

FCC Form 471
Services Ordered and Certification Form



Applicant's Form Identifier: EMKS-FY2013

Entity Number: 16062278

Contact Person: TOBY SYKES

Phone Number: (785) 840-0100 Ext. 101

Block 6: Certifications and Signature

Do not write in this area

471 Application Number: 914773

24. I certify that the entities listed in Block 4 of this application are eligible for support because they are:
(Check one or both.)

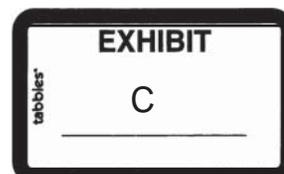
- a. schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools including, but not limited to, elementary, secondary schools, colleges, or universities.

25. I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed in this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a.	Total funding year pre-discount amount on this Form 471 (Add the entries from Item 23i on all Block 5 Discount Funding Requests.)	\$175,381.92
b.	Total funding commitment request amount on this Form 471 (Add the entries from Items 23k on all Block 5 Discount Funding Requests.)	\$157,843.73
c.	Total applicant non-discount share (Subtract Item 25b from Item 25a.)	\$17,538.19
d.	Total budgeted amount allocated to resources not eligible for E-rate support	\$500,000.00
e.	Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	\$517,538.19
f.	<input type="checkbox"/> Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.	

26. I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.

Or I certify that no technology plan is required by Commission rules.



27. I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.

28. I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.

29. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

30. I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

31. I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

32. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

33. I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of this program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under the Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

34. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

35. I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1),(2).

36. I certify that this funding request does not constitute a request for internal connections services, except

basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).

37. I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

38. Cert ID = 1164409	39. Date
40. Printed name of authorized person AARON NORTH	
41. Title or position of authorized person EXECUTIVE DIRECTOR <input type="checkbox"/> Check here if the consultant in Item 6g is the Authorized Person.	
42a. Street Address, P.O Box or Route Number 4251 BRIDGER RD KANSAS CITY, MO 64111	
42b. Telephone number of authorized person: (816) 932-1157	
42c. Fax number of authorized person: (816) 751-6775	
42d. E-mail of authorized person: ANORTH@KAUFFMAN.ORG	
42e. Name of authorized person's employer EWING MARION KAUFFMAN SCHOOL	
ATTENTION: If you are signing Form 471 using the PIN assigned to you by SLD, you are reminded that using the PIN is equivalent to your handwritten signature on the form. Your use of the PIN to affirm these certifications means that should they prove untrue, you will be held to the same enforcement standards as those who affirm the certifications on paper. Also, by using the PIN, you are affirming that you have the authority to make these certifications and represent the entity featured in Block One of this funding request.	
Please Check to affirm your compliance <input checked="" type="checkbox"/>	

471 Application Number:
EWING MARION KAUFFMAN SCHOOL
4251 BRIDGER RD
KANSAS CITY, MO 64111

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching

existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington DC 20554.

Please retain a copy of this page and submit a copy with any communications to the SLD. Please enclose a copy of this confirmation page when mailing your Item 21 attachments. If you wish to submit your required Item 21 Attachment at this time using our online system, choose the icon below for the Item 21 Attachment.

[Return to SLD Home Page](#) | [Create Item 21 Attachment](#)

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FCC Form 471

Approval by OMB
3060-0806

**Schools and Libraries Universal Service
Description of Services Ordered and Certification Form 471**

Estimated Average Burden Hours per Response: 4 hours
This form is designed to help schools and libraries to list the eligible services they have ordered and estimate the annual charges for them so that the Fund Administrator can set aside sufficient support to reimburse providers for services. Please read instructions before beginning this application. (You can also file online at www.usac.org/sl.) The instructions include information on the deadlines for filing this application.

Applicant's Form Identifier (Create an identifier for your own reference) EMKS-FY2013	Form 471 Application #: 914773 (To be assigned by administrator)
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Block 1: Billed Entity Address and Identifications

1 Name of Billed Entity
EWING MARION KAUFFMAN SCHOOL

2 Funding Year 2013

3a Entity Number 16082278

3b FCC Registration Number 0020501979

4a Street Address, P.O. Box, or Route Number
4251 BRIDGER RD

City KANSAS CITY State MO Zip Code 64111-

4b Telephone Number (816) 932-1157

4c Fax Number (816) 751-6775

5a Type of Application (check only one)

- Individual School (individual public or non-public school)
- School District (LEA; public or non-public [e.g. diocesan] local district representing multiple schools)
- Library (including library system, library outlet/branch or library consortium as defined under LSTA)
- Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)
- Statewide application for (enter 2-letter state code) representing (check all that apply)
 - All public schools/districts in the state
 - All non-public schools in the state
 - All libraries in the state

5b Recipient(s) of Services:

- Private Public Charter
- Tribal Head Start State Agency

Entity Number: 16082278	Applicant's Form Identifier: EMKS-FY2013
Contact Person: TOBY SYKES	Contact Phone Number: (785) 840-0100

Block 1: Billed Entity Address and Identifications (continued)

6a Contact Person's Name
TOBY SYKES

If the Contact Person's Street Address is the same as Item 4 above, check here. If not, complete Item 6b.

6b Street Address, P.O. Box, or Route Number
NOTE: USAC will use this address to mail correspondence about this form.
PO BOX 1426

City LAWRENCE State KS Zip Code 66044-

Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.

- 6c Telephone Number (785) 840 - 0100 Ext. 101
- 6d Fax Number (785) 749 - 7381
- 6e E-Mail Address TOBYSYKES@ERATESOLUTIONS.COM
- Re-enter E-mail Address TOBYSYKES@ERATESOLUTIONS.COM

6f Holiday/vacation/summer contact information: please include name of alternate contact (if applicable) and alternate phone, fax or E-mail address

If a consultant is assisting you with your application process, please complete Item 6g below:

6g Consultant Name TOBY SYKES
Name of Consultant's Employer eRate Solutions, L.L.C.
Consultant's Street Address P.O. Box 1426

City Lawrence State KS Zip Code 66044

Consultant's Telephone Number (785) 841-0100 Ext.
 Consultant's Fax Number (785) 749-7381
 Consultant's E-mail Address tobysykes@eratesolutions.com
 Re-enter E-mail Address tobysykes@eratesolutions.com
 Consultant Registration Number 16024804

Entity Number: 16062278 Applicant's Form Identifier: EMKS-FY2013
 Contact Person: TOBY SYKES Contact Phone Number: (785) 840-0100

Complete this information on EVERY Form 471 you file for the services requested on that form. Please complete all rows that apply to services for which you are requesting discounts.

Schools/school districts complete the left-hand column and libraries complete the right-hand column. Consortia complete all that apply.

Block 2: Impact of Services Ordered for Schools and Libraries from this Form 471

		Schools	Libraries
7a	Number of students or patrons to be served	177	0
b	Telephone service: Number of classrooms or rooms with phone service	65	0
c	Direct connections to the internet: Number of drops	1	0
d	Number of classrooms or rooms with internet access	256	0
e	Number of computers or other devices with internet access	200	0
f	Number of dial-up internet access and other connections of up to 200 kbps:	0	0
9	High-speed internet access services: Number of buildings served at the following speeds (please use advertised download speed coming into building, not actual speed in classroom or work area):	At or greater than 200 kbps and less than 1.5 mbps	0
		At or greater than 1.5 mbps and less than 3 mbps	0
		At or greater than 3 mbps and less than 10 mbps	0
		At or greater than 10 mbps and less than 25 mbps	0
		At or greater than 25 mbps and less than 50 mbps	0
		At or greater than 50 mbps and less than 100 mbps	0
	Greater than 100 mbps	1	0

Block 3:
 8 [Reserved]

Entity Number: 16062278 Applicant's Form Identifier: EMKS-FY2013
 Contact Person: TOBY SYKES Contact Phone Number: (785) 840-0100

Block 4: Discount Calculation Worksheet Worksheet - 1570302
Page 1 of 1

The Block 4 worksheet is used to calculate your discount for services. You will complete one or more worksheets depending on the type of application you are filing. If you file more than one worksheet, please number the completed worksheets to assure that they are all processed correctly. Please refer to the instructions for information specific to the Type of Application you indicated in Block 1, Item 5.

Check here if this worksheet contains all eligible entities in the school district or library system.

9a List entities and calculate discount(s): (For Administrator's Use)
 School District or Library System Name: School District or Library System Entity Number:

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Name of Eligible Entity	Entity Number AND NCEES Code (for Schools) or FSCS Code (for Libraries)	Urban or Rural U or R	Total Number of Students	Number of Students Eligible for NSLP	Percent of Students Eligible for NSLP (Col. 5 / Col. 4)	Disc. from Disc. Matrix	New Const. Instruct. on	Admin. Entity or NF	All Disc. Mech.	Weighted Product for Calculating Shared Discount (Col. 4 x Col. 7)	Insert appropriate codes(s): P= pre-K, H= Head Start, A= Adult Education, J= Juvenile Justice, E= ESA, D= Dormitory	Entity Number of School District in which Library Outlet/Branch is Located	Discount of Member Entity	Shared Discount
ALL ENTITIES			SCHOOLS AND LIBRARIES							Schools with shared services	Schools	Library Outlet/Branch	Consortia	

EWING MARION KAUFFMAN SCHOOL	16062278 29 00597 03195	U	177	144	81.356%	90	N	N	N	15930				
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9b Shared Services

SCHOOL DISTRICTS: (Including groups of schools within school districts.) Calculate the totals of Columns 4 and 11. Divide the total of Column 11 by the total of Column 4. Enter the result in Column 15.	177									15930				90%
LIBRARY SYSTEMS: Calculate the total of Column 7. Divide this total by the number of outlets/branches. Enter the result in Column 15.														
CONSORTIA: Calculate the total of Column 14. Divide this total by the number of member entities. Enter the result in Column 15.														

Entity Number: 16062278		Applicant's Form Identifier: EMKS-FY2013																		
Contact Person: TOBY SYKES		Contact Phone Number: (785) 840-0100																		
Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		Block 5, page 1 of 3 FRN 2493257 (to be assigned by administrator)																		
10 <input type="checkbox"/> If this is a duplicate Funding Request (e.g., of an FRN that is not yet approved, under appeal, etc.), check this box and enter the original FRN in the space provided:																				
11 Category of Service (only ONE category should be checked)		23 Calculations																		
<table border="1"> <tr> <td>PRIORITY 1</td> <td>PRIORITY 2</td> </tr> <tr> <td><input checked="" type="checkbox"/> Telecommunications Service</td> <td><input type="checkbox"/> Internal Connections Other than Basic Maintenance</td> </tr> <tr> <td><input type="checkbox"/> Internet Access</td> <td><input type="checkbox"/> Basic Maintenance of Internal Connections</td> </tr> </table>		PRIORITY 1	PRIORITY 2	<input checked="" type="checkbox"/> Telecommunications Service	<input type="checkbox"/> Internal Connections Other than Basic Maintenance	<input type="checkbox"/> Internet Access	<input type="checkbox"/> Basic Maintenance of Internal Connections	<table border="1"> <tr> <td rowspan="5">Recurring Charges</td> <td>A. Monthly charges (total amount per month for service)</td> <td>\$4,038.16</td> </tr> <tr> <td>B. How much of the amount in A is ineligible?</td> <td>\$0.00</td> </tr> <tr> <td>C. Eligible monthly pre-discount amount (A minus B)</td> <td>\$4,038.16</td> </tr> <tr> <td>D. Number of months service provided in funding year</td> <td>12</td> </tr> <tr> <td>E. Annual pre-discount amount for eligible recurring charges (C x D)</td> <td>\$48,457.92</td> </tr> </table>		Recurring Charges	A. Monthly charges (total amount per month for service)	\$4,038.16	B. How much of the amount in A is ineligible?	\$0.00	C. Eligible monthly pre-discount amount (A minus B)	\$4,038.16	D. Number of months service provided in funding year	12	E. Annual pre-discount amount for eligible recurring charges (C x D)	\$48,457.92
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12 Form 470 Application Number 481360001074017		<table border="1"> <tr> <td rowspan="5">Non-Recurring Charges</td> <td>F. Annual non-recurring charges</td> <td>\$0.00</td> </tr> <tr> <td>G. How much of the amount in F is ineligible?</td> <td>\$0.00</td> </tr> <tr> <td>H. Annual eligible pre-discount amount for non-recurring charges (F minus G)</td> <td>\$0.00</td> </tr> <tr> <td>I. Total funding year pre-discount amount (E + H)</td> <td>\$48,457.92</td> </tr> <tr> <td>J. Discount from Block 4 Worksheet</td> <td>90.00</td> </tr> </table>		Non-Recurring Charges	F. Annual non-recurring charges	\$0.00	G. How much of the amount in F is ineligible?	\$0.00	H. Annual eligible pre-discount amount for non-recurring charges (F minus G)	\$0.00	I. Total funding year pre-discount amount (E + H)	\$48,457.92	J. Discount from Block 4 Worksheet	90.00						
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13 SPIN – Service Provider Identification Number 143000677		<table border="1"> <tr> <td rowspan="5">Total Charges</td> <td>K. Funding Commitment Request (I x J)</td> <td>\$43,612.13</td> </tr> </table>		Total Charges	K. Funding Commitment Request (I x J)	\$43,612.13														
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	14 Service Provider Name Verizon Wireless (Cellco Partnership)																			
	15a <input checked="" type="checkbox"/> Check this box if this Funding Request is for non-contracted tariffed or month-to-month services.																			
	15b Contract Number MTM																			
	15c <input type="checkbox"/> Check this box if this Funding Request is covered under a master contract (a contract negotiated by a third party, the terms and conditions of which are then made available to an eligible entity that purchases directly from the service provider). 15d <input type="checkbox"/> Check this box if this Funding Request is a continuation of an FRN from a previous funding year based on a multi-year contract. If so, provide that FRN here:																			
16a Billing Account Number (e.g., billed telephone number) 386818526-00001		<table border="1"> <tr> <td colspan="2">17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) 01/04/2013</td> </tr> <tr> <td colspan="2">18 Contract Award Date (mm/dd/yyyy)</td> </tr> <tr> <td colspan="2">19 Service Start Date (mm/dd/yyyy) 07/01/2013</td> </tr> <tr> <td colspan="2">20a Service End Date (mm/dd/yyyy) 06/30/2014</td> </tr> <tr> <td colspan="2">20b Contract Expiration Date (mm/dd/yyyy)</td> </tr> </table>		17 Allowable Vendor Selection/Contract Date (mm/dd/yyyy) (based on Form 470 filing) 01/04/2013		18 Contract Award Date (mm/dd/yyyy)		19 Service Start Date (mm/dd/yyyy) 07/01/2013		20a Service End Date (mm/dd/yyyy) 06/30/2014		20b Contract Expiration Date (mm/dd/yyyy)								
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20b Contract Expiration Date (mm/dd/yyyy)																				
16b <input type="checkbox"/> Check this box if there are multiple Billing Account Numbers and attach a complete list of those numbers to this page.		<p>21 Description of This Service: NOTE: All Item 21 Attachments must be filed before the close of the filing window. Attachment You MUST attach a description of the service, including a breakdown of components, costs, manufacturer name, make and model number. You must include any additional account or telephone numbers if the billed account has multiple numbers. Label the description with an Attachment Number, and note number in space provided.</p>																		
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22 Entity/Entities Receiving This Service:																				
a. If the service is site-specific (provided to one site and not shared by others), list the Entity Number of the entity from Block 4 receiving this service: 16062278																				
b. If the service is shared by all entities on a Block 4 worksheet, list the worksheet number (e.g., 1):																				

