamics
- Teams
- SalesForce
- NetSuite
- Sugar
- Sage
- Zoho

| FEATURES                                       | STANDARD USER | PREMIUM USER | CONTACT CENTER USER |
|------------------------------------------------|---------------|--------------|---------------------|
| Hunt Group                                     | •             | •            | •                   |
| ACD Group                                      | •             | •            | •                   |
| Customizable Call Distribution                 | •             | •            | •                   |
| Paging Group                                   | •             | •            | •                   |
| Auto Attendant                                 | •             | •            | •                   |
| Internal 911 Call Notifications                | •             | •            | •                   |
| Voice Mail                                     | •             | •            | •                   |
| Voice Mail Escalations                         | •             | •            | •                   |
| Voice Mail to Email                            | •             | •            | •                   |
| <u>Voice Mail Transcription</u>                | •             | •            | •                   |
| <u>Call Forwarding</u>                         | •             | •            | •                   |
| <u>Personal Call Handling Rules</u>            | •             | •            | •                   |
| Call Queue                                     | •             | •            | •                   |
| Music on Hold                                  | •             | •            | •                   |
| Queue Announcements – 64 sources               | •             | •            | •                   |
| <u>Zultys MX Mobile for iPhone/Android</u>     | •             | •            | •                   |
| Basic Reporting - Scheduled                    | •             | •            | •                   |
| <u>Conferencing – 3 Party</u>                  | •             | •            | •                   |
| Instant Messaging                              | •             | •            | •                   |
| Invite Outside Contacts to IM                  | •             | •            | •                   |
| Presence with Custom Note Field                | •             | •            | •                   |
| MXconference                                   | \$            | •            | •                   |
| <u>Call Recording</u>                          | \$            | \$           | •                   |
| MXreport Call Detail Records                   | \$            | \$           | •                   |
| <u>MXreport – Contact Center Edition</u>       | \$            | \$           | •                   |
| <u>SMS Messaging</u>                           | \$            | \$           | \$                  |
| Outbound Dialer                                |               | \$           | \$                  |
| <u>Zultys Advanced Communicator</u>            |               | •            | •                   |
| <u>Binding – Work from anywhere</u>            |               | •            | •                   |
| <u>Native Softphone</u>                        |               | •            | •                   |
| <u>Call Attached Data</u>                      |               | •            | •                   |
| FAX                                            |               | •            | •                   |
| <u>Screensharing</u>                           |               | •            | •                   |
| <u>Invite External Contacts to Group Chats</u> |               | •            | •                   |
| <u>File Sharing</u>                            |               | •            | •                   |
| <u>Webchat</u>                                 |               | •            | •                   |
| Outlook Integration                            |               | •            | •                   |
| <u>Video</u>                                   |               | •            | •                   |
| <u>Contact Center Agent Functionality</u>      |               |              | •                   |
| <u>Contact Center Supervisor Functionality</u> |               |              | •                   |
| Customizable Wallboard                         |               |              | •                   |

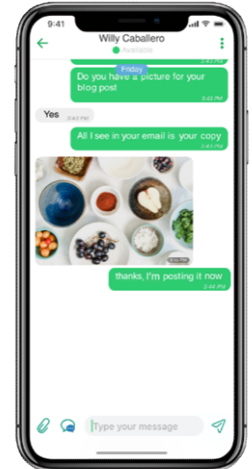


## FEATURES

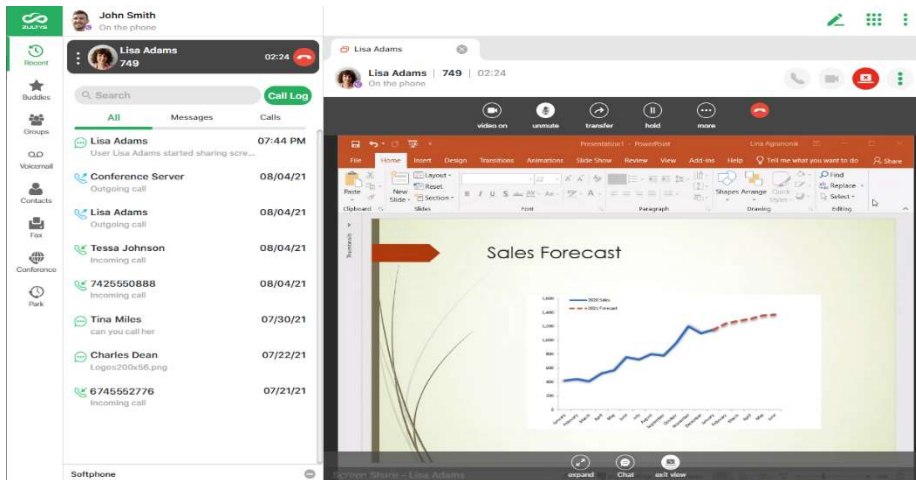
### Zultys MX Mobile for iPhone and Android

Zultys mobility solutions for Unified Communications allow employees to stay in contact no matter where they are. MX Mobile is a real-time presence and communications client for Android and iPhone that delivers a complete Unified Communications experience to mobile workers by integrating them into the corporate Voice and Unified Communications system. Zultys mobility solutions provide critical tools like voice mail access and management, presence, internal extension dialing, corporate directory access, and least-cost routing to cut international call costs. MX Mobile supports call group functionality, allowing users to make and receive calls for the call group extension from their smartphones. Users can also share files with coworkers over the application.

