

**BROKEN ARROW PUBLIC SCHOOLS**  
*Educating Today*  *Leading Tomorrow*

Contract Committee Review Request  
**MUST BE COMPLETED IN FULL**

Date: April 29, 2022

Contract/Agreement Vendor:   
Name of Vendor & Contact Person  
  
Vendor Email Address

Describe Contract (Technology, program, consultant-prof Development, etc.)  
 Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit  
   
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

**PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK**

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES/NO  YES  NO  
 If yes, Technology Admin:

Leadership Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**  
 **Action**

**Summary** This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*



We have prepared a quote for you

VIP Voice Services - SIP Trunk Dial Tone Solution

Quote # 006484  
Version 1

Prepared for:

Broken Arrow Public Schools

Ashley Bowser  
agbowser@baschools.org



## Solution Overview

Item	Description	Price	Qty	Ext. Price
<p>Thank you for giving us this opportunity to present our proposal. VIP Voice Services is committed to working with you and providing unmatched customer service.</p> <p>The following solution was engineered for Broken Arrow Public Schools - PRI Replacement and includes the features and provisions listed below:</p> <p><b><u>SIP Dial Tone Provisions &amp; Features</u></b></p> <ul style="list-style-type: none"><li>• (x35) E911 Locations</li><li>• (x171) Voice Lines (Ea. Includes a Call Path &amp; Unlimited Usage)</li><li>• (x1348) Additional DID's</li><li>• Caller ID Name &amp; Number</li><li>• Disaster Routing</li><li>• Connectivity Monitoring Service</li></ul> <p><i>* All quoted pricing is based on pre-network assessment. Final pricing will be contingent on network assessment.</i></p> <p><i>**Provisioning requires 100kbps bandwidth per call path. Recommended Bandwidth dedication to the Voice Service solution is <b>17Mbps</b> up and down at minimum.</i></p> <p><i>**This solution will also require a static public IP address from customer's ISP (Internet Service Provider).</i></p> <p>Please review this quote to confirm our offer meets your business needs. Sales tax and insurance coverage is not included in this estimate. Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval. If you have any questions or concerns regarding the proposal, please feel free to contact us. Otherwise, you may digitally sign this document to get the quote processed.</p>				

PO Box 1117  
Coweta, OK 74429  
http://www.vipvoiceservices.com  
(918) 279-7001



## VIP Voice Services - SIP Trunk Dial Tone Solution

**Prepared by:**

VIP Technology Solutions Group, LLC  
Colby Cook  
918-279-7033  
Fax (918) 279-7096  
colby@viptsg.com

**Prepared for:**

Broken Arrow Public Schools  
701 S. Main St.  
Broken Arrow, OK 74012  
Ashley Bowser  
agbowser@baschools.org  
(918) 259-5781

**Quote Information:**

Quote #: 006484  
Version: 1  
Delivery Date: 05/29/2020  
Expiration Date: 06/05/2020

### Recurring Expenses Summary

Description	Amount
SIP Dial Tone with EaaS - 60mo	\$8,500.00

Recurring Total: \$8,500.00

Taxes, shipping, handling and other fees may apply. Prices in the Quotation are excluding sales tax, any other taxes, fees, or duties. All applicable taxes will be assessed at time of invoicing. We reserve the right to cancel orders arising from pricing or other errors.

Terms & Conditions for Voice, Internet and Rental Agreement Documentation when applicable, must be signed along with the 1st Months payment to complete the order process.

Any unforeseen issues that arise during the installation, that is outside VIP's contracted scope of work, will be notified to the customer and billed on a time and material basis to rectify, fix or replace upon customer approval.

Signature

Date

**VoIP SERVICE TERMS AND CONDITIONS FOR  
APPENDIX REFERENCES**



This agreement between VIP Voice Services, LLC and Broken Arrow Public Schools (hereinafter referred to as "Customer") is related to the Telephony "Dial Tone" or "Internet" services provided by VIP Voice Services, LLC. Said services are described in the attached quote(s) numbered 6484 and furthermore referenced as Appendix A (Appendix B, C, D, etc. if applicable). Said quotes shall define the pricing structure and billing cycles for services rendered to Customer by VIP Voice Services, LLC.