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Entity Number: 16062278		Applicant's Form Identifier: EMKS-FY2013																														
Contact Person: TOBY SYKES		Contact Phone Number: (785) 840-0100																														
Block 5: Discount Funding Request(s) Instructions: Use one Block 5 page for EACH service (Funding Request Number) for which you are requesting discounts. Make as many copies of this page as needed, and number the completed pages to assure that they are all processed correctly.		Block 5, page 3 of 3 FRN 2493298 (to be assigned by administrator)																														
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Entity Number: 16062278	Applicant's Form Identifier: EMKS-FY2013
Contact Person: TOBY SYKES	Contact Phone Number: (785) 840-0100

Block 6: Certifications and Signature

- 24 I certify that the entities listed in Block 4 of this application are eligible for support because they are: (Check one or both.)
- a schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding \$50 million; and/or
 - b libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.
- 25 I certify that the entity I represent or the entities listed on this application have secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).

a Total funding year pre-discount amount on this Form 471 (Add the entries from Items 23I on all Block 5 Discount Funding Requests.)	175381.92
b Total funding commitment request amount on this Form 471 (Add the entries from Items 23K on all Block 5 Discount Funding Requests.)	157843.73
c Total applicant non-discount share (Subtract Item 25b from Item 25a.)	17538.19
d Total budgeted amount allocated to resources not eligible for E-rate support	500000
e Total amount necessary for the applicant to pay the non-discount share of the services requested on this application AND to secure access to the resources necessary to make effective use of the discounts. (Add Items 25c and 25d.)	517538.19

f Check this box if you are receiving any of the funds in Item 25e directly from a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year, or if a service provider listed on any of the Forms 471 filed by this Billed Entity for this funding year assisted you in locating funds in Item 25e.

- 26 I certify that, if required by Commission rules, all of the individual schools and libraries receiving services under this form are covered by technology plans that do or will cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body or an SLD-certified technology plan approver prior to the commencement of service.
- Or I certify that no technology plan is required by Commission rules.
- 27 I certify that (if applicable) I posted my Form 470 and (if applicable) made any related RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology plan goals.
- 28 I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.
- 29 I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. §§ 54.500, 54.513. Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.
- 30 I certify that I and the entity(ies) I represent have complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. There are signed contracts covering all of the services listed on this Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

Entity Number: 16062278		Applicant's Form Identifier: EMKS-FY2013	
Contact Person: TOBY SYKES		Contact Phone Number: (785) 840-0100	
Block 6: Certification and Signature (Continued)			
<p>31 <input checked="" type="checkbox"/> I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.</p> <p>32 <input checked="" type="checkbox"/> I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.</p> <p>33 <input checked="" type="checkbox"/> I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.</p> <p>34 <input checked="" type="checkbox"/> I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.</p> <p>35 <input checked="" type="checkbox"/> I certify that if any of the Funding Requests on this Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504(g)(1), (2).</p> <p>36 <input checked="" type="checkbox"/> I certify that this funding request does not constitute a request for internal connections services, except basic maintenance services, in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five funding years as required by the Commission's rules at 47 C.F.R. § 54.506(c).</p> <p>37 <input checked="" type="checkbox"/> I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.</p>			
38 Signature of authorized person		39 Date	
40 Printed name of authorized person		AARON NORTH	
41 Title or position of authorized person		EXECUTIVE DIRECTOR	
<input type="checkbox"/> Check here if the consultant in Item 6g is the Authorized Person.			
42a Street Address, P.O. Box, or Route Number		4251 BRIDGER RD	
City		KANSAS CITY	
State MO Zip Code		64111-	

Entity Number: 16062278		Applicant's Form Identifier: EMKS-FY2013	
Contact Person: TOBY SYKES		Contact Phone Number: (785) 840-0100	
42b	Telephone Number of authorized Person	Ext.	
	(816) 932-1157		
42c	Fax Number of Authorized Person		
	(816) 751-6775		
42d	E-mail Address of authorized Person		
	ANORTH@KAUFFMAN.ORG		
	Re-enter E-mail Address ANORTH@KAUFFMAN.ORG		
42e	Name of Authorized Person's Employer		
	EWING MARION KAUFFMAN SCHOOL		

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Services Ordered and Certification Form (FCC Form 471) with the Universal Service Administrator. 47 C.F.R. § 54.504(c). The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, consistent with the Communications Act of 1934, FCC regulations and orders, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law, information provided in or submitted with this form or in response to subsequent inquiries may be disclosed to the public.

If you owe a past due debt to the Federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:
 SLD-Form 471
 P.O. Box 7026
 Lawrence, Kansas 66044-7026

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:
 SLD Forms
 ATTN: SLD Form 471
 3833 Greenway Drive
 Lawrence, Kansas 66046
 (888) 203-8100

FCC Form 471 - October 2010

Close Print Preview



Online Item 21 Attachment

The Billed Entity Number and Application Number you have entered are associated with the following Funding Request Number(s) (FRN). To begin the process please select "create attachment" from the status column below.

You must be a person authorized by the applicant shown to use this system.

To begin the process, please select from the status below.

EWING MARION KAUFFMAN SCHOOL

BEN: 16062278
 Application Number: 914773
 Funding Request
 No.:

FRN	Attachment #	Service Provider	Funding Category	Online Item 21 status
2493257	1	Verizon Wireless (Cell)	Telecom Services	submitted online
2493272	2	Surewest Kansas Oper...	Internet Access	submitted online
2493298	3	sipVine, Inc.	Internet Access	submitted online

Note: Item 21 status shown on this screen refers to online submissions only. Manually filed submissions are not included. If you have received a Funding Commitment Decision Letter (FCDL) for the Form 471 shown above, you may not create, edit, or submit an online Item 21 Attachment. Select "submitted online" to view an Item 21 Attachment that has already been submitted.

[Cancel](#)

[SLD Home](#) | Phone: 1-888-203-8100 | [Submit a Question](#)



Item 21 Attachment

Telecommunications - Funding Year 2013

Applicant Name EWING MARION KAUFFMAN SCHOOL
Billed Entity Number 16062278
Form 471 Application Number 914773
Funding Request Number 2493257
Service Provider Verizon Wireless (Cellco Partnership)
Attachment Number 1
Narrative description of this Funding Request CELLULAR SERVICE

Service Type	Service Description	Eligible Pre-Discount Cost	
1 Cellular (including PCS)			\$48,457.92
		Number of Telecom Lines (if applicable)	50
	Recurring Charges	Non Recurring Charges	
	Monthly Recurring Charges	\$4,038.16	One-time non-recurring charges \$0.00
	Less Ineligible Amount (if any)	\$0.00	Less Ineligible Amount (if any) \$0.00
	Number of Months	12	
	Eligible recurring charges	\$48,457.92	Eligible non-recurring charges \$0.00
		Line item TOTAL \$48457.92	
		Total:	\$48,457.92
		Funding Requested on 471:	\$48,457.92

Date Submitted 3/14/2013 4:30:12 PM



Item 21 Attachment
Internet Access - Funding Year 2013

Applicant Name EWING MARION KAUFFMAN SCHOOL
Billed Entity Number 16062278
Form 471 Application Number 914773
Funding Request Number 2493272
Service Provider Surewest Kansas Operations LLC
Attachment Number 2
Narrative description of this Funding Request INTERNET ACCESS-1.0 GB

Service Type	Service Description	Eligible Pre-Discount Cost	
1 Fiber Optics	1.0 GBPS FIBER OPTIC INTERNET ACCESS		\$115,200.00
		Number of InternetAccess Lines (if applicable)	0
		Recurring Charges	
		Non Recurring Charges	
	Monthly Recurring Charges	\$9,600.00	One-time non-recurring charges \$0.00
	Less Ineligible Amount (if any)	\$0.00	Less Ineligible Amount (if any) \$0.00
	Number of Months	12	
	Eligible recurring charges	\$115,200.00	Eligible non-recurring charges \$0.00
		Line Item TOTAL \$115200	
	Total:	\$115,200.00	
	Funding Requested on 471:	\$115,200.00	

Date Submitted 3/14/2013 4:37:10 PM



Item 21 Attachment

Internet Access - Funding Year 2013

Applicant Name EWING MARION KAUFFMAN SCHOOL
Billed Entity Number 16062278
Form 471 Application Number 914773
Funding Request Number 2493298
Service Provider sipVine, Inc.
Attachment Number 3
Narrative description of this Funding Request VOIP FOR LOCAL AND LONG DISTANCE

Service Type	Service Description	Eligible Pre-Discount Cost	
1 VoIP Service	VOIP FOR LOCAL AND LONG DISTANCE PHONE SERVICE		\$11,724.00
		Number of InternetAccess Lines (if applicable)	0
		Recurring Charges	Non Recurring Charges
	Monthly Recurring Charges	\$977.00	One-time non-recurring charges \$0.00
	Less Ineligible Amount (if any)	\$0.00	Less Ineligible Amount (if any) \$0.00
	Number of Months	12	
	Eligible recurring charges	\$11,724.00	Eligible non-recurring charges \$0.00
			Line Item TOTAL \$11724
		Total:	\$11,724.00
		Funding Requested on 471:	\$11,724.00

Date Submitted 3/14/2013 4:44:12 PM

Verizon Wireless
National Government Sales & Operations
7600 Montpelier Road
Laurel, MD 20723
800-295-1614

Response to Request for Quotation: GSA-Federal Supply Schedule (GS-35F-0119P)

Date: January 24, 2013

Sales Representative: Deborah Wolfe
Government Account Executive
Verizon Wireless
10740 Nall Ave,
Overland Park, KS, 66211
Phone: (913) 232-1431
Email: deborah.wolfe@verizonwireless.com

Customer: Annette Beck
Ewing Marion Kauffman School
4251 Bridger Road
Kansas City, MO 64111
Phone: (816) 932-1157
Email: abeck@kauffman.org

Response to Request for Quotation includes:

- (1) Service and Equipment Quotes;
- (2) Service Rate Plans;
- (3) Calling Features;
- (4) Regulatory Surcharges and Fees;
- (5) Coverage Map;
- (6) Equipment; and
- (7) E-Rate Program

Call More People. Use Zero Minutes.

With Verizon Wireless.

America's Largest Mobile to Mobile Calling Family.

Now over 80 Million Strong!

