



KEVIN FUGATE, DIRECTOR & CIO
SARAH CARNES, FIXED ASSETS COORDINATOR
ANDREW HOBBS, NETWORK ADMINISTRATOR

DEPARTMENT OF TECHNOLOGY

M E M O

August 25th, 2023

TO: Jesse Bacon, Superintendent *JB*

FR: Kevin Fugate, Director of Technology *KF*

RE: ENA

The state will be moving to a new internet service provider this fall and winter. Education Networks of America will be taking over for AT&T. ENA also offers a comprehensive cloud phone platform. Bullitt County Public Schools currently owns all numbers currently associated with the district with the 869 prefix. ENA will allow us to continue with those existing numbers for use with their SmartLink system. This is an internet provider trunking solution that will provide inbound and outbound calling just like we've currently had through AT&T (with the last mile provided by Windstream).

This partnership will allow us to have one company, ENA, to work with when needing services. ENA will allow us to finally meet the "dispatchable location" requirements of the Ray Baum's Act so that 911 calling locations are accurately displayed on a responder's screen. We have worked with AT&T for the last 2 years to get this completed with no luck. We currently meet all other requirements except for that one.

The cost for this service will be \$0.15 per number. I've attached the estimate given to us in June along with the contract that was reviewed and approved by our district's legal counsel.

(Signature)
9.11.23

OUR MISSION IS TO INSPIRE AND EQUIP OUR STUDENTS TO SUCCEED IN LIFE

BULLITT COUNTY PUBLIC SCHOOLS IS AN EQUAL EDUCATION AND EMPLOYMENT INSTITUTION

ENA UNIFIED MASTER SERVICE AGREEMENT

Client Name:	Bullitt County Public Schools
Mailing and Notice Address:	1040 Hwy 44 E Shepherdsville, KY 40165
Contact Name, Phone and E-Mail Address:	Kevin Fugate, Director of Information Technology (50) 869-8000 Kevin.fugate@bullitt.kyschools.us

This MASTER SERVICE AGREEMENT ("Agreement") is by and between ENA Services LLC, a Delaware limited liability company having its principal place of business at 618 Grassmere Park Drive, Suite 12, Nashville, TN 37211 ("Company"), and the Client identified above ("Client"), as of _____ (the "Effective Date").

In consideration for the mutual promises, covenants and agreements contained herein, Company and Client agree as follows:

SECTION 1: SERVICES

1.1 Services. Subject to the terms and conditions of this Agreement, Company shall provide Client with certain Services. Company's Services and pricing are described in the attached Schedules of Service(s) and/or Statement(s) of Work (the "Schedule(s)"), which may be entered into from time to time. As used herein, the term "Services" includes all services, software, products and deliverables provided by Company to Client, including but not limited to professional services and online services. To the extent the Customer sought bids for additional services not included in the initial Schedule of Services and the pricing for those services were included in ENA's bid response or as an addendum to this Agreement, the parties agree that the Customer may elect to purchase those other services during the term of this Agreement

1.2 Product and Service Changes. The capabilities and services available through Company regularly change and expand. In order to improve and adapt the Services to these changing conditions, (i) Company may add, delete or change the Services, at its sole discretion, by providing thirty (30) days prior written notice to Client, and (ii) additions, deletions or changes to Schedules will be effective as of the date agreed upon by the parties in writing.

1.3 Non-Exclusive Arrangement. Client acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude Company from providing Services, deliverables, or related services to any third party, or from authorizing third parties to make Services available to their customers.

1.4 Service Availability. Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. Company will use commercially reasonable efforts to deliver the most reliable service possible, without interruption. Company will notify Customer of any scheduled maintenance, but may need to interrupt Services without notice to Customer in the event of an emergency.

SECTION 2: FEES AND PAYMENT TERMS

2.1 Fees. Client shall pay Company the fees set forth on each Schedule. Except for fees for Services delivered (as indicated in Schedule(s) attached hereto) and professional services, Client's payment obligations for the Services shall commence on the date on which the applicable Service is first made available for use by Client regardless of whether Client has commenced use of the Services. Client shall pay Company in U.S. dollars.