Included in the Standard User, Premium User and Contact Center User Packages.



### ZAC Unified Communication Client with Softphone



Zultys' UC client for desktop Zultys Advanced Communicator (ZAC) integrates and manages all of your communications functions. The client lets you see the presence status of others in your company. You can send emails, control all your phone calls via desktop phones or a softphone, send and receive faxes, send secure Instant Messages and voice messages, share your screen, check Voicemail, and much more – all with a single mouse click. ZAC

comes prepackaged with the softphone feature. Turn the computer into a phone and unclutter employee's desks.

Included in the Premium User and Contact Center User Packages.

### Zultys Outlook Communicator

With Zultys Outlook Communicator, your Zultys IP phone system can be closely integrated with Microsoft Outlook. Users have full call control and can phone contacts directly from Outlook. This product conveniently synchronizes the User's Presence with their Outlook calendar, allowing it to be changed directly from Outlook.

Included in the Premium User and Contact Center User Packages.

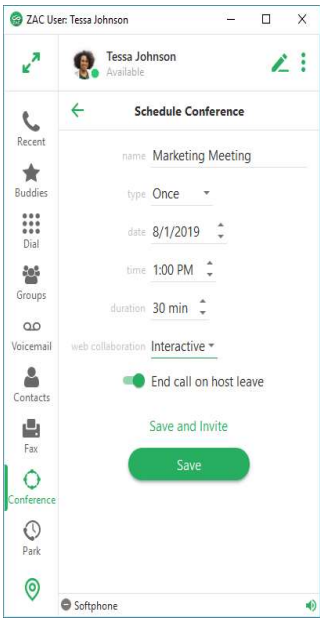
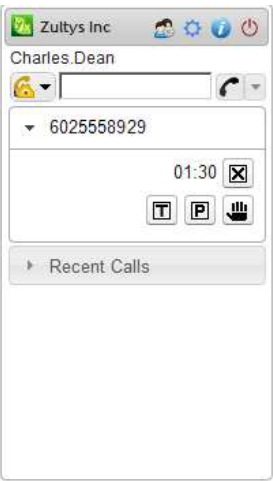




## Zultys Salesforce Communicator

Companies that have Zultys Cloud Services and use Salesforce.com as their customer relationship management (CRM) system can integrate the two systems using Zultys Salesforce Communicator. After a call center agent installs the software, they can make, transfer and disconnect calls from within a Salesforce window and obtain a caller's contact information in a Salesforce screen display. Additionally, Salesforce automatically logs the call record in its database.

Can be purchased as an additional feature for any user package type.



## MXconference

MXconference eliminates the need for costly pay-as-you-go subscription-based conference services. MXconference is fully integrated with the ZAC desktop Unified Communications client and uses a simple management window to schedule, manage and launch audio conferences through basic point-and-click commands — whether they are "on-demand" or planned weeks in advance.

Included in the Premium User and Contact Center User Packages. Additional conference participator licenses available as an additional feature.

## MXoutbound

MXoutbound, a fully integrated outbound dialer solution, offers a flexible and easy-to-manage automated process for reaching out to an organization's customer base. MXoutbound is appropriate for virtually any application that requires automatic outbound dialing. The call message may be as simple as a

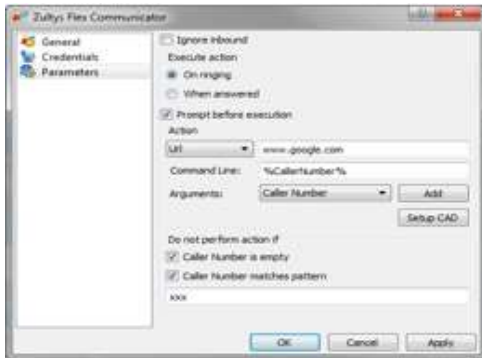
single recorded sentence or an elaborate customer survey with a series of questions based on previous responses.