NOTE: This quotation is valid for ninety (90) days from January 24, 2013 (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.



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- (5) Coverage Map;
- (6) Equipment; and
- (7) E-Rate Program

1/24/13
Base Price:

Verizon
\$3605.50

Sprint
\$3999.50

ATT
\$3650.50

Call More People. Use Zero Minutes.

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America's Largest Mobile to Mobile Calling Family.
Now over 80 Million Strong!

NOTE: This quotation is valid for ninety (90) days from January 24, 2013 (except for promotional pricing which may expire sooner). Data furnished in this document shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the document.



1.0 Service and Equipment Quotes

Service pricing provided is for Government Liability Accounts Only and is subject to the terms, provisions and conditions of the General Services Administration (GSA) Federal Supply Schedule Contract No. GS-35F-0119P. Coverage, service and offers not available in all areas. Full terms and conditions, along with additional pricing plans offered by Verizon Wireless can be found on the GSAAAdvantage.gov Internet website. Prices quoted do not reflect Federal Universal Service and Regulatory Fees, charges, or pass-through assessments. Please see information on Regulatory Surcharges and Fees below for additional details.

Calling Plan

Calling Plan	Number of Lines	Number of Minutes	Monthly Charge Per User (ea.)	Total Base Monthly Charge*	Total Base Charge for One Year*
Domestic America's Choice for Government Voice and Data Plans 1000 with Pooled Minutes	50	1000 Pooled Domestic Voice Minutes, Unlimited Domestic Nights and Weekends, Unlimited Domestic Mobile to Mobile Minutes, Unlimited Domestic Push to Talk, Unlimited Domestic Data Allowance for Email, and Unlimited Domestic TXT/PIX/FLIX Messages	\$72.11	\$3,605.50	\$43,266.00

*Charge does not include roaming charges, minutes used over allowance, etc below for more information.

All quotes contained in this proposal are subject to the terms and conditions of the contract. You must be in good-standing with Verizon Wireless to migrate your existing lines of service currently has service with Verizon Wireless. Price plan changes and discounts will be reflected on your Verizon Wireless billing statement for accounts transitioning to an approved plan. To comply with FCC requirements, Verizon Wireless allows only GPS-compliant devices. If your device is not GPS-compliant you will not be able to activate service on our network.

1290 =
\$4038.10

Equipment (Open Market)

The prices of equipment in the attached Government Equipment Matrix have been set for new cellular service activations and eligible equipment upgrades. Non-Federal Supply Schedule Contract No. GS-35F-0119P (and, pursuant to the contract, all other procurement documents including but not limited to BPAs, or individual task orders) equipment purchased without service activation is not eligible for discounted pricing and will be charged full retail price. A wireless device must be in service for a minimum of 10 months to be eligible for an equipment upgrade at the discounted pricing regardless of contract vehicle chosen. If you choose to upgrade or replace equipment due to loss or theft of your device prior to completing 10 months of service, you may be charged full retail price. This offer cannot be combined with any other offer. Other restrictions or charges may apply. Prices are subject to change without notice and quantities may be limited. Please contact your sales representative at the time of purchase for the latest equipment pricing.

To the extent that Verizon Wireless provides wireless products to your agency, such products are manufactured by third parties and may be manufactured or substantially transformed in non-designated countries. Please contact us if you need country of origin information for a specific product.



Sprint

470 Application #	461360001074017
Spin Number	143006742
School Name	EWING MARION KAUFFMAN SCHOOL
Phone Number	785-840-0100
Main Address	4251 BRIDGER RD
City	KANSAS CITY
State	MO
Zip Code	64111
BAN/Account #	New
Quote Date	01/22/2013
Contact Name	TOBY SYKES
Contact Email	TOBYSYKES@ERATESOLUTIONS.COM
Contract Name	STATE OF MISSOURI - WSCA PA
Contract Number	MASTER SERVICES AGREEMENT #1907
State Discount %	25%
Term	Month to Month
Funding Year	2013-2014

Sprint Nextel E-Rate Wireless Service Quote

Price Plan	Access Charge [2]	# of Units	Monthly Charge	Estimated E-rate Subsidy Discount	Estimated Applicant Payment After Subsidy
Bundled Voice and Data Plans				90% [1]	
Custom Pro Pack Bundle 1000 (1000 Anytime minutes, Pooled Voice Minutes, Unlimited mobile to mobile minutes, Unlimited Email and Web, Unlimited Text Messages, Domestic Long Distance included, No Roaming, Unlimited Nights and Weekends starting at 7PM, Unlimited Sprint Direct Connect (on select devices), anytime overage minutes \$0.25/min., includes \$10/month Premium Data add-on charge.)	\$79.99	50	\$3,999.50	(\$3,599.55)	\$399.95
911 / State Taxes			\$119.99	(\$107.99)	\$12.00
Federal USF			\$84.23	(\$75.81)	\$8.42
			Total Per Month	\$4,203.72	(\$3,783.34)
			Total Per Year	\$50,444.58	
Estimated Total Per Year After E-Rate Subsidy					\$5,044.46

Customer Signature: _____ Date: _____
 Service Provider Signature: _____ Date: _____

The Agreement is effective as of the last date of signature noted above. The Term of the Agreement will begin ("Service Commencement Date") according to the following option selected by the Customer (if neither box checked, Option 1 is the default):

- Option 1: _____ Service will begin on July 1, 2013. Customer is requesting E-Rate support, but agrees that it will obtain Service and be liable for payment regardless of whether it receives E-Rate support.
- Option 2: _____ Service will begin only after Sprint has received a Funding Commitment Decision Letter awarding E-Rate funds to Customer, and in no case before July 1, 2013. Customer will be responsible for payment for Service throughout the Term and for any amounts not covered by the E-Rate program, regardless of the availability of E-Rate funding in future years.

[1] Visual Estimate ...based on current E-rate Subsidy - Sprint offers both SPI and 472 Reimbursement Options

[1] The estimated E-rate Subsidy Discount and Estimated Applicant Payment After Subsidy are estimates based on information available to Sprint at the time this quote was prepared, including (but not limited to) prior year data for subsidy discounts and payments. Customer eligibility and final E-Rate Subsidy discounts and funding amounts are determined by USAC, not Sprint. Sprint is not responsible for Customer's compliance with FCC, USAC or Other Funding Source rules and regulations,

Customer's applications for Support, or any decisions or actions by the FCC, USAC or Other Funding Sources with respect to Customer.

[1] Subsidy percentage is subject to change and dependent on funding release by USAC.

[1] Invoices will not reflect subsidy discount unless: (i) applicant selects direct discounting; (ii) funding is certified; and (iii) funding is released to applicant.

[2] The pricing for select Voice and Data bundles will be cost allocated during Sprint's eligibility calculation to exclude all ineligible E-rate features prior to E-rate Reimbursement Claim.



E-Rate Proposal for Ewing Marion Kauffman School

January 18, 2013

To: Toby Sykes,
Ewing Marion Kauffman School
4251 Bridger Rd, Kansas City, MO 64111

From: TIFFANY BRUMUND, AT&T Sales Mgmt/Support
2000 W ATT Center Dr, Hoffman Estates, IL 60192
Office: 847-248-2120
Email: tb1630@us.att.com

Quote #502643

Introduction

In response to Ewing Marion Kauffman School's Form 470 bid #461360001074017, I'm providing information on an AT&T solution that may meet your requirements and qualify for E-Rate funding. The solution includes the following components:

- Wireless services are a set of mobile solutions—devices, applications, and plans—that help you boost productivity, streamline operations, and improve responsiveness to your clients and colleagues.. Wireless services enable organizations to be more mobile than ever—traveling to clients, working from remote locations, using mobile devices to communicate while on the go or to connect to corporate resources. AT&T's Service Provider Identification Number (SPIN) for Wireless services (WSCA for E-rateBuilder only) is 143025240.

We recommend the Western States Contracting Alliance (WSCA) program and contract as the right solution for your needs. The WSCA awarded a contract to AT&T through a competitive process open to all wireless vendors, and this contract is available to thousands of schools and libraries.

Subsidiaries and affiliates of AT&T Inc. provide products and services under the AT&T brand. © 2012 AT&T Intellectual Property. All rights reserved. AT&T, the AT&T logo, and all other AT&T marks contained herein are trademarks of AT&T Intellectual Property and/or AT&T affiliated companies. All other marks contained herein are the property of their respective owners. The contents of this document are proprietary and confidential and may not be copied, disclosed, or used, in whole or in part, without the express written permission of AT&T Intellectual Property or affiliated companies, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein. End User Equipment—Such as telephone handsets—is ineligible per Eligible Services List found on USAC website www.usac.org/sl/applicants/step06/. Applicants are expected to provide cost allocation of ineligible components as part of their funding request, per cost allocation guidelines www.universalservice.org/sl/applicants/step06/cost-allocation-guidelines-products-services.aspx. If equipment is "free," the value may have to be deducted from the pre-discount cost of services per Free Services Advisory www.universalservice.org/sl/applicants/step06/free-services-advisory.aspx. Promotional credits may be subject to cost allocation on E-Rate funding requests per E-Rate Free Services Advisory www.universalservice.org/sl/applicants/step06/free-services-advisory.aspx. Cost allocations are the responsibility of the Applicants. Equipment availability and pricing is subject to change based on when plans are activated.

Proposal Validity Period—The information and pricing contained in this proposal is valid until 1) the parties enter into a fully executed binding contract, 2) AT&T timely withdraws the proposal, or 3) the E-Rate filing window closes for the then-current E-Rate Funding Year, whichever first occurs. **Terms and Conditions**—Unless otherwise stated herein, this proposal is conditioned upon negotiation of mutually acceptable terms and conditions. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to AT&T's standard terms and conditions for those products and services and the AT&T E-Rate Rider unless otherwise stated herein. Any changes or variations in the standard terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges. **Disclaimer**—For purposes of this Proposal, the identification of certain services as "eligible" or "non-eligible" for Universal Service ("E-Rate") funding is not dispositive, nor does it suggest that this or any other services in this Proposal will be deemed eligible for such funding. Any conclusions regarding the eligibility of services for E-Rate funding must be based on several factors, many of which have yet to be determined relative to the proposed services and equipment described herein. Such factors will include, without limitation, the ultimate design configuration of the network, the specific products and services provisioned to operate the network, and the type of customer, and whether the services are used for eligible educational purposes at eligible locations. In its proposal, AT&T will take guidance from the "Eligible Services List" and the specific sections on product and service eligibility on the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC") website www.usac.org/sl. This site provides a current listing of eligible products and services, as well as conditionally eligible and ineligible services. This guidance notwithstanding, the final determination of eligibility will be made by the SLD after a review of the customer's E-Rate application for this proposal. If AT&T is awarded the bid for this project, AT&T will provide assistance on the E-Rate application solely on matters relative to the functionality of the services and products which comprise the network. Nevertheless, the responsibility for the E-Rate application is with the customer. AT&T is not responsible for the outcome of the SLD's decision on these matters. **Broadband Internet Access**—For information about AT&T's broadband Internet access services, please visit www.att.com/broadbandinfo.

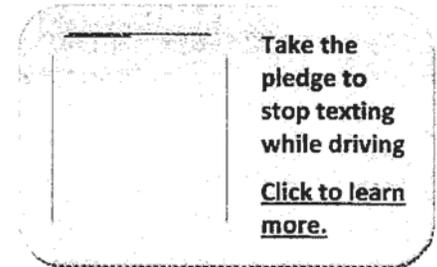




E-Rate Proposal for Ewing Marion Kauffman School

January 18, 2013

We use this WSCA contract to provide wireless service and products because it enables us to offer rates, terms, and conditions that are far more robust than those we could offer through individual procurement efforts. You can find more information at the AT&T WSCA Program website: <http://www.wireless.att.com/businesscenter/legal-contracts/wsca.jsp>



Features and Benefits

The solution gives you the following:

- Our devices—include a wide selection of smartphones, tablets, netbooks, e-readers, and Network-Ready Devices using Android™, Apple iOS, BlackBerry®, and Windows Phone. Additionally, LaptopConnect can wirelessly connect your laptop to the Internet at broadband speeds. For more information on the devices we offer, visit www.wireless.att.com/businesscenter/phones-devices/
- Our network—covers more than 80 percent of the U.S. population, including the top 100 U.S. markets, with mobile broadband service (check coverage in your area at www.wireless.att.com/coverageviewer/). We give you the nation's largest 4G network, including LTE and HSPA+ technologies with enhanced backhaul. We're expanding 4G LTE across our network footprint, and AT&T customers will continue to have access to fast 4G speeds even when they are outside of an LTE area.

Advantages of AT&T

Working with AT&T gives you the following advantages:

- Complete Solutions—AT&T offers a complete range of solutions. We're qualified to work with a wide variety of communication products and can assess your needs to find the best solutions.
- Data Network Strength—AT&T understands data transport—we own and operate world-class wireline, wireless, and IP data networks, including one of the world's most





E-Rate Proposal for Ewing Marion Kauffman School

January 18, 2013

advanced and powerful IP backbones. Our networks offer local, national, and global coverage.