2.2 Taxes. All fees and charges hereunder shall be exclusive of, and Client shall be solely responsible for, any applicable taxes or levies, whether now in force or enacted in the future, applicable to the delivery of the Services hereunder, except for taxes attributable to the net income of Company.

2.3 Payment Terms. All recurring charges shall be due and payable no later than thirty (30) calendar days after the end of the month to which the charges pertain. All non-recurring charges shall be due and payable immediately as of the date on which Company commences providing the applicable Service, or as otherwise set forth in a Schedule. Client shall pay all charges indicated as due upon receipt of the invoice from Company, and payment shall be past due if not paid as of thirty (30) days after the invoice date. Client shall have thirty (30) days from receipt of invoice to reasonably dispute amounts or items charged. If Client disputes any part of an invoice, then Client may withhold such disputed amount from its payment but will notify Company in writing as to the specific amounts contested and the specific reasons therefor, in which case the parties shall attempt to amicably resolve said dispute. Unless otherwise agreed by the Parties in writing or in a Schedule, Company shall invoice Client on a monthly basis.

2.4 Interest. Amounts not paid when due are subject to finance charges of one percent (1%) per month or the highest lawful rate, whichever is less. Payment of such finance charges does not excuse or cure late payment, and all payments received are first applied to finance charges.

2.5 Move or Transfer of Service. If Client relocates to another location in an Company market where the same Services are available, Client may move Services to the new location if the aggregate monthly recurring charges of the new Services equal or exceed the Services provided to Client by Company at the former location, subject to payment of installation charges for the new location, if applicable; however, pricing may vary by location, and Client's rates may increase or decrease. Early termination fees may apply in the event Client moves to a location not serviced by Company or Client ceases to do business. Services may not be transferred or resold, and the MSA, these Terms, and the Schedule(s) attached hereto may not be transferred or assigned, by operation of law or otherwise, without Company's prior written approval. Any attempted assignment or transfer without Company's prior written approval shall be void.

2.6 Government and Regulatory Fees. Any charges set forth herein or in any Schedule, proposal or quotation are exclusive of taxes, surcharges, assessments, or other fees including E-911 fees and government regulatory fees such as Universal Service Fees. No discount offered, if any, shall apply to taxes, surcharges, assessments, or government or regulatory fees.

2.7 Compliance with Federal, State and Local Procedures and Processes. Company complies with all federal, state and local procurement rules and regulations, and by this Agreement, Client acknowledges their duty to comply. If the Services provided under this Agreement qualify for E-rate discounts, Company will work with Client to follow Client's selected E-rate reimbursement process (Service Provider Invoice or Billed Entity Applicant Reimbursement). Client acknowledges its responsibility for timely and full payment regardless of receipt of E-rate funds.

2.8 Security; Collection. If Client is late with more than one payment, Company may, upon written notice to Client, require a security deposit or other reasonable assurances to secure Client's payment obligations hereunder. Client agrees to pay all costs and expenses associated with collecting delinquent payments, including reasonable attorneys' fees.

SECTION 3: CLIENT OBLIGATIONS

3.1 Acceptable Use Policy. Client shall at all times abide by Company's Acceptable Use Policy, as it may be amended from time to time. As of the execution of this agreement, the current Acceptable Use Policy is posted at the following URL: <http://www.ena.com/legal>. Client is responsible for ensuring that all of its employees, agents, contractors, customers, or others who use the Services through Client's account abide by the Acceptable Use Policy.

3.2 Client Obligations During Establishment of Service. Once Company schedules installation and agrees upon an installation time with Client, Client must be present with facilities available and fully accessible. If Company's technician arrives at the Client location and Client is not present or facilities are not available or accessible, or Client otherwise cancels or postpones installation without a 24-hour notice to Company, Company reserves the right to assess a "Client Missed Call" trip charge.

3.3 Interoperability with Client's Infrastructure. Company's Services are capable of being deployed across a wide set of pre-existing Client infrastructure, however Client is responsible for any upgrades of its pre-existing infrastructure necessary to establish and continue Service.