Can be purchased as an additional feature for any user package type.

| Outbound Dialer Reminder                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |          |                  |                          |               |                   |            |  |              |        |                  |             |               |                   |            |          |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |            |           |          |           |                          |   |           |  |  |            |          |          |                          |   |            |  |  |            |          |           |                          |   |            |  |           |  |  |  |  |  |  |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|------------------|--------------------------|---------------|-------------------|------------|--|--------------|--------|------------------|-------------|---------------|-------------------|------------|----------|--|--|--|--|--|--|--|-------------|--|--|--|--|--|--|--|------------|-----------|----------|-----------|--------------------------|---|-----------|--|--|------------|----------|----------|--------------------------|---|------------|--|--|------------|----------|-----------|--------------------------|---|------------|--|-----------|--|--|--|--|--|--|--|--|------------|----------|-----------|--------------------------|---|------------|--|--|------------|----------|-----------|--------------------------|---|------------|--|--|------------|----------|-----------|--------------------------|---|------------|--|
| <div> <div>Paused</div> <div> <div>Total 6</div> <div>Calling 0</div> <div>Answered 1</div> <div>Not Started 0</div> <div>Rescheduled 0</div> <div>Not Answered 5</div> <div>Invalid 0</div> <div>Initiator</div> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |              |          |                  |                          |               |                   |            |  |              |        |                  |             |               |                   |            |          |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |            |           |          |           |                          |   |           |  |  |            |          |          |                          |   |            |  |  |            |          |           |                          |   |            |  |           |  |  |  |  |  |  |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |
| <div> <div>Records</div> <div> <div>Set status</div> <div>Delete</div> <div>Add New Record</div> </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |              |          |                  |                          |               |                   |            |  |              |        |                  |             |               |                   |            |          |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |            |           |          |           |                          |   |           |  |  |            |          |          |                          |   |            |  |  |            |          |           |                          |   |            |  |           |  |  |  |  |  |  |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |
| <table> <tr> <th></th><th>Phone Number</th><th>Status</th><th>Last Result Name</th><th>Last Result</th><th>Dial Attempts</th><th>Last Phone Number</th><th>First Name</th></tr> <tr> <td>Queued 0</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Scheduled 0</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td>Finished 6</td><td>773550763</td><td>Finished</td><td>No Answer</td><td>Mar 19, 2021, 2:12:24 PM</td><td>2</td><td>773550763</td><td></td></tr> <tr> <td></td><td>6025552804</td><td>Finished</td><td>Answered</td><td>Mar 19, 2021, 1:11:56 PM</td><td>1</td><td>6025552804</td><td></td></tr> <tr> <td></td><td>9735509625</td><td>Finished</td><td>No Answer</td><td>Mar 19, 2021, 2:11:39 PM</td><td>2</td><td>9735509625</td><td></td></tr> <tr> <td>Invalid 0</td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr> <tr> <td></td><td>4085551288</td><td>Finished</td><td>No Answer</td><td>Mar 19, 2021, 2:11:39 PM</td><td>2</td><td>4085551288</td><td></td></tr> <tr> <td></td><td>4045557474</td><td>Finished</td><td>No Answer</td><td>Mar 19, 2021, 2:11:38 PM</td><td>2</td><td>4045557474</td><td></td></tr> <tr> <td></td><td>4805557781</td><td>Finished</td><td>No Answer</td><td>Mar 19, 2021, 2:11:43 PM</td><td>2</td><td>4805557781</td><td></td></tr> </table> |              |          |                  |                          |               |                   |            |  | Phone Number | Status | Last Result Name | Last Result | Dial Attempts | Last Phone Number | First Name | Queued 0 |  |  |  |  |  |  |  | Scheduled 0 |  |  |  |  |  |  |  | Finished 6 | 773550763 | Finished | No Answer | Mar 19, 2021, 2:12:24 PM | 2 | 773550763 |  |  | 6025552804 | Finished | Answered | Mar 19, 2021, 1:11:56 PM | 1 | 6025552804 |  |  | 9735509625 | Finished | No Answer | Mar 19, 2021, 2:11:39 PM | 2 | 9735509625 |  | Invalid 0 |  |  |  |  |  |  |  |  | 4085551288 | Finished | No Answer | Mar 19, 2021, 2:11:39 PM | 2 | 4085551288 |  |  | 4045557474 | Finished | No Answer | Mar 19, 2021, 2:11:38 PM | 2 | 4045557474 |  |  | 4805557781 | Finished | No Answer | Mar 19, 2021, 2:11:43 PM | 2 | 4805557781 |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Phone Number | Status   | Last Result Name | Last Result              | Dial Attempts | Last Phone Number | First Name |  |              |        |                  |             |               |                   |            |          |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |            |           |          |           |                          |   |           |  |  |            |          |          |                          |   |            |  |  |            |          |           |                          |   |            |  |           |  |  |  |  |  |  |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |
| Queued 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |              |          |                  |                          |               |                   |            |  |              |        |                  |             |               |                   |            |          |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |            |           |          |           |                          |   |           |  |  |            |          |          |                          |   |            |  |  |            |          |           |                          |   |            |  |           |  |  |  |  |  |  |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |
| Scheduled 0                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |              |          |                  |                          |               |                   |            |  |              |        |                  |             |               |                   |            |          |  |  |  |  |  |  |  |             |  |  |  |  |  |  |  |            |           |          |           |                          |   |           |  |  |            |          |          |                          |   |            |  |  |            |          |           |                          |   |            |  |           |  |  |  |  |  |  |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |  |            |          |           |                          |   |            |  |
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## Zultys Flex Communicator



Zultys Flex Communicator simplifies integration with web-based and traditional CRM and line-of-business applications. Zultys Flex Communicator generates screen pops for caller information on receipt of an incoming call. It can be compatible with web-based CRM applications and programs installed on the user's computer.