- Reliability—AT&T is one of the strongest, most dependable communication providers in the industry. We monitor our network to identify and correct service issues quickly.
- E-Rate Experience—AT&T has participated in the E-Rate program for schools and libraries since the program's inception in 1998, and we're one of the program's largest service providers. We're proud to bring our technology, expertise, E-Rate knowledge, and education experience to your school or library, helping expand affordable access to advanced telecommunication services. For more information about AT&T and its participation in the E-Rate program, go to www.att.com/erate and download the E-Rate brochure.

Expert Support

We support you through our world-class customer-care operation that's conveniently accessible to you via

- Personal Relationships
 - Account management—sales, care, and support teams trained to work with organizations like yours
 - Stewardship—a process in which we periodically review your wireless accounts and recommend strategies to maximize your benefits
- Technical Specialists
 - Technical Support—available 24x7 to help you with your wireless voice and data services
 - Mobility application consultants—specialists who evaluate mobility applications
- AT&T Premier Enterprise Portal
 - Customizable, self-service site—available on the web 24x7 with secure access: <https://www.wireless.att.com/business/>
 - Online account management tools—make billing, reporting, and ordering fast and easy
 - Customer support—includes Click-to-Chat, help topics and tutorials, and phone





E-Rate Proposal for Ewing Marion Kauffman School

January 18, 2013

Solution Pricing

Mobility CRU Voice & Data (E-Rate) (12-Month Term)

Item	Description	Qty Current	Qty New	Total NRC	Total MRC
Government Bundle (Voice/Data/Text)	<p>1,000 Pooled Minutes Includes Unlimited web browsing and email, Unlimited Text Messaging, Basic Voice Mail, Caller ID, Caller ID Blocking, Call waiting, Domestic Long Distance, On-Network Domestic Roaming, 5,000 Night (after 9:00pm), and Weekend Unlimited Mobile to Mobile</p> <p>\$73.13 x 50 = \$ 3,656.50</p> <p>50,000 peak minutes shared per month by all phones</p>		50	\$ 0.00	\$ 3,656.50

WSCA 3 PA Agreement Number 1700119

To locate our current wireless device line up, follow this link:

<http://www.wireless.att.com/businesscenter/phones-devices>

Once you have selected AT&T as your provider, you will be able to log in and purchase equipment from this site.





P.O. BOX 4002
ACWORTH, GA 30101

Manage Your Account & View Your Usage Details At vzw.com/mybusinessaccount	Account Number 386818526-00001	Date Due 01/18/13
	Invoice Number 2848726482	

Quick Bill Summary

Nov 24 -- Dec 23

40000023 08 SP 2.300 **SINGLP T1 2 4823 64110-204601 1 E KSMO2307



C/O KSS
EWING MARION KAUFFMAN SCHOOL
4801 ROCKHILL RD
KANSAS CITY, MO 64110-2046

Previous Balance (see back for details)	\$5,865.18
Payments - Thank You	-5,865.18
Adjustments	-15.48
Credit Balance	-15.48
Monthly Access Charges	\$2,607.53
Usage Charges	
Voice	\$0.00
Messaging	\$0.00
Data	\$0.00
Verizon Wireless' Surcharges and Other Charges & Credits <i>12.190</i>	\$317.32
Taxes, Governmental Surcharges & Fees	\$0.00
Total Current Charges	\$2,924.85

Total Charges Due by January 18, 2013 \$2,909.37

Pay from Wireless #PWT (#768)	Pay on the Web At vzw.com/mybusinessaccount	Questions: 1.800.922.0204 or *611 from your wireless
----------------------------------	---	---

VN



C/O KSS
EWING MARION KAUFFMAN SCHOOL
4801 ROCKHILL RD
KANSAS CITY, MO 64110-2046

Bill Date December 23, 2012
Account Number 386818526-00001
Invoice Number 2848726482

Total Amount Due by January 18, 2013

Make check payable to Verizon Wireless.
Please return this remit slip with payment. **\$2,909.37**

\$, .

P.O. BOX 25505
LEHIGH VALLEY, PA 18002-5505

Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.



2848726482010386818526000010002924850002909374



Get Minutes Used	Get Data Used	Get Balance
#MIN + SEND	#DATA + SEND	#BAL + SEND

Explanation of Charges

Verizon Wireless' Surcharges

Verizon Wireless' Surcharges include (i) a Regulatory Charge (which helps defray various government charges we pay including government number administration and license fees); (ii) a Federal Universal Service Charge (and, if applicable, a State Universal Service Charge) to recover charges imposed on us by the government to support universal service; and (iii) an Administrative Charge, which helps defray certain expenses we incur, including charges we or our agents pay local telephone companies for delivering calls from our customers to their customers, fees and assessments on our network facilities and services, and costs and charges associated with new cell site construction, local number portability, and other government mandates. Please note that these are Verizon Wireless charges, not taxes. These charges, and what's included, are subject to change from time to time.

Taxes, Governmental Surcharges and Fees

Includes sales, excise and other taxes and governmental surcharges and fees that we are required by law to bill customers. These taxes, surcharges and fees may change from time to time without notice.

Late Fee Information

A late payment applies for unpaid balances. The charge is the greater of \$5 or 1.5% per month, or as permitted by law.

Verizon Wireless' Other Charges and Credits

Includes charges for products and services, and credits owing.

Payments and Adjustments

Previous Balance	\$5,865.18
Payments - Thank You	
Payment Received 12/19/12	-2,940.33
Payment Received 12/21/12	-2,924.85
Total Payments	-\$5,865.18
Adjustments	
Global Data 100MB-Access for 816-769-2660 on 11/28/12	-15.48
Total Adjustments	-\$15.48
Credit Balance	-\$15.48

Correspondence Address: Verizon Wireless Operations Support, 777 Big Timber Road, Elmhurst, IL 60120

Automatic Payment Enrollment for Account: 386818526-00001 EWING MARION KAUFFMAN SCHOOL

By signing below, you authorize Verizon Wireless to electronically debit your bank account each month for the total balance due on your account. The check you send will be used to setup Automatic Payment. You will be notified each month of the date and amount of the debit 10 days in advance of the payment. I understand and accept these terms. This agreement does not alter the terms of your existing Customer Agreement. I agree that Verizon Wireless is not liable for erroneous bill statements or incorrect debits to my account. To withdraw your authorization you must call Verizon Wireless. Check with your bank for any charges.

1. Check this box.
2. Sign name in box below, as shown on the bill and date.
3. Return this slip with your check for this month's payment.

Changing your billing address for Account: 386818526-00001 EWING MARION KAUFFMAN SCHOOL

Use this space or sign in to My Verizon at vzw.com/changeaddress to change the mailing address where we send your bill. If we do not have your most recent email address, provide it below and we'll use it to tell you important information about your Verizon Wireless service. Allow 2 billing cycles for the address change to take effect.

New Address _____
 City _____
 State/Zip _____
 Work Phone _____ Home Phone _____
 Email _____

Confirming or changing your service address

For each of your mobile numbers, in order to bill taxes and surcharges correctly we need a service address - which is a street address (not a PO Box) that is the home or primary business address of the person who uses that number. To confirm or change the service address for any of your mobile numbers, sign in to My Verizon at vzw.com/serviceaddress.



Invoice Number Account Number Date Due Page

Overview of Lines

Lines Charges	Page Number	Monthly Access Charges	Usage Charges	Equipment Charges	VZW Surcharges and Other Credits	Taxes, Governmental and Surcharges	Third-Party Charges (Includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Reaming	Messaging Roaming	Data Roaming
785-230-5502 Ewing Marion Kauffman School	5	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
785-230-5974 Ewing Marion Kauffman School	6	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-363-9913 Aaron North	7	\$48.07	---	---	\$5.31	\$0.00	---	\$53.38	---	---	---	---	---	---
816-518-1544 --	8	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	63	1	3916KB	---	---	---
816-518-1660 --	9	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-518-3053 --	10	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-559-1607 Emk School	11	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	4	---	6821KB	---	---	---
816-604-0375 New Line	12	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	56	3	30,134KB	---	---	---
816-604-7281 New Line	13	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	15	1	19,345KB	---	---	---
816-604-7410 New Line	14	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	62	1	37,573KB	---	---	---
816-604-7920 New Line	15	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	2	1	55,212KB	---	---	---
816-654-2842 New Line	16	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	433KB	---	---	---
816-654-3387 New Line	17	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	58	3	29,842KB	---	---	---
816-654-4471 New Line	18	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	53	1	31,278KB	---	---	---
816-673-5686 New Line	19	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	37	6	36,018KB	---	---	---
816-673-5690 New Line	20	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-673-5696 New Line	21	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-673-5698 New Line	22	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-673-5700 New Line	23	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	57	2	20,952KB	---	---	---
816-673-5701 New Line	24	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	58	4	32,944KB	---	---	---
816-673-5713 New Line	25	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	83	1	10,034KB	---	---	---
816-673-5729 New Line	26	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-730-1311 Ewing Marion Kauffman School	27	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	838	2	424,587KB	---	---	---
816-769-2660 Hannah Lofthus	28	\$58.07	---	---	\$5.31	\$0.00	---	\$63.38	481	1,098	847,861KB	---	---	---
816-912-7413 New Line	29	\$39.99	---	---	\$0.02	\$0.00	---	\$40.01	---	---	766B	---	---	---
816-912-8890 Lafonda Mcgee	30	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-912-8891 Elisabeth Booze	31	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-912-8892 Cassie Thompson	32	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	9	1	39,108KB	---	---	---
816-912-8893 Lindsey Dolge	33	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-912-8894 Sandy Gerlach	34	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	184	104	3,762,536KB	---	---	---
816-912-8895 Hannah Jensen	35	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-912-8896 Leah Marr	36	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	---	---	---	---	---	---
816-912-8897 Michael Mayberry	37	\$82.10	---	---	\$9.02	\$0.00	---	\$91.12	---	---	---	---	---	---
816-912-8898 Ryan Sellers	38	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	353	46	65,068KB	---	---	---



Invoice Number Account Number Date Due Page

Overview of Lines, continued

Lines Charges	Page Number	Monthly Access Charges	Usage Charges	Equipment Charges	VZW Surcharges and Other Charges and Credits	Taxes, Governmental Surcharges and Fees	Third-Party Charges (Includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
816-912-8899 Jason Zimmerman	39	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	1268	158	130,217KB	---	---	---
816-912-8900 Nita Daniels	40	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12	128	17	37,613KB	---	---	---
816-912-8901 Laura Ryan	41	\$72.10	---	---	\$9.02	\$0.00	---	\$81.12						
Total Current Charges		\$2,807.53	\$0.00	\$0.00	\$317.32	\$0.00	\$0.00	\$2,924.85						

37 phones

= \$70.47/ave.





TERM SERVICE ORDER – AMENDMENT TO CUSTOMER AGREEMENT

Account Number:793132

Amendment Effective Date:2-1-13

Requested Implementation:June 15, 2013

Sales Representative:Tom Fitzpatrick/Denny Boyer

Purpose of this Amendment (check as applicable)

ADD a New or Replacement Service

DELETE an Existing Service

CHANGE and KEEP and Existing Service

Customer Name:Ewing Marion Kauffman School

Address 1: 4251 Bridger Road

Address 2:

City, State, Zip:Kansas City, MO 64111

Customer Contact:Steve Chapman

Customer Contact Phone:816-835-4321

Date of Existing Agreement:2-14-12

New Address: (If moving):

Address 1:6401 Paseo

Address 2:

City, State, Zip:Kansas City, MO 64131

1. Amendment. The purpose of this Amendment is as follows (describe what SureWest is requested to do for Customer): Customer is moving from 4251 Bridger Road, KCMO 64111 to 6401 Paseo Blvd, KCMO 64131 ; Moving all voice services, POTS services and Internet to new location. Customer signing new MAC order for GIG upgrade. Everything else is same except new address. Service MUST be in by 6/18/13. No exceptions. This is an ERATE customer and all ERATE rules and policies apply..

2. Individual Service Changes. SureWest and Customer agree to the following, at the prices stated:

Quantity	Service Name	Base Monthly Recurring Charge (MRC) (per unit)	Total MRC for Each Service	Non-Recuring Charge (NRC)
A. List Additions:				
x	Adding 1 GIG Internet	\$9600	\$9600.00	0.00
TOTAL INCREASE IN MRC DUE TO ADDITIONS				
B. List Deletions:				
X	Removing 100Mbps Internet	\$5200	5200.00	0.00
TOTAL REDUCTION IN MRC DUE TO DELETIONS				
C. List Changes for Existing Services to be Continued (Including Moves) (with NET Change in MRC, and any NRC, for each):				
TOTAL NET CHANGE (INCREASE OR REDUCTION) DUE TO CHANGES			\$4400.00	
SUMMARY OF AMENDMENT – OVERALL CHANGE IN MRC AND NRC			\$4400.00 Net Increase effective July 1, 2013	No NRC
<small>(PER AGREEMENT, TAXES, REGULATORY AND OTHER FEES ARE ALSO PAYABLE BY CUSTOMER)</small>				

3. **Term.** For each new or changed Service, the new term ("Term") for such Service is: July 1st 2013 – July 1st ,2016 (36) months. (If individual Services identified here will have different Terms, a list of the Services, identifying the different Terms, is attached as Exhibit 1.) If no new Term is filled in above, the new Term is the longer of (i) twelve (12) months or (ii) the remainder of the term applicable to the other Services Customer is procuring from SureWest at the same location(s), but not more than thirty-six (36) months.