**SERVICE**

VIP Voice Services® provides telecommunications services, including local exchange telephone service, on a month-to-month basis according to residential or business subscriber agreements (Contract). Once service is installed, you may terminate the Contract by giving VIP Voice Services no less than 36 hours notice provided by telephone or non-electronic written submission, and full payment of the remaining unpaid balance under the Contract. Early termination of the Contract will result in payment in full of the remaining contract agreement. For the purpose of computing charges, a month is considered to have 30 days. For a description of subscribed services and all applicable rates as they will appear on the bill, please refer to the Contract that summarizes the specific services you have requested. The terms and conditions of all Contracts are subject to the regulations in VIP Voice Services' Local Exchange Tariff (Tariff) for the particular exchange for which service is to be furnished. The Tariff is on file with the Public Utility Commission of Oklahoma (Commission) and may be viewed on VIP Voice Services' website at [www.vipvoiceservices.com](http://www.vipvoiceservices.com). Failure to make payments for charges for telecommunications services incurred under the Contract and Tariff will result in disconnection of service following notification. Failure on your part to observe contractual and tariff regulations shall give VIP Voice Services the right to cancel the Contract and discontinue the furnishing of service without notice. The service is furnished subject to the condition that it will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such service is being used or will be used in violation of the law. Customer abandonment of equipment or service is regarded as a voluntary termination of the Contract, requiring full payment of the remaining unpaid balance under the Contract.

**AVAILABILITY OF FACILITIES**

VIP Voice Services will use reasonable efforts to make services available to you on or before a particular date, but does not guarantee availability by any such date and will not be liable for any delays in commencing service to any customer. VIP Voice Services reserves the right to limit or to allocate the use of existing facilities, or of additional facilities, when necessary because of lack of facilities, or due to some other cause beyond the company's control. The furnishing of telecommunications services is subject to the continuing availability of all necessary rights and facilities and is limited to the capacity of VIP Voice Services' facilities and facilities VIP Voice Services may obtain from other carriers from time to time as required at its sole discretion.

**EMERGENCY 911 AND E911 SERVICES**

VIP Voice Services' VoIP service provides 911 or E911 emergency calling access to police, fire and medical services. By entering into the Contract, Customer agrees and consents to the release of information under the 911 or E911 services. With E911 service, when you dial 911, your telephone number and registered address is simultaneously sent to the local emergency center assigned to your location, and emergency operators have access to the information they need to send help and call you back if necessary. Customers in locations where the emergency center is not properly equipped to receive your telephone number and address have basic 911. With basic 911, the local emergency operator answering the call will not have your call back number or your location, so you must be prepared to give them this information. Until you give the operator your phone number, they may not be able to call you back or dispatch help if the call is not completed, dropped or disconnected.

If Customer has call forwarding, do not disturb, or other features programmed and in use at the time Customer dials a 911 call and Customer's 911 call is interrupted, the emergency dispatcher may not be able to call Customer back at the phone from which Customer dialed the call. Existing emergency response systems are not always technically capable of receiving and/or passing routing information properly. Accordingly, emergency personnel may not be able to identify your phone number in order to call you back if your call is not completed, dropped or disconnected, or if you are unable to speak to tell the emergency dispatcher or operator your phone number and/or if the service is not operational for any reason.

#### **Additional 911/E911 information for VIP Voice Services digital phone service Customers:**

If you do not provide the correct address when you register for the services or if you relocate your VIP Voice Services EMTA Equipment to a new address and do not register the new address with VIP Voice Services, 911/E911 may fail in two ways: (i) 911/E911 calls may be misdirected to the wrong emergency authorities, and (ii) emergency authorities will be given the wrong address for the origin of your E911 calls. Do not relocate the VIP Voice Services EMTA Equipment for any reason without contacting VIP Voice Services Communications and following the procedures outlined in the section describing VIP Voice Services EMTA Equipment.