Can be purchased as an additional feature for any user package type.

## Integrated Contact Center Solution

The Zultys Integrated Contact Center (ICC) intelligently processes incoming calls to a group of Supervisors & Agents based on administrator-defined rules & real-time conditions. When there are more callers than available agents, ICC will either re-route callers or queue

callers with customized in-queue messages and music that may be unique for each ICC group. Agents can be located anywhere in the world, allowing for true flexibility and round-the-clock coverage, without the need to relocate key talent. Contact Center solution comes prepackaged with the SuperView feature, a real-time call monitoring & statistics for multiple ICC groups in a single window.

Included in the Contact Center User Packages.



## MXreport

MXreport gives users the ability to generate custom reports on-call activity. MXreport allows users to generate their own report template and create graphs via a drag and drop report builder. Report scheduler automatically delivers reports via email or to a designated folder every day, week, month, and so on.

Contact Center Edition of MXreport is included in the Contact Center User Packages. CDR Edition of MXreport can be purchased as an additional feature for any user package type.

## END POINTS

### ZIP 49GE

The ZIP 49GE Smart Media Phone combines productivity-enhancing visual communications with the Android operating system's flexibility, accessed via a 7-inch touch screen, to deliver an outstanding user experience for business professionals. Functions and contacts may be accessed quickly via 27 programmable soft keys.



### ZIP 47GE

The ZIP 47GE combines a hi-resolution color display and dual Gigabit Ethernet ports in a feature-rich IP phone ideal for busy executives and heavy phone users. Functions and contacts may be accessed quickly via 27 programmable soft keys.

### ZIP 45G

The ZIP 45G incorporates a 3.7" backlit graphical display and dual Gigabit Ethernet in a feature-rich IP phone suitable for the most demanding of users. Functions and contacts may be accessed quickly via 21 programmable soft keys.





### Z 21i

The Z 21i is an easy-to-use, cost-effective business IP phone with a graphical backlit display, dedicated line keys, and Power over Ethernet (PoE) support.

### Z 22G

The Z 22G is an easy-to-use, cost-effective, business IP phone with a color display, dedicated line keys, and dual Gigabit Ethernet ports with Power over Ethernet (PoE).



### Z 23GE

The Z 23GE combines a color display and dual Gigabit Ethernet ports in a feature-rich IP phone ideal for busy phone users. Functions and contacts may be accessed quickly via 14 programmable soft keys.

### ZIP 450M

The ZIP 450M's 4.3" 272x480 pixel color screen can add up to 60 additional programmable keys to ZIP 45G, ZIP 47GE and ZIP 49GE phones. Up to 3 expansion modules can be daisy-chained per each phone.





### Quote Summary

All Pricing is subject to final confirmation at the time of order.

| Hosted PBX                         |          |      |              |              |
|------------------------------------|----------|------|--------------|--------------|
| Service Location                   | Provider | Term | Monthly (\$) | Install (\$) |
| 410 South Street, Seward, NE 68434 | Zultys   | 36   | \$2,399.68   | \$27.39      |

| Service Location | Total Monthly (\$) | Total Install (\$) |
|------------------|--------------------|--------------------|
|                  | \$2,399.68         | \$27.39            |

### Quote Details

| 410 South Street, Seward, NE 68434                                      |     |            |            |
|-------------------------------------------------------------------------|-----|------------|------------|
| Voice Services                                                          | QTY | Unit Price | Monthly    |
| Existing DIDs to Port (DID Promotional Free)                            | 20  | \$0.00     | \$0.00     |
| Standard User: 1-User, 1-Mobile Access                                  | 56  | \$14.99    | \$839.44   |
| Premium Users: 1-User, 1-ZAC/MXIE, 1-Outlook Communicator with Exchange | 15  | \$17.99    | \$269.85   |
| Lobby Users                                                             | 118 | \$7.50     | \$885.00   |
| New DIDs                                                                | 11  | \$2.49     | \$27.39    |
| Professional Services                                                   | 189 | \$2.00     | \$378.00   |
| Installation Services                                                   | QTY | Unit Price | One-Time   |
| Existing DIDs to Port (DID Promotional Free)                            | 20  | \$0.00     | \$0.00     |
| Set-up Fee                                                              | 189 | \$0.00     | \$0.00     |
| New DIDs                                                                | 11  | \$2.49     | \$27.39    |
| Site Total                                                              |     | Monthly    | \$2,399.68 |
|                                                                         |     | One-Time   | \$27.39    |
| Order Totals                                                            |     | Monthly    | \$2,399.68 |
|                                                                         |     | One-Time   | \$27.39    |