4. **Cancellation Charge.** As provided in the Agreement, a cancellation charge will apply to cancellation of an added Service prior to delivery or any Service to be moved, if this Amendment indicates there would have been a net increase in the overall MRC payable under this Amendment, or if SureWest has incurred more than incidental costs as of the date of cancellation.

5. **Early Termination Charge.** As provided in the Agreement, an early termination charge will apply to any early termination: (a) of any added Service, and (b) of any changed Service (including a moved Service) for which a new Term will apply or for which SureWest incurs more than incidental installation or change costs. If a changed Service (including a moved Service) is provided using the original Term, the early termination charge will be calculated using the original Term.

6. **Integration.** Taken with the Agreement, this is the entire agreement of the parties with respect to this Amendment, and it includes all prior and/or contemporaneous representations, agreements, understandings and commitments related to the new, added or changed Services. Any additional changes shall be in writing and signed by the parties.

7. **Relation to Customer Agreement.** Except to the extent specifically provided otherwise herein, the terms and conditions of the Customer Agreement will apply to these Services. Provisions of the Customer's Agreement not specifically changed by this Amendment will remain in full force and effect.

8. **Defined Terms.** Terms that are defined in the Customer's Agreement have the same meaning in this Amendment.

In witness whereof, Customer and SureWest have executed this Amendment as of the Effective Date set out above.

Customer: Ewing Marion Kauffman School

By (Authorized Signature):

Printed Name: Paul Greenwood

Title: Head of School

Date: 2/7/13

Accepted: SureWest Kansas Connections, LLC

By (Authorized Signature):

Printed Name:

Title:

Date:

The Solution:

Updated 1/11/13

This WAN pricing was offered in conjunction with the IPBX deal originally. Since we are no longer in competition for that business we will still honor the following pricing for WAN services.

With regards to POTS service, If Kauffman School does upgrade to 1 GIG of Internet we will waive all charges for the 15 POTS lines.

If you go with the 100 or 500Mbps solution, the cost of POTS are \$15.00 per line for a MRC of \$225.00.

WAN SOLUTION

(moving current services from Bridger to 6401 Paseo)

100 Mbps \$5200.00 Current contract rate applies

500Mbps \$5950.00 \$750 MAC to increase bandwidth

1GIG \$9600.00 \$4,000 MAC to increase bandwidth

Alta Vista Charter School

(School and IPBX Reference)

Che Sanchez 816-471-2582
Chemht@hotmail.com
ngarcia@guadalupecenters.org

Blue Valley School District (School Reference)
Joe Yoakum
913-239-4117
jyoakum@bluevalleyk12.org

Matthew Tiefenbrunn Insurance Agency (IPBX Reference)
mtiefenbrunn@farmersagent.com
573-680-1930

DeLaSalle (School, Voice, Data, Internet Reference)
Karen Brooks
kbrooks@delasallecenter.org
816-561-4445

I can provide more reference if needed

BUSINESS SOLUTIONS SERVICES AGREEMENT

This Business Solutions Services Agreement ("Agreement") is made as of February 14, 2012 (the "Effective Date") by and between SureWest Kansas Connections, LLC, a Delaware limited liability company ("SureWest"), and Ewing Marion Kauffman School, Inc a School, 4251 Bridger Road, Kansas City, MO 64111("Customer").

This Agreement is primarily for local, intrastate and interstate telecommunications services for businesses and/or for their Internet services. It may also include cable television and other services where specified. It also may include the purchase and/or lease of telecommunications or other equipment and/or facilities, where identified below and on any attached exhibits.

In consideration of the promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SureWest and Customer agree as follows:

- 1. Services and Location. The services and any related equipment (together, the "Services") being obtained by Customer are listed on Attachment 1. If Customer wants additional Services, they will be added pursuant to an amendment that is signed by both parties. The location(s) at which the Services (including any specific equipment) will be provided is/are also set out in Attachment 1.
2. Term. The initial term ("Term") of this Agreement is 36 months. This Agreement shall be binding on the parties as of the Effective Date. The initial Term for Service shall begin on the date that the Service is initially made available to Customer for use. The Term shall continue for the number of months set out above, subject to the General Terms and Conditions of this Agreement, which are attached and incorporated by reference as a part of this Agreement. (If no initial Term is filled in, the initial Term is twelve (12) months or the term in the most recent sales quote, if longer.) The initial Term will be extended as provided in the General Term and Conditions.

Customer recognizes that the rates quoted for the Services are based in significant part on Customer's Term commitment. If Customer terminates a Service earlier than the end of the then-applicable Term period for any reason not permitted by this Agreement, or if SureWest terminates a Service for Customer breach, Customer agrees that it will be subject to an early termination charge based on the number of full or partial months left in that Term period for the terminated Service(s), as explained in the General Terms and Conditions. If Customer terminates this Agreement for any reason prior to the date that the Service is initially made available to it, Customer agrees to pay a cancellation charge as set out in the General Terms and Conditions.

- 3. Requested Service Date. The date on which Customer requests Service to be available to it is: July 1, 2012
4. Charges and Fees. The following reflect the charges and fees applicable to the Services ordered:
(a) Base monthly recurring charge ("Monthly Recurring Charge", or "MRC") (aggregate amount for all Services (taxes and other charges are extra)): \$5125.00
(b) Installation fee (a one time, non-recurring charge, which may be paid over the number of months stated in (d)): 0.00
(c) Expedite or other fee(s) (any where applicable, any other fees specified here or on an exhibit): n/a
(d) (If applicable): Number of months over which the installation fee is to be paid (not more than 4 months) n/a

SureWest and Customer agree that the amount set out in (a), above, represents the total of the base monthly recurring charges payable by Customer for the Services that Customer has ordered as of the date of this Agreement and that are listed on Attachment 1, taking into account all discounts and credits. Any and all taxes, fees, universal service and similar public policy assessments, whether directly assessed on a Service or allocated and flowed through by SureWest to customers, are in addition to the amount set out in (a), and are also payable by Customer. Customer acknowledges that the total installation fee set out in (b) also may be subject to taxes, fees and similar assessments, and that these, too, are payable by Customer.

If there is an installation fee, it will be billed in a lump sum and is payable on the due date. The installation fee may be paid by Customer in up to four (4) installments as set out above if arranged in advance with SureWest. Any expedite fee set out in (c) is payable by Customer only if Customer and SureWest agree that Service(s) will be installed and made available in a time shorter than SureWest's standard installation interval, and the Service(s) are available to Customer by the agreed date. If the expedited installation date is not met, Customer is not responsible for the expedite fee, unless the failure was caused in whole or part by Customer, including failure to procure needed access to its service location. Unless an expedite fee is paid, any requested Service date is an estimate only, and a firm date will be established later by SureWest in consultation with Customer.

5. Commitment. Customer agrees that what is set out above reflects its order for Service and agrees to pay for the Service(s) as provided herein. If Customer is procuring telecommunications services from SureWest that require presubscription or third party agreements, Customer authorizes SureWest to act on its behalf to order any necessary circuits and connections and to change presubscribed carriers to SureWest. If specific rates, Term and Service locations are not set out herein, those set out in the most recent sales quote are incorporated herein by reference.

SureWest Kansas Connections, LLC

Ewing Marion Kauffman School, Inc (Customer)

By: _____

By: [Signature]

Name: _____

Name: Aaron M. North

Title: _____

Title: Director of Operations

The obligation of SureWest under this Agreement is not effective until it is signed by an authorized SureWest representative.

**Attachment 1
Service Order**

[Areas in grey and signatures to be completed]

I. **SERVICES REQUESTED:** The Service(s) requested by Customer to be provided by SureWest under the Agreement are as follows:

Customer:	Ewing Marion Kauffman School, Inc
Location(s) Where Services Are To Be Provided:	4251 Bridger Road Kansas City, MO 64111

Number Ordered	Service (list equipment on a separate schedule)	Term (in Months)	Non- Recurring Charges (if any)	Unit Price or Base Monthly Recurring Charge per Unit ("MRC")	Total Monthly Recurring Charge for Service ("MRC")
1	100Mbps Fiber	36	0.00	4950.00	0.00
5	POTS Lines	36	0.00	175.00	
	Installation Charge (if applicable)				
	Expedite Charge (if applicable)				

TOTAL MRC/MO: \$5125.00
TOTAL NRC: \$0.00

NOTE: All pricing is exclusive of (i) any non-recurring charges ("NRCs") incurred that are not reflected above, (ii) any usage or variable charges, (iii) all taxes and fees, and (iv) all charges incurred in connection with governmental or quasi-governmental assessments, subsidies, public policy programs and administration costs, each of which is payable by Customer. Any long distance package pricing excludes charges related to all international calls.

Costs for in-building or other site work beyond the demarcation point, including but not limited to installation of risers, ports, jacks, data drops or inside wiring are additional. Rates are available upon request if Customer is interested in SureWest performing installation of jacks, data drops, inside wiring or other items.

II. **TERM OF SERVICES COVERED BY SERVICE ORDER.** Each of the Services will be provided for the term period set out above and/or in the Agreement, but not less than a term of twelve (12) months from the Service availability date.

III. **BASIC AGREEMENT.** This Service Order is hereby incorporated as part of the Agreement, dated the 14th day of February 2012 between the Parties.

Ewing Marion Kauffman School, Inc.
(CUSTOMER)

Accepted by SUREWEST

By: [Signature]
Name: Aaron M. North
Title: Director of Operations
Date: Feb. 14, 2012

By: _____
Name: _____
Title: _____
Date: _____

GENERAL TERMS AND CONDITIONS

1. **SERVICES.** Customer (or "you") agrees to execute such reasonable additional forms and authorizations as SureWest ("we" or "us") requires to install, provision and/or provide the Services ordered, and to secure payment. You acknowledge that, in certain cases, we may perform under this Agreement through one or more SureWest affiliates. 2. **RATES.** You may be quoted either a final price for a Service, or a standard or regular price against which an agreed discount may be applied. The pricing set out in this Agreement controls over any other quote or pricing estimate or statement, whether given orally or in writing. You should check to assure that the pricing set out here conforms with any final sales quote or other pricing commitment given to you. It is binding. Any installation or other fee that is waived is waived on the condition that you meet your obligations under this Agreement for the Term period. You may order additional Services at any time, and the parties will be bound on execution of a separate written document identifying the terms and condition of the new Service.

If a Service is tariffed or provided under another framework mandated by regulators, those terms and conditions are applied in accordance with applicable law. Those terms and conditions will control over any inconsistent term and condition to the extent provided by law. A change in terms and conditions for a tariffed Service (or controlled by other mandated Service format) will apply prospectively.

3. **CANCELLATION CHARGE; EARLY TERMINATION CHARGE.** If you cancel this Agreement after the Effective Date but prior to the date that Service is first made available to you, you agree to pay to SureWest a cancellation charge equal to four (4) months of Monthly Recurring Charge, plus all costs incurred by SureWest with third parties in connection with the extension of facilities to your Service location.

If you terminate a Service after the Service is first made available to you and before the end of the applicable Term period for any reason not permitted by this Agreement, or if we terminate for your breach, an early termination charge will become immediately due and payable by you as follows:

- You are responsible for 100% of the Monthly Recurring Charges for each of the first twelve (12) months remaining in the Term;
- You are responsible for 75% of the Monthly Recurring Charges for each month remaining in the next twelve (12) months of the Term, if any; and
- You are responsible for 50% of the Monthly Recurring Charges for any remaining period after the twenty-fourth (24th) month of the Term, if any.

You are also responsible for: (i) any recurring Service charges that are unpaid as of termination, (ii) any non-recurring charges that are due or that become due, including installation charges, (iii) all costs incurred by SureWest with a third party for any service, equipment or access rights procured in order to serve you, and (iv) all taxes, fees and assessments. You agree that although it is difficult to precisely calculate damages, the early termination charge provision is a fair estimate of the damages to SureWest in connection with your early termination and is not a penalty. The early termination charge shall be paid to SureWest not later than the later of any due date identified on the invoice or thirty (30) days after the date Service is terminated. If SureWest or an affiliate has provided any equipment to you, the equipment must be returned to SureWest in good condition. SureWest is authorized to enter your premises to recover its equipment, and to charge you for its cost if it is not able to recover the equipment in good condition. When you pay the charges set out above, you will have no further financial obligation under this Agreement. Service termination notices must be submitted in writing to SureWest.