During service outage, service suspension, power failure or disruption, 911/E911 will not function in the event of a power failure that extends beyond exhaustion of the VIP Voice Services EMTA Equipment battery or other disruption in service, such as termination or suspension of your account or service by VIP Voice Services for nonpayment or your breach of the Agreement.

#### **ADVANCE PAYMENTS**

When applying for service, you will be required to make advanced payments of recurring and non-recurring charges, estimated usage charges, and other charges and guarantees in such amount as may be deemed necessary by VIP Voice Services. In addition, where special construction is involved, advanced payments of the quoted construction charges will be required at the time of application. Service may be denied or discontinued for failure to furnish advanced payments.

#### **PRE-INSTALLATION CANCELLATION FEE**

If customer denies service from VIP after contracts have been signed, prior to installation of product, services and hardware, there will be a \$250 fee assessed for contract cancellation.

#### **CANCELLATION OF SERVICE BY CUSTOMER**

After all product, services and hardware is delivered onsite, If the customer cancels service for any reason, the customer hereby agrees to Fund the Contract term respect to which any representation given in connection with this Program or any provision contained in this Agreement of the Funded Contract. The buyout contract shall be VIP's net services/hardware agreement unpaid balance then due, plus all future payments contemplated within the transaction including equipment residual, plus all taxes due or accrued and out-of-pocket expenses incurred in connection with any collections efforts, including but not limited to reasonable attorney's fees and legal costs arising in any legal action, whether by or against VIP, and all expenses of retaking, storing, restoring and remarketing the equipment, if any.

#### **NUMBER PORTABILITY**

At your request, VIP Voice Services will "port," or transfer, your current telephone number upon transferring service from another carrier in the same service area. You must have the previous carrier's balance paid in full in order to port your number. It is not necessary to change telephone numbers when transferring service, unless you request a new telephone number.

#### **CUSTOMER PAYMENT OF BILL**

You are responsible for payment of all charges for services furnished by VIP Voice Services that appear on your monthly bill, including charges for telecommunications services originated and/or charges accepted at your telephone. Bills for local exchange service will normally be rendered monthly, will show the period of time covered by the billings, the bill due date, and a clear listing of all charges due and payable. Recurring charges will be billed monthly, in advance of the month in which service is provided, except for usage sensitive charges, which will be billed monthly for the preceding billing period. Bills are due by the close of business on the payment due date printed on your bill. If the due date shown on the bill falls on a holiday or weekend, the due date is extended to the next business day. VIP Voice Services will impose a late payment fee to any payment that is not received by the due date on the bill.

#### **ADMINISTRATIVE FEES**

VIP Voice Services reserves the right to impose on its customer's reasonable administrative fees in order to safeguard interests in providing service to the general public, and as a result of failure to make prompt payment on bills.

**LATE PAYMENT FEE**

If the whole or a portion of your payment is received after the payment due date, VIP Voice Services will impose a late payment fee of \$15.00.

**RETURNED CHECK CHARGE**

You will be assessed a charge of \$30.00 for each check, bank draft, or electronic funds transfer which a financial institution refuses to honor.

**COLLECTION FEES**

In the event VIP Voice Services incurs fees or expenses, including attorney's fees due to the collection of delinquent debt, you will be liable to VIP Voice Services for the payment of all such fees and expenses that are reasonably incurred.

**REGULATORY FEES AND TAXES**

You are responsible for the payment of line items on your bill associated with regulatory and non-regulatory assessments and surcharges, franchise fees, privilege and license fees, and local, state and federal taxes assessed upon VIP Voice Services by governmental jurisdictions, all of which are separately designated on your bill. Any taxes imposed by a local jurisdiction (i.e., county and municipality) are recovered only from those customers residing in that local jurisdiction.