If you'd wish to proceed or find out more information on this Proposal please contact your agent at:  
salesteam@americom.biz



## **ZULTYS CLOUD SERVICES PROPOSAL**

Presented to:

**Seward Public Schools**  
**Office: 402-643-2941**

Presented by: **Corey Odvody**  
Contact Phone: **402-489-9700**  
Contact Email: **corey@americom.biz**

Date: **1/4/2023**

Quote Valid through: **4/4/2023**





## Zultys Cloud Services at a Glance

Zultys delivers an easy-to-use, secure, and reliable platform designed to streamline all forms of communications and increase productivity for any size business. With Zultys, users can control all forms of communications in a single user interface. This architecture allows users to seamlessly handle all types of customer communications in one easy-to-use platform.



### Zultys Advantages



**Zultys Cloud Support Button** – Every phone has a button that enables users to call Zultys support with a less than 16 second average hold time.

**One-Touch Record** – Press a record button on a physical phone, inside ZAC (Zultys Advanced Communicator), or with MX Mobile on your iPhone or Android device. The recording starts from the beginning of a call with the simple press or click of a record button during an active call.

**Call Attach Data** – Take notes during and after a business call with customized Call Attached Data (CAD) fields. CAD fields are included with a call when transferred to other users on the system. Acknowledging why someone is calling helps improve the customer experience. Run reports on any CAD fields using MX reports.

**Flexibility of Deployment** – Zultys Advanced Communicator is both client and browser-based, utilizing Web RTC technology, allowing your customer to have a choice.

**Screen Share and Video** – Easily share your screen or start video with the click of a button. Allow your organization to collaborate with other individuals or a group inside your office or invite outside parties. Allow your team to collaborate seamlessly without a subscription or a need to download a separate piece of software.

#### Most Reliable

- Single secure virtual instance per customer
- SLA 99.999 reliability
- Geo-redundant data centers
- Blended bandwidth for better uptime than most competitors that use only one underlying carrier
- Mobility application for cell phones for all users to protect against local last mile outages at the customer's site

#### You're Protected

- Single secure virtual instance with dedicated login and passwords
- Separation of all data from other customers
- HIPAA Compliant
- Kari's Law Compliant
- Ray Baum's Act Compliant
- Physically secured data centers
- Encrypted telephone calls
- Optional MPLS through customer's carrier

#### World-Class Support

- 100% US-based support
- Implementation specialist assigned to each account
- Zultys Support Desk button on every phone
- Webinar training or video training

#### Robust Scalability

- Support 5 to 10,000+ users
- Add or delete users from a portal to support your business seasonally
- Feature set that continues to grow with current technology demands

#### Business Critical Integrations

Contact [sales@zultys.com](mailto:sales@zultys.com) to ask about your specific CRM/ERP/EMS

Zultys allows integration with most software

Below are a few popular integrations

- Outlook
- Microsoft Dynamics
- Teams
- SalesForce
- NetSuite
- Sugar
- Sage
- Zoho