4. **EXTENSION.** Following the initial Term, this Agreement will automatically be extended for twelve (12) month periods, unless either party provides at least thirty (30) days written notice of termination to the other. At any time after the initial Term period, SureWest may modify any terms and conditions, including applicable rates and charges for Service(s), on thirty (30) days notice; provided, however, that any modifications will apply prospectively. If the terms and conditions are unacceptable to you, you may terminate the affected Service(s) on thirty (30) days written notice to SureWest, paying for the Service(s) through the date of actual termination.

5. **ACCESS/DEMARICATION POINT.** You agree to provide SureWest with reasonable access to the location where Service will be provided and to cooperate with SureWest during installation and other work related to the provision of Service. If you are not the location owner, you agree to obtain from the owner or landlord, at your expense, all authority required for SureWest to place the equipment and facilities necessary to provide Services to you. If you do not secure such authority by a mutually agreed installation date, either party may terminate this Agreement on written notice to the other without any early termination charge, but you will be responsible for the cancellation charge, and all costs incurred by SureWest with third parties to extend facilities to the Service location to serve you. If SureWest is required to pay for access to serve you, you will be notified of the costs, and those costs will be passed on to you. If Service is to be connected to your facilities or to the facilities of another entity, SureWest will deliver Service to a demarcation point established in accordance with applicable law and/or regulation, or in lieu thereof, established by SureWest at or near the Service location, consistent with FCC rules and regulations.

If access rights are terminated during the Term by any third party, or if the terms and conditions for access are materially changed by any third party (including new or increased fees or charges), regardless of whether this occurs for breach, for convenience or otherwise, SureWest may terminate this Agreement on written notice to you unless you procure new access rights or you assume responsibility in connection with any new terms and conditions, including any new or increased fee or charge.

6. **COMPLIANCE WITH LAWS; OTHER REQUIREMENTS.** Each party agrees to comply with all Federal, state and local laws, rules, regulations and ordinances applicable

to the Services. We reserve the right to suspend a Service if we determine that the use being made of that Service is or is likely to be in violation of applicable law or regulation. You recognize that if we do this, it may involve a Service interruption.

If you procure Internet Service, you agree to have an Acceptable Use Policy ("AUP") in place for Service users that is generally consistent with our AUP. Our AUP continues to bind you. The AUP establishes policies and procedures covering such things as security, harmful or unlawful uses, disputed content, copyright issues and other concerns. A copy of our current AUP is available at the SureWest website, and it is made a part of this Agreement by this reference. Our AUP is dynamic and may be modified prospectively from time-to-time without separate notice to you in order to address issues relevant to the broader customer base. In the event of a conflict between the AUP and this Agreement, the Agreement will control. Even if you have your own AUP in place, a material violation of our AUP may result in suspension or termination of Service.

7. **PAYMENT.** You agree to pay for all Services at the applicable rates and charges, plus all applicable taxes, fees and assessments.

You will be billed monthly. Typically, recurring charges and related taxes and fees will be billed in advance, and usage, variable, or non-recurring charges will be billed in arrears. You are responsible for all use of your Services and to make sure that only persons authorized by you will use them. For such time as is permitted by law, we reserve the right to bill you retroactively for any Services you received or used and for which we had not yet billed you.

You agree to pay all amounts stated on the invoice by the due date, or if there is no date stated, within thirty (30) days of the date of our invoice to you (the "Due Date"). If you do not timely pay your bill, you will be responsible to pay interest on the unpaid amount at our then prevailing rate, or to pay a 3% late charge applied to the amount unpaid, or both, but not more than that permitted by applicable law. These charges may be modified from time to time to promote timely payment. You may contact us at any time to obtain our then-current charges applicable to late payment. If your check is returned unpaid, or your payment does not clear, you will be billed our then-applicable fee for such occurrence. If you do not pay all undisputed amounts by the Due Date, we may elect to suspend or to disconnect any Service(s) until your account is brought current, including late fees and charges. A reactivation fee will apply.

8. **BILL DISPUTES.** If you dispute the amount stated on an invoice, you are required to notify us in writing by the date that payment is due for the invoice. All bill disputes must be made in good faith. Your dispute notice shall identify the charge(s) that you dispute and provide a reasonable explanation of the basis for the dispute. You also must timely pay all amounts not in dispute. If you do not timely raise a bill dispute, the bill will become final unless we later determine it is in error. You agree to pay all charges by the Due Date that are not disputed as required by this section, and to cooperate with us as we seek to resolve the dispute. We will seek to resolve the bill dispute promptly.

9. **USE OF SERVICES.** You agree to independently assess your need for backup Services or redundancy, and to procure such items as you deem necessary. You control the access to your Service, and therefore you are responsible to pay for any and all use of the Services provided to you, including others' access to and use of your Services and/or use of your equipment. This responsibility also extends to payment to any other service provider, such as a long distance company, that charges us or you in connection with your Services. We encourage you to investigate and implement available call blocking options to protect yourself from toll fraud.

10. **UPGRADES.** If you upgrade a Service before the end of the then-current Term period, you may avoid an early termination charge. You must purchase the upgrade for a new period that is not less than the remaining Term period it replaces. If you terminate the new Service early, an early termination penalty may apply to the new Service. This option may be used once during any then-current Term period.

11. **BREACH AND TERMINATION.** You will be in breach of this Agreement: (i) if you fail to timely pay any amount due to SureWest under this Agreement within ten (10) days of the date that it is due, or (ii) if you fail to perform any other material obligation under this Agreement, and such failure continues for more than twenty (20) days after written notice from SureWest; or (iii) if you are subject to voluntary or involuntary bankruptcy proceedings, make an assignment for the benefit of creditors, cease to operate as a going business, become insolvent or seek protection from creditors, and in any such case fail to deliver to SureWest within ten (10) days a court order providing for adequate assurance of continued payment for all Services provided under this Agreement and that includes a provision for a deposit of not less than two (2) months of the MRC for all Services, plus applicable taxes and fees. In the event of a breach that is not timely cured, SureWest may elect to suspend or terminate any Services and/or this Agreement on written notice to you. SureWest retains all remedies available to it by law. If SureWest is required to take action to collect amounts due, or to address any other breach, the prevailing party will be entitled to reasonable attorneys' fees and costs.

You can terminate this Agreement and/or a Service at any time on written notice to SureWest, so long as you pay to SureWest the applicable cancellation charge or early termination charge, and all other applicable charges. If SureWest breaches this Agreement and fails to cure within twenty (20) days after written notice from you, or is Bankrupt, you may terminate this Agreement or the affected Service without payment of an early termination charge, but you are responsible for all charges, including taxes and fees, through the date Services are terminated.

12. **EQUIPMENT.** We may agree with you to lease or otherwise provide you with equipment. The equipment will be identified and listed on a schedule or attachment. SureWest is not responsible for equipment procured from any third party, even if procured

through a SureWest contact. Any equipment provided by SureWest remains the property of SureWest, and you agree you have no property rights in it, unless you have entered into a written agreement to buy it and you make full payment of the stated price. Wiring remains SureWest property until law or regulation requires transfer to you, unless SureWest otherwise elects in writing to transfer it. You may not move any SureWest equipment without our written consent. You may not mortgage, encumber, or give any person any rights of any kind in any SureWest facilities or equipment. You agree not to modify, alter, damage or misuse SureWest equipment, and to return it to SureWest when Service is terminated, in the same condition as when installed, reasonable wear and tear excepted, and consistent with any requirement of law. If there is a separate written agreement for equipment purchase or lease, your rights will also be governed by such document. Return of SureWest equipment is required when terminating Service.

13. REMEDIES; LIMITS ON LIABILITY. Your remedies for any failure, interruption, degradation, outage, non-delivery or non-performance of any Services provided to you, including any related equipment and facilities, and any loss of data, or for any breach by SureWest or a SureWest affiliate of this Agreement, are limited to the following: (i) repair of the Service or facilities; (ii) re-performance of work, where that can be done; (iii) cancellation or termination of any Service not remedied by repair or re-performance, with no early termination charge; (iv) an adjustment to your bill; (v) a credit for certain qualifying outages; and (vi) in an appropriate case, injunctive relief for violations of non-disclosure or confidentiality provisions. Unless otherwise provided by tariff or this Agreement, if you have an outage that is not your responsibility and give us prompt notice of such event, and the outage extends for more than two (2) hours, you will become entitled to a credit for the affected Service in an amount that reflects the proportion of the Service month that is affected by the outage.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR LIABILITY TO SUREWEST, AND THE COMBINED LIABILITY OF SUREWEST AND ANY SUREWEST AFFILIATE TO YOU FOR DAMAGES RESULTING FROM ANY DEATH, BODILY INJURY OR DAMAGE TO REAL OR TANGIBLE PROPERTY, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES. FOR DAMAGES OTHER THAN THOSE RESULTING FROM DEATH, BODILY INJURY OR DAMAGE TO REAL OR TANGIBLE PROPERTY (EXCEPT FOR AMOUNTS YOU OWE FOR SERVICES), YOUR LIABILITY TO SUREWEST AND THE COMBINED LIABILITY OF SUREWEST AND ANY SUREWEST AFFILIATE TO YOU SHALL BE LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED THE TOTAL YOU HAVE PAID FOR ALL SERVICES FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF THE TRIGGERING EVENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER SUREWEST NOR ANY SUREWEST AFFILIATE SHALL BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING ANY LOSS OF BUSINESS, REVENUE AND/OR PROFITS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS, WITHOUT REGARD TO THE THEORY UNDER WHICH A CLAIM IS PURSUED.

Under no circumstances will SureWest, any SureWest affiliate, or any person or entity utilized by SureWest, be liable for any of the following: (1) any information or content that SureWest or an affiliate transports or provides, and any and all claims related to such information or content; (2) any unauthorized access to or use of your Services or equipment, or of any equipment or facilities related to such Services; (3) any access, alteration, theft, damage, destruction or loss of any of your records, data or other information; (4) any claims for damage for which you are responsible, whether in whole or in part, whether through action or inaction, and regardless of degree; and (5) claims against you by any person or entity who is not a party to this Agreement.

14. WARRANTIES. We will perform all installation and other work at the location where Service is provided in a competent manner, and any damage to such location will be promptly repaired or corrected. WE SPECIFICALLY DISCLAIM ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED AND/OR ERROR-FREE OPERATION OF ANY FACILITY, EQUIPMENT OR SERVICE. WE DO NOT WARRANT OR GUARANTEE SPECIFIC INTERNET UPLOAD OR DOWNLOAD SPEEDS OR DATA QUALITY. REALIZED INTERNET SPEEDS ARE SUBJECT TO MANY FACTORS OUTSIDE OF OUR CONTROL.

15. RESCHEDULED OR MISSED INSTALLATION DATE. If you reschedule an installation date, a one hundred fifty dollar (\$150) charge will apply. If we set a firm installation date and cannot meet it, and such failure is not caused in whole or part by you, you will not be responsible for the associated installation fee. If we cannot deliver a Service within thirty (30) days of the requested Service date, you may terminate your order for that Service on written notice to us.

16. CREDIT. All Services are provided subject to timely payment and your continued good credit. If we conclude that there is a material adverse change in your creditworthiness during the then-applicable Term period, we may: (1) require a deposit or an increase in an existing deposit; (2) deny or conditionally grant requests for additional Services; (3) suspend any Service on notice if the change suggests a present inability to pay for it; or (4) on twenty (20) days notice, elect to terminate Service(s) and/or this Agreement. If you fail to timely pay for Services, we nevertheless reserve all of our other remedies.

17. TRANSFER AND ASSIGNMENT. You may not assign or transfer this Agreement, any Service or any of your rights or obligations under this Agreement without our prior written consent, which will not be unreasonably withheld or denied. Notwithstanding this provision, you may assign or transfer this Agreement and the Services to an entity that you own, that is owned by you or that is under common control, or that is your successor by way of merger, consolidation or sale of all or substantially all of your assets, in each case

on written notice to us, and provided such successor entity agrees in writing to perform all terms and conditions applicable to this Agreement and the Services, and is reasonably capable of doing so. An assignment or transfer in violation of this section shall be void.

18. FORCE MAJEURE. We are not responsible for performing our obligations if they are delayed or hindered by any action, inaction or event that is outside of our reasonable control (a force majeure event). This can include, but is not limited to fire, flood, other severe weather event, riot or civil unrest, terrorist or similar acts, any strike or labor stoppage, war, action or inaction by another person or entity, or any act of God. If the Service is unavailable for more than two (2) full days, or for the time stated in an applicable tariff or rule, if shorter, and it is not due in any way to your action or inaction, your obligation to pay will be suspended until the Service is again available. We will use reasonable care to minimize the impact of the force majeure event, and to restore performance as soon as practicable. We will resume performance when the force majeure event ends. If the force majeure event is not caused by you and lasts for more than thirty (30) days, you may terminate the affected Service without any early termination charge.