3.4 Protection of Client Premise Equipment ("CPE") Provided By Company. The Client shall be solely responsible and liable for any and all damage caused to the CPE, including, without limitation, any damage due to misuse, and vandalism, for the duration of the contract. At the expiration of the term of the contract or upon its early termination by either party to the contract, the Client shall continue to be solely responsible and liable for any and all damage caused to the CPE while such equipment remains at the Client location. Client will provide reasonable space and environmental conditions for any CPE, will do nothing to change the space or conditions without notice to Company and will at no time, move, adjust, alter or otherwise operate the Company CPE without prior consent of Company. Client will not attach any equipment to any Company CPE without express instructions or involvement of Company or utilize the Company CPE in anyway inconsistent with the service purchased from Company.

3.5 Internal Use. Subject to the terms and conditions set forth herein, Company authorizes Client to use the Services for its internal business purposes. Client acknowledges and agrees that it will be responsible for all end users of the Services, regardless of whether such users are employees, contractors, agents, or third parties, in each case with or without the Client's permission to use such Services.

3.6 Restrictions on Use. Client shall not and shall not permit others to reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease any of the Services or any software or materials provided by Company in connection therewith.

3.7 Client Responsibility. Client acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Services. Client also agrees it will not use the Services:

- (a) for illegal purposes;
- (b) to transmit threatening, obscene or harassing materials, or

- (c) to interfere with or disrupt other network users, network services or network equipment.

3.8 User Content.

(a) For purposes of this Agreement, the term "Content" includes, without limitation, information, data, text, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

(b) All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. Users represent that all User Content provided by Users is in compliance with all applicable laws, rules and regulations. Users acknowledge that all Content, including User Content, accessed by users using the Services is at users' own risk and users will be solely responsible for any damage or loss to users or any other party resulting therefrom. Company does not guarantee that any Content users' access on or through the Services is or will continue to be accurate.

(c) The Services may contain Content specifically provided by Company, Company's partners or Company's users, and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Users shall abide by and maintain all proprietary notes, information, and restrictions contained in any Content accessed through the Services.

(d) Subject to this Agreement, Company grants each user of the Services a worldwide, non-exclusive, revocable, non-sub-licensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from Company. Users shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or for any use that violates any third party right.

SECTION 4: CONFIDENTIAL INFORMATION

4.1 Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the disclosing party that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (b) that the disclosing party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation the pricing and terms of this Agreement. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information.

4.2 Exceptions. Notwithstanding the above, the term "Confidential Information" shall not include any information that is either:

- (a) available from public sources or in the public domain, through no fault of the receiving party; or

(b) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; or

(c) readily discernible from publicly-available products or literature; or

(d) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

4.3 Mandated Disclosures. The receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

SECTION 5: DISCLAIMERS AND LIMITATIONS OF LIABILITY

5.1 Disclaimer. The Company hereby warrants to Client that (a) the Services will be performed substantially in accordance with the Company service level documentation provided for such Services (if any), (b) the Services will be performed with reasonable care, and (c) the personnel providing the Services will have an appropriate level of training and experience. If the Services fail to conform to the foregoing warranty, Company shall use commercially reasonable efforts at its expense to re-perform the Service in compliance with this Agreement. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE

5.2 Consequential Damages Waiver. In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or equipment, arising from or relating to this Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

5.3 Limitation of Liability. Except for the willful misconduct of Company, Company will not be liable for unauthorized access to Client's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of Company's actions or inaction. Company's liability for damages to Client for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Client to Company for the Service giving rise to the claim during the one year period preceding the incident giving rise to the claim for damages.

5.4 Insurance. Company intends to maintain the following insurance coverages during the Term of this Agreement:

a) Worker's compensation insurance and any other insurance, to the extent required by Law, in all applicable jurisdictions;

b) Commercial general liability insurance with a limit of liability of at least one million U.S. dollars (\$1,000,000 USD) per occurrence; and

c) Errors and omissions insurance with a limit of liability of at least two hundred fifty thousand U.S. dollars (\$250,000 USD) per occurrence.

Upon written request, Company will furnish to Client insurance certificates and additional insured endorsements where requested by Client in writing. Such certificates shall provide that at least thirty (30) days' prior written notice of any policy cancellation or material change be given to Client.

5.5 Indemnification. Client agrees to defend, indemnify and hold Company, its officers, employees, agents, and affiliates, harmless from and against any claim or demand asserted by any third party due to or arising directly or indirectly out of Client's use of the Services or Client's breach of this Agreement.