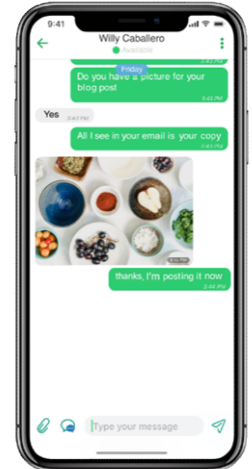
| FEATURES                                       | STANDARD USER | PREMIUM USER | CONTACT CENTER USER |
|------------------------------------------------|---------------|--------------|---------------------|
| Hunt Group                                     | •             | •            | •                   |
| ACD Group                                      | •             | •            | •                   |
| Customizable Call Distribution                 | •             | •            | •                   |
| Paging Group                                   | •             | •            | •                   |
| Auto Attendant                                 | •             | •            | •                   |
| Internal 911 Call Notifications                | •             | •            | •                   |
| Voice Mail                                     | •             | •            | •                   |
| Voice Mail Escalations                         | •             | •            | •                   |
| Voice Mail to Email                            | •             | •            | •                   |
| <u>Voice Mail Transcription</u>                | •             | •            | •                   |
| <u>Call Forwarding</u>                         | •             | •            | •                   |
| <u>Personal Call Handling Rules</u>            | •             | •            | •                   |
| Call Queue                                     | •             | •            | •                   |
| Music on Hold                                  | •             | •            | •                   |
| Queue Announcements – 64 sources               | •             | •            | •                   |
| <u>Zultys MX Mobile for iPhone/Android</u>     | •             | •            | •                   |
| Basic Reporting - Scheduled                    | •             | •            | •                   |
| <u>Conferencing – 3 Party</u>                  | •             | •            | •                   |
| Instant Messaging                              | •             | •            | •                   |
| Invite Outside Contacts to IM                  | •             | •            | •                   |
| Presence with Custom Note Field                | •             | •            | •                   |
| MXconference                                   | \$            | •            | •                   |
| <u>Call Recording</u>                          | \$            | \$           | •                   |
| MXreport Call Detail Records                   | \$            | \$           | •                   |
| <u>MXreport – Contact Center Edition</u>       | \$            | \$           | •                   |
| <u>SMS Messaging</u>                           | \$            | \$           | \$                  |
| Outbound Dialer                                |               | \$           | \$                  |
| <u>Zultys Advanced Communicator</u>            |               | •            | •                   |
| <u>Binding – Work from anywhere</u>            |               | •            | •                   |
| <u>Native Softphone</u>                        |               | •            | •                   |
| <u>Call Attached Data</u>                      |               | •            | •                   |
| FAX                                            |               | •            | •                   |
| <u>Screensharing</u>                           |               | •            | •                   |
| <u>Invite External Contacts to Group Chats</u> |               | •            | •                   |
| <u>File Sharing</u>                            |               | •            | •                   |
| <u>Webchat</u>                                 |               | •            | •                   |
| Outlook Integration                            |               | •            | •                   |
| <u>Video</u>                                   |               | •            | •                   |
| <u>Contact Center Agent Functionality</u>      |               |              | •                   |
| <u>Contact Center Supervisor Functionality</u> |               |              | •                   |
| Customizable Wallboard                         |               |              | •                   |

## FEATURES

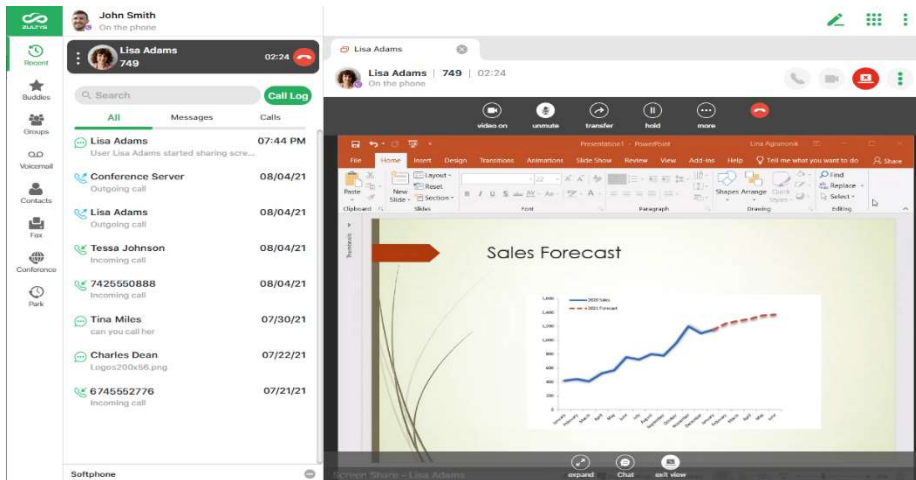
### Zultys MX Mobile for iPhone and Android

Zultys mobility solutions for Unified Communications allow employees to stay in contact no matter where they are. MX Mobile is a real-time presence and communications client for Android and iPhone that delivers a complete Unified Communications experience to mobile workers by integrating them into the corporate Voice and Unified Communications system. Zultys mobility solutions provide critical tools like voice mail access and management, presence, internal extension dialing, corporate directory access, and least-cost routing to cut international call costs. MX Mobile supports call group functionality, allowing users to make and receive calls for the call group extension from their smartphones. Users can also share files with coworkers over the application.

Included in the Standard User, Premium User and Contact Center User Packages.



### ZAC Unified Communication Client with Softphone



Zultys' UC client for desktop Zultys Advanced Communicator (ZAC) integrates and manages all of your communications functions. The client lets you see the presence status of others in your company. You can send emails, control all your phone calls via desktop phones or a softphone, send and receive faxes, send secure Instant Messages and voice messages, share your screen, check Voicemail, and much more – all with a single mouse click. ZAC

comes prepackaged with the softphone feature. Turn the computer into a phone and unclutter employee's desks.

Included in the Premium User and Contact Center User Packages.

### Zultys Outlook Communicator

With Zultys Outlook Communicator, your Zultys IP phone system can be closely integrated with Microsoft Outlook. Users have full call control and can phone contacts directly from Outlook. This product conveniently synchronizes the User's Presence with their Outlook calendar, allowing it to be changed directly from Outlook.