19. NOTICE REGARDING PRIVACY AND CONFIDENTIALITY OF CERTAIN INFORMATION. In the course of providing Service to you, we will obtain, generate and/or possess information about you, your Services, and your use of the Services. Federal and state law and regulation may establish requirements and standards concerning the protection of privacy or the confidentiality of information. We may provide you with notices from time to time about your privacy rights and our compliance with applicable law and regulation. From time to time, we may be required to divulge information related to you, your Service or your Service use pursuant to court orders, subpoenas, or as otherwise required by law, and in some cases we may be required to do this without notification to you or your consent.

20. NOTICES. All notices to you will be sent to the address set out on the first page of the Agreement or on the latest Sales Quote, to the attention of the person signing the Agreement or to any officer. Notices will be effective on personal delivery, or as stated on any certified mail receipt, or as stated on an Express Mail, FedEx or equivalent delivery confirmation. Notices to SureWest shall be addressed as follows:

All notices other than legal notices: SureWest Kansas Connections, LLC Attn: Sales Department 14855 West 95 th Street Lenexa, KS 66215	All legal notices: SureWest Communications Attn: General Counsel 8150 Industrial Ave., Bldg A Roseville, CA 95678
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Either party can change the notice address on written notice to the other.

21. GENERAL

The person signing this Agreement for Customer represents and warrants that he/she is authorized to contract on your behalf and to execute this Agreement.

The failure of either party to insist on strict performance of any provision of this Agreement is not a general waiver of that provision or of any future performance.

This Agreement with all attachments and exhibits constitutes the entire agreement of the parties. No prior or contemporaneous agreements, oral or written, shall be effective unless specifically incorporated herein. No statement, representation or promise made by SureWest shall be valid unless included herein. This Agreement may only be modified or amended by a writing executed by both parties.

You authorize SureWest to act on your behalf for presubscription with respect to any telecommunications services you order that require it, for procurement of any Services from others contemplated by an exhibit, and for other rights needed to deliver the SureWest Services to you. You agree to execute documentation on our request. You understand that SureWest does not transfer or port telephone numbers across state lines.

This Agreement is governed by Federal communications law and the law of the state where the Service is provided, without regard to choice of law principles.

You authorize SureWest to seek confidentiality in connection with any regulatory filing related to this Agreement or to a Service.

If you are obtaining any Service that is not powered from within the SureWest network, you acknowledge receipt of disclosure that there are possible limits on access to 911 Service, that you, and not SureWest, must provide electrical power for any customer premises equipment and for connections to the underlying SureWest network, and that outages may affect 911 access, 711 access and access to other services for users. You also acknowledge that you may be required to affix stickers or labels related to 911 limits or to otherwise provide notice of such limitations. You also acknowledge that location-based 911 Service is available, if at all, only at the location where the related SureWest Service is actually installed by us. It is your sole responsibility to determine if a Service is compatible with any security or monitoring service and/or system you use.

You are advised that many Services are not subject to the same regulatory and tax treatment as traditional circuit-switched telephone Service, and your remedies may be different and more limited. To the extent that you utilize a private network or multiline telephone system, you are solely responsible to maintain timely and correct location information in the 911 or other relevant emergency database of all your telephone units and the numbers associated with them, so that the appropriate emergency agency will be contacted, and the assisting responder will be able to determine the actual location from which an emergency call is made. You give consent to SureWest and its affiliates to share information about your Services where such information can assist in initiating, providing, billing and collecting for any Services (including establishing and maintaining billing records, responding to Service issues, and resolving payment questions), and to provide information on other SureWest Services.

Reference
SPIN and BEAR Contact Search Results

Guidance on determining if a company is eligible to provide telecommunications services:

Form 499 Filer column indicates "Y":

- This service provider has successfully filed a Form 499 with USAC. Telecommunications providers with a "Y" are eligible to provide Telecommunications Services and Internet service providers with a "Y" are eligible to provide Interconnected Voice over Internet Protocol (VoIP) services.

All other designations:

- Some service providers that do not have a "Y" designation are eligible to provide Telecommunications Services because they meet certain conditions and are exempt from filing a Form 499 . You can contact the Client Service Bureau to determine if the company has met those conditions.

Form 499 Filer column indicates "X":

- This service provider has been researched by USAC and is **not** eligible to provide Telecommunications Services.

Form 499 Filer column indicates "Z":

- This service provider is currently being researched by USAC to determine if it is eligible to provide Telecommunications Services.

Form 499 Filer column is blank:

1. This service provider has not been researched and its status is unverified.

Applicants are reminded that they should confirm this and all other information with the service provider.

Page 1 of 1
 Results 1 - 1 of 1

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143036648	sipVine, Inc.	sipVine, Inc.	Robert E Conner	12742 South Constance Street , Olath, KS 66062	913744-3302		

Questions about the SLD Program? Call our Client Service Bureau at (888) 203-8100.

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**Terms of Service - sipVine Hosted Phone
Service
for the Ewing Marion Kauffman School**

1. SERVICE

- 1.1 **AGREEMENT:** These Terms of Service constitute the Service Agreement ("Agreement") between **sipVine, Inc** ("we", "us" or "sipVine") and the **Kauffman Charter School** ("Client" or "Customer") for sipVine's services and any related products ("Service"). This Agreement governs both the Service and any devices ("Device" or "Equipment") purchased through sipVine. By activating the Service, Customer acknowledges to have read, understood the terms and conditions of this Agreement, and be bound by its terms. This contract is in force unless canceled by either sipVine or Customer.

sipVine is the provider of a flexible and expandable hosted digital phone solution, specifically designed for business use and with every feature, option and configuration of a traditional corporate phone system. In addition, sipVine provides additional features such as Unified Messaging, Automated Attendant, Call Center Queues, and Conferencing Services. sipVine provides this system in a reliable and purposeful model.

- 1.2 **PRODUCT COPYRIGHT AND TRADEMARK:** The Service, Device and any firmware or software used to provide the Service or provided to Customer in conjunction with providing the Service, or embedded in the Device, and all services, information, documents and materials on our websites are protected by trademark, service mark, copyright or other intellectual property laws and international treaty provisions. All of our websites, corporate names, service marks, trademarks, trade names, logos and domain names (collectively "marks") are, and will at all times remain, our exclusive property. Nothing in this Agreement grants Customer the right or license to use any sipVine marks.
- 1.3 **UNAUTHORIZED USE OF FIRMWARE OR SOFTWARE DEVICE:** Customer has not been granted any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Device, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modification thereto) strictly in accordance with the terms and conditions of this Agreement. Customer expressly agrees that the Device is exclusively for use in connection with the Service and that sipVine will not provide any passwords, codes or other information or assistance that would enable Customer to use the Device for any other purpose. We reserve the right to prohibit the use of any interface device not provided by sipVine. Customer hereby represents and warrants that they possess all required rights, including software and/or firmware licenses, to use any interface device that we have not provided. In addition, Customer shall indemnify and hold sipVine harmless against any and all liability arising out of the use of such interface device with the Service. Customer shall not reverse compile, disassemble, reverse engineer or otherwise attempt to derive the source code from the binary code of the firmware or software.
- 1.4 **SOFTWARE LICENSE:** The software used for call processing (including call termination, faxing, voicemail, Individual Voice Response, and Automated Call Distribution), is all covered under the General Public License (GPL) associated with the Asterisk Open Source Code Platform. The software code for cluster synchronization, web-based management, backup process, process monitoring, reporting, alerting, and bulk configuration, all of which operate outside the call processing model, is copyrighted material of sipVine.
- 1.5 **THEFT OF SERVICE:** Customer shall not use the Service in a manner calculated to avoid sipVine policies and procedures. Customer shall not obtain or use the Service in an improper manner. Customer shall notify us immediately, in writing or by calling our Customer Support

Line, if the Device is stolen or if they become aware at any time that the Service is being stolen, fraudulently used or otherwise being used in an unauthorized manner. When calling or writing, Customer must provide company name, User ID and a detailed description of the circumstances of the Device theft, fraudulent use or unauthorized use of Service. Failure to do so in a timely manner may result in the disconnection of the Customer's Service and additional charges placed on the account. Until such time as we receive notice of the theft, fraudulent use or unauthorized use, Customer is liable for all use of the Service using a Device stolen from you and any and all stolen, fraudulent or unauthorized use of the Service. sipVine reserves all of its rights at law and equity to proceed against anyone who uses the Services illegally or improperly.

2. BILLING

- 2.1 **CHARGES AND FEES:** During the term of this Agreement, for each month of Service, Customer agrees to pay sipVine for charges and fees for Services received by Customer as defined by attached Pricing Schedule A.
- 2.2 **PAYMENT TERMS:** Customer is invoiced for services on a monthly basis. Customer agrees to pay each non-disputed invoice in full within 30 days of receipt. sipVine only accepts payment by credit card, company check, or electronic funds transfer. Invoices are sent via email only and delivered on the 1st of each calendar month. It is the Customer's responsibility to ensure receipt of all invoices and the Customer is responsible for any late fees resulting from late or non-payment of the non-disputed invoice. Late fees consist of 1.5% of the outstanding overdue balance and are assessed once the outstanding balance is past 30 days.
- 2.3 **ERATE PAYMENT:** Customer will authorize sipVine for erate payment. Customer must identify sipVine's SPIN (143036648) to the Funding Administrator so that a Funding Commitment Decision Letter is submitted with sipVine's SPIN identified in the letter for telecommunication services. sipVine will follow the payment process as identified by the Universal Service Administrative Company.
- 2.4 **ACCOUNT MAINTENANCE:** Customer agrees to provide current, complete and accurate account information and promptly notify sipVine of any account changes. If Customer fails to provide current, accurate and complete information, all charges associated with this Agreement remain the same until the Agreement is terminated. The service may be suspended or terminated should an automatic charge fall due to inaccurate or outdated account information, or lack of funds. In such event, Customer remains responsible for all charges applicable under the Agreement. sipVine is not responsible for any expenses that Customer may incur resulting from an overdrawn bank account or the exceeding of a credit limit as a result of an automatic charge made under this Agreement.
- 2.5 **BILLING INCREMENTS:** International calls routed through sipVine's network are billed initially for the first thirty (30) seconds and in six (6) second increments thereafter. These rates are subject to change and an Adobe pdf copy of sipVine's International Rates will be provided to the Customer on a quarterly basis.
- 2.6 **SERVICE CHANGES:** sipVine reserves the right to adjust Service charges or delete service offerings at any time. However, Service rates will not exceed the initial figures that sipVine has stipulated at the time this Agreement is signed and a 90-day written notice will be provided to the Customer before the deletion of any service.
- 2.7 **TAXES:** Customer is responsible for, and shall pay, any applicable federal, state, provincial, municipal, local or other governmental sales, use, excise, value-added, personal property, public utility or other taxes, fees or charges now in force or enacted in the future, that arise

sipVine.

Terms of Service

from or as a result of use or payment for the Service. Such amounts are in addition to payment for the Service and will be billed as set forth in this Agreement. If Customer is exempt from payment of such taxes, sipVine must be provided with an original certificate that satisfies applicable legal requirement attesting to tax-exempt status. Tax exemption will only apply from and after the date sipVine receives such certificate.

3. USE OF NETWORK AND NUMBER PORTABILITY

- 3.1 **NETWORK INTEGRITY:** It is the Customer's responsibility to obtain and install adequate interconnection facilities for originating and terminating traffic to sipVine's network. sipVine's phone service requires generally 80kb of bandwidth per phone call. sipVine will review the Customer's network setup to determine if the required bandwidth to commence and reasonably provide phone service is available prior to implementation.
- 3.2 **USE OF SERVICE:** Customer may use the Service only for lawful purposes.
- 3.3 **NUMBER PORTABILITY:** All sipVine's phone numbers are portable. Customers may port their service number(s) as long the Customer does not have any outstanding account balance(s).

4. CONTRACT RESOLUTION

- 4.1 **BILLING DISPUTES:** Customer shall notify sipVine of any billing discrepancies in reasonable detail within fifteen (15) days of the date of invoice in question. sipVine shall respond to any notice of billing discrepancy within thirty (30) days of receipt. Billing disputes should be emailed to the following address: billing@sipvine.com
- 4.2 **SUSPENSION OF SERVICE:** sipVine may suspend Service for late payment with five (5) business day notice to Customer and not be required to resume Service until Customer is current in all payments.
- 4.3 **TERMINATION OF SERVICE:** sipVine may terminate this Agreement upon 30 days notice if Customer fails to make any payment by communicated deadline. sipVine may terminate Service immediately upon order from any federal or state agency.
- 4.4 **TERMINATION FOR DEFAULT:** sipVine may terminate this Agreement upon the Customer's failure to cure any of the following: the insolvency, corporate reorganization, receivership or dissolution of the Customer and/or the institution of bankruptcy proceedings by or against the Customer. sipVine will provide a fifteen (15) day written notice of the termination.
- 4.5 **TERMINATION:** Customer may terminate this Agreement at any time upon providing thirty (30) days prior written notice of termination to sipVine.