**FEDERAL UNIVERSAL SERVICE FUND (FUSF) FEE**

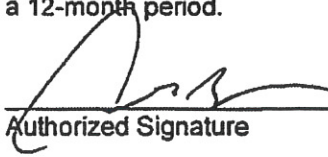
FUSF is a federal fee for a fund that helps bring affordable basic phone service to all Americans, including schools, libraries and rural health care providers. All telecommunication companies, including long distance, local, wireless and pay phone providers, add this charge to cover their required support for the fund. The fee is set by the FCC.

**STATE SALES TAX AND LOCAL SALES AND USE TAXES**

According to state law, state and local taxes are levied on tangible personal property and taxable services, including amusement services, cable television services, personal services, repair and remodeling services, aircraft services, telecommunications services, real property services, and data processing services. These taxes are considered a part of the total sales price of the telecommunications services provided by VIP Voice Services. State sales taxes, and local sales and use taxes are collected by VIP Voice Services on a monthly basis and the proceeds are passed on to the appropriate state or local governmental entity. Eligible tax exempt entities are entitled to a waiver of state sales taxes, and local sales and use taxes.

**TERMS & CONDITIONS**

The initial term of this agreement is 60 months from the date of VIP Voice Services authorized signature. Early termination by the customer during the initial 60-month period will result in the full balance of the remaining months becoming due at time of termination notice. If there are any unpaid balances against this agreement from billing periods prior to termination notice, those unpaid balances must be paid in full for termination request to be completed. Termination of this agreement at any point in this agreement, whether during the initial 60 months or in subsequent renewal periods, requires a written 30 day notice from the customer to VIP Voice Services. Notice may be sent via email to [support@vipvoiceservices.com](mailto:support@vipvoiceservices.com) or via US Mail to PO Box 1117, Coweta, OK 74429. The agreement will auto-renew on the anniversary date of the initial contract term and all subsequent renewal terms for a 12-month period.

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

6-2-20  
\_\_\_\_\_  
Date



VOICE SERVICES

AGREEMENT

AGREEMENT NO.: 1557597

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: Broken Arrow Public Schools

ADDRESS: 701 S Main St

Broken Arrow, OK 74012-5528

EQUIPMENT AND PAYMENT TERMS

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES

SEE ATTACHED SCHEDULE

7 APC Back-UPS ES 600VA, 120V, 1 USB charging port

7 X1008 SMART WEB MANAGED SWITCH

Cabling

1 Adtran TA 908E GEN3, 30 CH W-LIF

6 ADTRAN TA 904.2ND GEN

EQUIPMENT LOCATION: As Stated Above

TERM IN MONTHS: 60

TOTAL MONTHLY PAYMENT AMOUNT: \$8,500.00 (\*PLUS TAX)

ADVANCE PAYMENT: \$8,500.00

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)

CUSTOMER

X [Signature]

SIGNATURE

Ashley Bunker

PRINT NAME & TITLE

Chief Technology Officer

Official 6-2-20

DATE

OWNER ("WE", "US", "OUR")

VIP Voice Services

OWNER

SIGNATURE

PRINT NAME & TITLE

DATE

12149 S State Highway 51 Coweta, OK 74429-7114



## ADDITIONAL TERMS AND CONDITIONS

**AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement will begin on the date the Equipment is delivered to you or any later date we designate. If any amount payable to us is past due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars (\$26.00); or 2) the highest lawful charge, if less. If an advance payment is required, the amount exceeding one payment shall be applied to the last payment(s) during the term or any renewal term.

**NET AGREEMENT.** THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

**EQUIPMENT USE.** You will keep the Equipment in good working order, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment.

**SERVICES/SUPPLIES.** The Total Monthly Payment Amount stated on the face of this Agreement consists of an amount payable to us under the terms of this Agreement (the "Equipment Payment") and the initial amount payable to us under a separate statement of work, IT service agreement or other arrangement for network and/or software support services, equipment maintenance and/or other professional IT services relating to your IT network (the "Service Payment"). The initial Service Payment is 93.44% of the Total Monthly Payment Amount. We will invoice you for the Total Monthly Payment Amount on one invoice for your convenience. If the amount of the Service Payment is adjusted during the term of this Agreement in accordance with your statement of work or IT service agreement, we will invoice you for the updated Service Payment after the effective date of such adjustment. You will look solely to us for performance under any such arrangement or to address any disputes arising thereunder.

**SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

**LIMITATION OF WARRANTIES.** EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

**ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.

**LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

**INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 3% per annum.

**TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. Sales or use tax due upfront will be payable over the term with a finance charge.

**END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) we receive written notice from you, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

**DEFAULT/REMEDIES.** If a payment becomes 10+ days past due, or if you otherwise breach this Agreement, you will be in default, and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, discounted at 3% per annum; and we may disable or repossess the Equipment and use all other legal remedies available to us. You agree to pay all costs and expenses (including reasonable attorney fees) we incur in any dispute with you related to this Agreement. You agree to pay us 1.5% interest per month on all past due amounts.

**UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

**MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "chattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party.

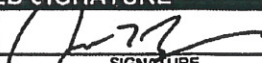
**NON-APPROPRIATION ADDENDUM**

This is an addendum ("Addendum") to and part of that certain agreement between VIP Voice Services ("we", "us", "our") and Broken Arrow Public Schools ("Governmental Entity", "you", "your"), which agreement is identified in our records as agreement number 1557597 ("Agreement"). All capitalized terms used in this Addendum which are not defined herein shall have the meanings given to such terms in the Agreement.

**APPLICABLE TO GOVERNMENTAL ENTITIES ONLY**

You hereby represent and warrant to us that as of the date of the Agreement: (a) the individual who executed the Agreement had full power and authority to execute the Agreement on your behalf; (b) all required procedures necessary to make the Agreement a legal and binding obligation against you have been followed; (c) the Equipment will be operated and controlled by you and will be used for essential government purposes for the entire term of the Agreement; (d) that all payments due and payable for the current fiscal year are within the current budget and are within an available, unexhausted, and unencumbered appropriation; (e) you intend to pay all amounts payable under the terms of the Agreement when due, if funds are legally available to do so; (f) your obligations to remit amounts under the Agreement constitute a current expense and not a debt under applicable state law; (g) no provision of the Agreement constitutes a pledge of your tax or general revenues; and (h) you will comply with any applicable information reporting requirements of the tax code, which may include 8038-G or 8038-GC Information Returns. If funds are not appropriated to pay amounts due under the Agreement for any future fiscal period, you shall have the right to return the Equipment and terminate the Agreement on the last day of the fiscal period for which funds were available, without penalty or additional expense to you (other than the expense of returning the Equipment to the location designated by us), provided that at least thirty (30) days prior to the start of the fiscal period for which funds were not appropriated, your Chief Executive Officer (or Legal Counsel) delivers to us a certificate (or opinion) certifying that (a) you are a state or a fully constituted political subdivision or agency of the state in which you are located; (b) funds have not been appropriated for the applicable fiscal period to pay amounts due under the Agreement; (c) such non-appropriation did not result from any act or failure to act by you; and (d) you have exhausted all funds legally available for the payment of amounts due under the Agreement. You agree that this paragraph shall only apply if, and to the extent that, state law precludes you from entering into the Agreement if the Agreement constitutes a multi-year unconditional payment obligation. If and to the extent that the items financed under the Agreement is/are software, the above-referenced certificate shall also include certification that the software is no longer being used by you as of the termination date.

The undersigned, as a representative of the Governmental Entity, agrees that this Addendum is made a part of the Agreement.

GOVERNMENTAL ENTITY'S AUTHORIZED SIGNATURE			
(As Stated Above)	X / 	AMEY BUIER CTO	6-1-20
	SIGNATURE	PRINT NAME & TITLE	DATE
OUR SIGNATURE			
VIP Voice Services			
	SIGNATURE	PRINT NAME & TITLE	DATE