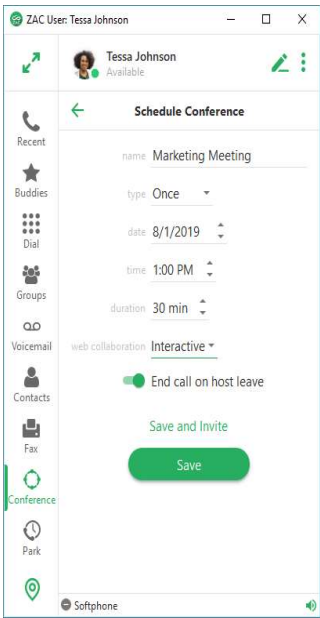
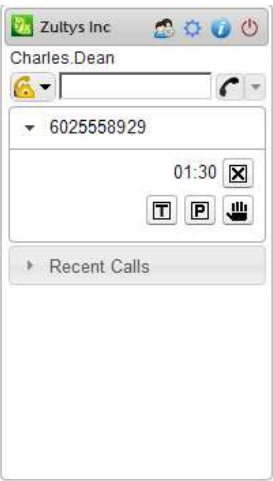
Included in the Premium User and Contact Center User Packages.



## Zultys Salesforce Communicator

Companies that have Zultys Cloud Services and use Salesforce.com as their customer relationship management (CRM) system can integrate the two systems using Zultys Salesforce Communicator. After a call center agent installs the software, they can make, transfer and disconnect calls from within a Salesforce window and obtain a caller's contact information in a Salesforce screen display. Additionally, Salesforce automatically logs the call record in its database.

Can be purchased as an additional feature for any user package type.



## MXconference

MXconference eliminates the need for costly pay-as-you-go subscription-based conference services. MXconference is fully integrated with the ZAC desktop Unified Communications client and uses a simple management window to schedule, manage and launch audio conferences through basic point-and-click commands — whether they are "on-demand" or planned weeks in advance.

Included in the Premium User and Contact Center User Packages. Additional conference participator licenses available as an additional feature.

## MXoutbound

MXoutbound, a fully integrated outbound dialer solution, offers a flexible and easy-to-manage automated process for reaching out to an organization's customer base. MXoutbound is appropriate for virtually any application that requires automatic outbound dialing. The call message may be as simple as a

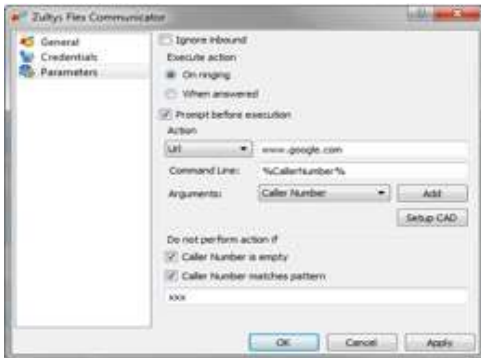
single recorded sentence or an elaborate customer survey with a series of questions based on previous responses.

Can be purchased as an additional feature for any user package type.

| Outbound Dialer Reminder                                                                              |              |          |                  |                          |               |            |
|-------------------------------------------------------------------------------------------------------|--------------|----------|------------------|--------------------------|---------------|------------|
| Total: 6 Calling: 0 Answered: 1 Not Started: 0 Rescheduled: 0 Not Answered: 5 Invalid: 0 Initiator: > |              |          |                  |                          |               |            |
| Records                                                                                               |              |          |                  |                          |               |            |
|                                                                                                       | Phone Number | Status   | Last Result Name | Last Result              | Dial Attempts | First Name |
| Queued                                                                                                | 0            |          |                  |                          |               |            |
| Scheduled                                                                                             | 0            |          |                  |                          |               |            |
| Finished                                                                                              | 6            |          |                  |                          |               |            |
| Invalid                                                                                               | 0            |          |                  |                          |               |            |
|                                                                                                       | 773550763    | Finished | No Answer        | Mar 19, 2021, 2:12:24 PM | 2             | 773550763  |
|                                                                                                       | 6025552804   | Finished | Answered         | Mar 19, 2021, 1:11:56 PM | 1             | 6025552804 |
|                                                                                                       | 9735509625   | Finished | No Answer        | Mar 19, 2021, 2:11:39 PM | 2             | 9735509625 |
|                                                                                                       | 4085551288   | Finished | No Answer        | Mar 19, 2021, 2:11:39 PM | 2             | 4085551288 |
|                                                                                                       | 4045557474   | Finished | No Answer        | Mar 19, 2021, 2:11:38 PM | 2             | 4045557474 |
|                                                                                                       | 4805557781   | Finished | No Answer        | Mar 19, 2021, 2:11:43 PM | 2             | 4805557781 |



## Zultys Flex Communicator



Zultys Flex Communicator simplifies integration with web-based and traditional CRM and line-of-business applications. Zultys Flex Communicator generates screen pops for caller information on receipt of an incoming call. It can be compatible with web-based CRM applications and programs installed on the user's computer.