5. EMERGENCY SERVICES AND LEGAL COMPLIANCE

- 5.1 **EMERGENCY SERVICES:** Where possible, sipVine ensures that all customers have an Enhanced 911 (E911) Service. In the event that a local call router service, call center, and/or emergency center is incapable of retaining a customer's telephone and registered address, the basic 911 Service will be activated. When the router service, call center, and/or emergency center develop(s) the ability to hold the relevant data, sipVine will automatically upgrade Customer from basic 911 to E911. SipVine will not give Customer notice of the upgrade.

Customer authorizes sipVine to disclose relevant name and address details to third-parties involved with providing 911 Dialing, including, without limitation, call routers, call centers and local emergency centers.

With E911 service, the telephone number and registered address is simultaneously sent to the

sipVine.

Terms of Service

local emergency center assigned to your location when 911 is dialed, and Emergency Operators have access to the information they need to send help and call back if necessary. Customers in locations where the Emergency Center is not equipped to receive telephone numbers and addresses have basic 911. With basic 911, the local Emergency Operator answering the call will not have a call back number or an exact location, so it is imperative that this information is provided. Until a phone number is given to the Operator, it is possible that a call back cannot be made or help dispatched if the call is not completed or is not forwarded, is dropped or disconnected, or if you are unable to speak.

- 5.2 **DATA PRIVACY:** sipVine collects, as per the U.S. Government's Electronic Communications Privacy Act of 1986, call detail records for all calls processed by sipVine. These records are backed up and stored electronically at a remote site for any future U.S. Government needs. sipVine will never sell or pass on any client information or call details, without prior Customer approval. These call detail records contain no individually identifiable data, such as names and place of residence.
- 5.3 **INDEMNIFICATION:** Customer agrees to indemnify and hold harmless sipVine, its officers, directors, employees, affiliates and agents and any other service provider who furnishes services to Customer in connection with this Agreement or Service, from any and all claims, losses, damages, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys fees) by, or on behalf of, Customer or any third party, relating to this Agreement, or the Services. This paragraph shall survive termination of this Agreement.

sipVine agrees to indemnify and hold harmless the customer, its officers, directors, and employees from any and all claims, losses, damages, fines, penalties, costs and expenses brought against sipVine that relate to actions prior to the signing of this contract and/or are unrelated to the Customer's service as specified in this Agreement. This paragraph shall survive termination of this agreement.

- 5.4 **NO THIRD PARTY BENEFICIARIES:** No provision of this Agreement provides any person or entity not party to this Agreement with any remedy, claim, liability, reimbursement, or cause of action.

6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 6.1 **DISCLAIMER:** sipVine shall provide the services in accordance with the terms of this Agreement and the Customer agrees to notify sipVine immediately upon interruption of service and provide sipVine with information necessary to restore service. Neither party shall be in default by reason of any failure in the performance of this Agreement (other than for failure to make payment when due, non-compliance of legal requirements and/or the provisions of section 4.4) if such failure arises out of any act, event or circumstance beyond the reasonable control of such party, whether or not otherwise foreseeable. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, sipVine MAKES NO WARRANTIES WITH RESPECT TO THE SERVICE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In no event will either party hereto be liable to the other party for any indirect, special, incidental, or consequential losses or damages, including without limitation, loss of revenue, loss of customers, loss of goodwill, or loss of profits arising in any manner from this Agreement. sipVine's MAXIMUM LIABILITY UNDER OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, FOR DAMAGES FOR BREACH OF THIS AGREEMENT, SHALL BE LIMITED TO THE FEES RECEIVED BY sipVine HEREUNDER FOR THE PRIOR YEAR.

- 6.2 **LIMITATIONS OF LIABILITY:** Within reason, sipVine will not be liable for any delay or failure to provide the Service, including 911 Dialing, at any time or from time to time, or any interruption or degradation of voice quality that is caused by any of the following:
- An act or omission of an underlying carrier, service provider, vendor or other third party
 - Equipment, network or facility failure at Client or sipVine
 - Equipment, network or facility upgrade or modification at Client or sipVine
 - Force majeure events such as (but not limited to) acts of God, acts of nature, strikes, fire, war, riot, acts of terrorism and government actions
 - Equipment or facility relocation at Client or sipVine
 - Service, equipment, network or facility failure caused by the loss of power to you
 - Outage of, or blocking of ports by, your ISP or broadband service provider or other impediment to usage of the Service caused by any third party
 - Any act or omission by you or any person using the Service or Device provided to you
 - Any other cause that is beyond our control, including, without limitation, a failure of or defect in any Device, the failure of an incoming or outgoing communication, the inability of communications (including, without limitation, 911 Dialing) to be connected or completed, or forwarded.

sipVine's aggregate liability under this agreement will in no event exceed the Service charges with respect to the affected time period.

- 6.3 **WARRANTIES:** sipVine warrants any software provided by sipVine as long as the Customer is a client of sipVine in good standing. Warranties for any hardware provided by the manufacturer will follow the manufacturer's warranty specifications, but be no less than three years from date of purchase. sipVine will support the provided hardware and apply any firmware updates as needed to keep the sipVine call processing system in normal working order. Any hardware provided by the Customer is not warranted by sipVine and will follow the manufacturer's warranty.

7. LEVEL OF SERVICE

- 7.1 **CUSTOMER SUPPORT:** sipVine personnel are available at all times for any service related issues that arise from sipVine provided services or hardware. This would mean the generally accepted definition of "24x7 availability".
- 7.2 **RESPONSE TIMES:** If sipVine personnel do not answer directly to the Customer's issue when called upon, sipVine personnel will respond within 1 hour to the Customer's request between 7:00 a.m. to 6:00 p.m. Monday through Friday. During after-hours support (6:00 p.m. to 7:00 a.m. Monday through and Friday and weekends), sipVine will provide a 3 hour response time. These are maximum times and sipVine will always make every effort to respond to the Customer's needs immediately. These are response times and not resolution times.
- 7.3 **RESOLUTION TIME:** The sipVine Support Group will make best efforts to resolve an issue that affects multiple users within four (4) hours (if issue is not dependent on hardware availability or services provided by outside vendors). The sipVine Support Group will make best efforts to

resolve issues that affect individual users within eight (8) hours (if issue is not dependent on hardware availability or services provided by outside vendors).

- 7.4 **SERVICE CONTROL AND REPORTING:** sipVine has processes and tools in place to monitor the performance of sipVine's hardware and services provided to the Customer. sipVine will provide a quarterly performance report to the Customer detailing the levels of service provided to the Customer during the previous quarter. sipVine proactively monitors all systems to insure that proper capacity is in place and available and to provide proactive maintenance of all systems.
- 7.5 **SCHEDULED MAINTENANCE/UPGRADES:** All maintenance/upgrades will be scheduled in advance with the Customer.
- 7.6 **SERVICE/FUNCTIONALITY UPGRADES:** Requests for new features will be taken on an as needed basis. Feature requests that are Customer specific (e.g., new feature to a Call Center queue that would only fit the Customer's specific business model), will be looked at for feasibility and, if approved, will be researched and implemented at a rate of \$95.00 per hour. If a request is not Customer specific (e.g., a feature to enhance voicemail that would apply to all sipVine clients), then the feature, if approved, will be researched and implemented at no additional cost to the Customer.
- 7.7 **CUSTOMER EQUIPMENT:** Any equipment provided by Customer (e.g., phones or overhead speakers) will be the responsibility of the Customer as per any hardware-related issues that may arise from that specific equipment. sipVine is only responsible for hardware-related issues that arise from sipVine provided hardware. sipVine will provide and implement any firmware changes needed to the Customer supplied phone equipment.
- 7.8 **DISASTER RECOVERY:** sipVine houses their call-control and routing facilities in a hardened datacenter that has multiple network providers and a diesel generator backup with capacity to run for one week before needing replenishment. sipVine backs up all data nightly and copies that data to an offsite repository. In addition, sipVine backs up user-specific data three times per day and copies that data to an offsite backup repository.

8. GENERAL PROVISIONS

- 8.1 **HEADINGS OF NO FORCE OR EFFECT:** Headings in this Agreement are for reference only and have no effect on the meaning of any provision.
- 8.2 **NOTICES:** All notices, requests and other communications to be given or delivered to either party should be in writing via email. In addition, the Authorized Approvers List attached to this Agreement will be maintained for both sipVine and the Customer to ensure the proper control of financial and technical commitments.
- 8.3 **AMENDMENT WAIVER:** This Agreement may not be amended or altered unless such amendment is set forth in writing and authorized by the appropriate Approvers for both parties, as per the Authorized Approvers List attached to this Agreement.
- 8.4 **ASSIGNMENT:** This agreement may not be assigned by either party without the express written consent of the other party.
- 8.5 **RELATIONSHIP OF PARTIES:** sipVine and Customer shall not be construed to have a relationship of partnership, agency or otherwise by the terms or existence of this Agreement. Each party shall be solely responsible for the actions of its own officers, employees, and agents.
- 8.6 **MANDATORY ARBITRATION:** Any dispute or claim between Customer and sipVine arising out of, or relating to, the Service provided in connection with this Agreement shall be resolved by

arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration shall take place in Overland Park, Kansas and shall be conducted in English. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. Without limiting the foregoing, the parties agree that no arbitrator has the authority to: (i) award relief in excess of what this Agreement provides; or (ii) award punitive or exemplary damages. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. All claims shall be arbitrated individually and Customer will not bring, or join any class action of any kind in court or in arbitration or seek to consolidate or bring previously consolidated claims in arbitration. CUSTOMER ACKNOWLEDGES THAT THIS ARBITRATION PROVISION CONSTITUTES A WAIVER OF ANY RIGHT TO A JURY TRIAL.

- 8.7 **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of Kansas without regard to its choice of law rules. To the extent court action is initiated to enforce an arbitration award or for any other reason, all parties agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Kansas and waive any objection as to venue. The failure of sipVine to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.
- 8.8 **SEVERABILITY:** If any part of this Agreement is legally declared invalid or unenforceable, all other parts of this Agreement are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of this Agreement.
- 8.9 **ENTIRE AGREEMENT:** The parties agree that this Agreement, and all exhibits and attachments hereto contain the entire Agreement between the parties concerning the subject matter hereof. Any changes to the Agreement must be provided in writing and agreed to by the appropriate representatives from both parties as per the Authorized Approvers List.

SIGNATURE PAGE

Agreed to by:

Client Authorized Signature

sipVine, Inc Authorized Signature

Title

Title

Date

Date

SIGNATURE PAGE

Agreed to by:

Wally Scholer
Client Authorized Signature

Interim Head of School
Title & President

March 13, 2013
Date

sipVine, Inc Authorized Signature

Title

Date



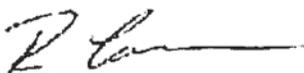
SIGNATURE PAGE

Agreed to by:

Client Authorized Signature

Title

Date



sipVine, Inc Authorized Signature

Chief Executive Officer
Title

March 13, 2013
Date

PRICING SCHEDULE A

Prepared for: Kauffman Charter School

Monthly Service Fee

	Quantity	Total
Employee Phone Unlimited Extension - Tier 6	40	\$838.00
Low Use Convenience Phone	20	\$139.00
Total		\$977.00

Capital Costs

Product	Description	Quantity	Total
Cisco SPA504G	Cisco 4 Line Desk Phone w/power cord	60	\$9,000.00
Total			

- Above pricing schedule is an estimate only. These figures could change once the configuration is finalized between the Client and sipVine.
- All of sipVine's services will be installed for the school with no installation charges.
- All administration work and MAC orders are included in the monthly usage fee. No additional charges are necessary.
- Shipping and handling will be applied.
- Quote includes a block of 200 contiguous DID numbers.
- Quotation for service and equipment is subject to a configuration review. Any changes before or at installation must be approved by the customer.
- All sipVine provided hardware is warranted for three years as specified by the RFP.
- Overhead paging speakers, which the client has deemed necessary, are not included in this pricing schedule. They can be added once an estimated count is identified by the client.

Authorized Approvers List

Category A Authorization

Only the persons listed below have the authority to approve Any and All changes to this Agreement and any services associated with it, including, but not limited to, financial, technical and administrative updates.

Client

Name	Title
Principal	Hannah Lofthus

sipVine

Name	Title
Robert Conner	Chief Executive Officer
Colin Wells	Chief Technical Officer
Mark Greim	Vice President – Sales & Marketing

Category B Authorization

In addition, the following persons are authorized to approve technical changes to existing services only if such updates are necessary to correct an issue or result in improvements to the service.

Any costs or amendments to this Agreement associated with technical changes must be pre-approved by an authorized Category A representative from both companies.

Client

Name	Title
Director of IT	Annette Beck

sipVine

Name	Title
Helpdesk Person	Phones Support

No persons may be added to these lists without prior approval from an authorized Category A representative from both companies.