SECTION 6: TERM AND TERMINATION

6.1 Initial and Renewal Terms. The term of this Agreement shall commence on the Effective Date and continue until all Schedule(s) are expired or terminated.

6.2 Termination.

(a) In the event that Company makes material changes to the Services covered by a Schedule attached hereto pursuant to Section 1.2 above which Client elects not to accept, Client may terminate an individual Schedule without penalty upon thirty (30) days written notice.

(b) The parties specifically agree that the damages which Company would incur arising from any breach or early termination of this Agreement or any Schedule(s) attached hereto by Company are based upon future facts and conditions which are difficult for the parties to presently predict, anticipate, ascertain or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of Company's actual damages, are not penal in nature, and are intended to place Company in the same position it would have achieved, had this Agreement and its Schedule(s) been fully performed by the parties according to the original terms.

(1) Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice. If Company terminates this Agreement on account of a breach by Client, Client shall pay a termination fee equal to the minimum monthly charges hereunder multiplied by the number of months remaining in the then-current Initial or Renewal Term in all Schedule(s) attached hereto that have unexpired term. If Client terminates this Agreement on account of a breach by Company, Client shall not be subject to a termination fee or any additional monthly charges under the unexpired term. The last paid monthly charge shall be prorated from the date of termination and any excess monthly charge paid shall be returned to client within thirty (30) days of receipt of said notice of termination.

(2) Client may terminate one or more Schedule(s) without cause at any time, provided that Client pays a termination fee equal to the minimum monthly charges multiplied by the number of months remaining in the applicable term of all Schedule(s) that Client intends to terminate.

(c) Upon the effective date of expiration or termination of this Agreement or any of its Schedule(s): (a) Company will immediately cease providing the Services, (b) any and all payment obligations of Client under this Agreement or Schedule(s) will become due immediately, and (c) within fourteen (14) days of termination, Client shall return any confidential materials and documentation relating to the Services, and certify to Company that such has been deleted or destroyed. All indemnification obligations, together with all other provisions of this Agreement which may reasonably be interpreted as surviving the expiration or termination of this Agreement shall survive.

SECTION 7: INTELLECTUAL PROPERTY & PUBLICITY

7.1 Ownership. As between Company and Client, Company either owns all right, title and interest in and to or is authorized to use and license such use of the Services. Client shall neither receive nor retain any ongoing interest to the Services, including but not limited to any intellectual property rights relating to the Services. Elements of Company's website are protected by trade dress, trademark, unfair competition, and other laws and may not, unless otherwise permitted hereunder, be copied in whole or in part. No logo, graphic, or image from the website may be copied or retransmitted without Company's express written permission. The images, text, screens, web pages, materials, data, other content and information used and displayed on the website are the property of Company or its licensors and are protected by copyright, trademark and other laws. In addition to Company's rights in individual elements of the website, Company owns copyright or patent rights in the selection, coordination, arrangement and enhancement of any images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website. Users may copy such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website for users' personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of Company.

7.2 Use of Company's Name and Trademarks. All trademarks, service marks and trade names identifying Company or Company products or services (the "Marks") are the exclusive property of Company. Client shall take no action which may lessen the goodwill in the Marks. Client shall not use a Mark or the name of Company in any advertising, promotional material, or public announcement without the prior written approval of Company.

7.3 Use of Client's Name. Client acknowledges that use of the Services may require that Company include Client's name in registrations and administrative filings which are available to the public. In addition, Client agrees that Company may include Client's name in Company marketing brochures and literature and indicate that Client is an Company customer.

SECTION 8: GENERAL PROVISIONS

8.1 Third Party Services. The Services may permit users to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When users access third party resources on the Internet, users do so at users' own risk. These other resources are not under Company's control, and users acknowledge that Company is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply Company's endorsement or any association between Company and their operators. Users further acknowledge and agree that Company shall not be

responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource. It is users' responsibility to protect users' system from such items as viruses, worms, Trojan horses and other items of a destructive nature.

8.2 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Client agrees to be solely responsible for compliance related to the manner in which Client chooses to use the Services, including Client's transfer and processing of content and the provision of such content to others.