Can be purchased as an additional feature for any user package type.

## Integrated Contact Center Solution

The Zultys Integrated Contact Center (ICC) intelligently processes incoming calls to a group of Supervisors & Agents based on administrator-defined rules & real-time conditions. When there are more callers than available agents, ICC will either re-route callers or queue

callers with customized in-queue messages and music that may be unique for each ICC group. Agents can be located anywhere in the world, allowing for true flexibility and round-the-clock coverage, without the need to relocate key talent. Contact Center solution comes prepackaged with the SuperView feature, a real-time call monitoring & statistics for multiple ICC groups in a single window.

Included in the Contact Center User Packages.



## MXreport

MXreport gives users the ability to generate custom reports on-call activity. MXreport allows users to generate their own report template and create graphs via a drag and drop report builder. Report scheduler automatically delivers reports via email or to a designated folder every day, week, month, and so on.

Contact Center Edition of MXreport is included in the Contact Center User Packages. CDR Edition of MXreport can be purchased as an additional feature for any user package type.



## END POINTS

### ZIP 49GE

The ZIP 49GE Smart Media Phone combines productivity-enhancing visual communications with the Android operating system's flexibility, accessed via a 7-inch touch screen, to deliver an outstanding user experience for business professionals. Functions and contacts may be accessed quickly via 27 programmable soft keys.



### ZIP 47GE

The ZIP 47GE combines a hi-resolution color display and dual Gigabit Ethernet ports in a feature-rich IP phone ideal for busy executives and heavy phone users. Functions and contacts may be accessed quickly via 27 programmable soft keys.

### ZIP 45G

The ZIP 45G incorporates a 3.7" backlit graphical display and dual Gigabit Ethernet in a feature-rich IP phone suitable for the most demanding of users. Functions and contacts may be accessed quickly via 21 programmable soft keys.







### **Z 21i**

The Z 21i is an easy-to-use, cost-effective business IP phone with a graphical backlit display, dedicated line keys, and Power over Ethernet (PoE) support.

### **Z 22G**

The Z 22G is an easy-to-use, cost-effective, business IP phone with a color display, dedicated line keys, and dual Gigabit Ethernet ports with Power over Ethernet (PoE).



### **Z 23GE**

The Z 23GE combines a color display and dual Gigabit Ethernet ports in a feature-rich IP phone ideal for busy phone users. Functions and contacts may be accessed quickly via 14 programmable soft keys.

### **ZIP 450M**

The ZIP 450M's 4.3" 272x480 pixel color screen can add up to 60 additional programmable keys to ZIP 45G, ZIP 47GE and ZIP 49GE phones. Up to 3 expansion modules can be daisy-chained per each phone.





### Quote Summary

All Pricing is subject to final confirmation at the time of order.

| Hosted PBX                         |          |      |              |              |
|------------------------------------|----------|------|--------------|--------------|
| Service Location                   | Provider | Term | Monthly (\$) | Install (\$) |
| 410 South Street, Seward, NE 68434 | Zultys   | 60   | \$2,269.68   | \$27.39      |

| Service Location | Total Monthly (\$) | Total Install (\$) |
|------------------|--------------------|--------------------|
|                  | \$2,269.68         | \$27.39            |

### Quote Details

| 410 South Street, Seward, NE 68434                                      |     |            |            |
|-------------------------------------------------------------------------|-----|------------|------------|
| Voice Services                                                          | QTY | Unit Price | Monthly    |
| Existing DIDs to Port (DID Promotional Free)                            | 20  | \$0.00     | \$0.00     |
| Standard User: 1-User, 1-Mobile Access                                  | 56  | \$13.99    | \$783.44   |
| Premium Users: 1-User, 1-ZAC/MXIE, 1-Outlook Communicator with Exchange | 15  | \$16.99    | \$254.85   |
| Lobby Users                                                             | 118 | \$7.00     | \$826.00   |
| New DIDs                                                                | 11  | \$2.49     | \$27.39    |
| Professional Services                                                   | 189 | \$2.00     | \$378.00   |
| Installation Services                                                   | QTY | Unit Price | One-Time   |
| Existing DIDs to Port (DID Promotional Free)                            | 20  | \$0.00     | \$0.00     |
| Set-up Fee                                                              | 189 | \$0.00     | \$0.00     |
| New DIDs                                                                | 11  | \$2.49     | \$27.39    |
| Site Total                                                              |     | Monthly    | \$2,269.68 |
|                                                                         |     | One-Time   | \$27.39    |
| Order Totals                                                            |     | Monthly    | \$2,269.68 |
|                                                                         |     | One-Time   | \$27.39    |

If you'd wish to proceed or find out more information on this Proposal please contact your agent at:  
[salesteam@americom.biz](mailto:salesteam@americom.biz)