8.3 Force Majeure. Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

8.4 Government Approvals. Client must exercise its rights under this Agreement with all necessary government approvals. Client must also comply with all applicable laws and regulations.

8.5 Changes in Laws and/or Government Regulations. This Agreement is based on the laws and government regulations in place at the Effective Date. Subsequent changes in any applicable laws or regulations may result in pricing changes and/or service changes that may automatically become a part of this Agreement.

8.6 Notice And Payment.

(a) **Writing Required.** Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified, registered or Express mail, return receipt requested, or by overnight carrier with tracking. Notices to Company shall be sent to the attention of Contract Administrator.

(b) **Change of Address.** Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

8.7 Jurisdiction/Disputes. This Agreement shall be governed in accordance with the laws of the State of Kentucky, without regard to its or any other jurisdiction's laws governing conflicts of law. The parties hereby consent to and agree that the exclusive jurisdiction for any litigation regarding this Agreement shall be the state or federal courts sitting in Bullitt County, Kentucky.

8.8 Assignability. Neither party may assign this Agreement, its Schedule(s) or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement in its entirety in connection with any sale of all or substantially all of its assets, or of the business division of Company through which the Services are provided.

8.9 Agreement Binding On Successors. Subject to the terms of Section 8.8, the provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

8.10 Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

8.11 Independent Contractors. The relationship between Company and Client under this Agreement shall be at all times one of contractor and client, respectively. Nothing herein shall be construed to place the parties in the relationship of partners, joint venturers, principal and agent, or employer and employee. Company shall determine the method and means of performing the Services hereunder and Company assumes all risks and liabilities arising therefrom. Company shall have no authority to act, make any representation, enter into any contract or commitment, or in incur any liability for or on behalf of Client in any manner whatsoever.

8.12 Severability. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement or its Schedule(s).

8.13 Integration. This Agreement, Company's Acceptable Use Policy, and all Schedules constitute the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. This Agreement shall not be modified or amended except in writing signed by the parties hereto.

8.14 Hierarchy. In the event of any conflict regarding the terms of this Agreement, addendum to this Agreement, Company's Acceptable Use Policy, or any Schedules, their terms shall control in the following order, from highest to lowest priority: (1) Schedules, (2) addendum to this Agreement, (3) this Agreement, and (4) Company's Acceptable Use Policy.

8.15 Counterparts; Imaging. This Agreement and all ancillary agreements reference herein or executed in connection with this Agreement may be executed in one or more counterparts, and once combined shall constitute a single original. The parties agree that imaged or copied versions of such are fully enforceable, and original documents are not required for either party to enforce its rights thereunder.

[signatures on next page]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

COMPANY:

CLIENT:

ENA Services, LLC

Bullitt County Public Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENA Voice Services Addendum

As of _____, this Addendum to Master Service Agreement is entered into pursuant to that certain Unified Master Service Agreement (“MSA”) between Bullitt County Public Schools (“Client”) and ENA Services, LLC and Affiliates, a Delaware limited liability company (“ENA”)

Client agrees that the following terms of service (“Terms of Service”) shall govern Client and its Users use of ENA voice services (the “Services”). In these Terms of Service, “User” shall mean any individual or legal entity that uses or accesses the Services directly or indirectly from Client. These Terms of Service supplement the terms of the MSA. In the event of a conflict between these Terms of Service and the MSA, these Terms of Service shall control.

Services are provided by ENA Services, LLC or one or more ENA affiliates or underlying service providers. Any data supplied by Client such as data necessary for conversions from other carriers and/or Letter(s) of Authorization and Agency (“LOA”) may be used by any of ENA, its affiliates or underlying service providers, as appropriate, for purposes of delivering the Services contracted herein.

1. Pricing. Pricing is indicated in the relevant Schedule(s) attached to the MSA.

While most of the charges associated with ENA’s service are included in the available product configurations at a flat rate, certain services have a per usage charge or may be restricted/blocked as described below and in more complete detail in ENA’s published price lists.

- 900/976 numbers – Client acknowledges by signing this agreement that ENA has informed Client that the Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance – Client acknowledges that ENA has informed Client that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a per usage charge of \$1.00 per call or as otherwise indicated in ENA’s tariffs, as updated. Client may request that Directory Assistance calls be blocked.
- International calls – Client acknowledges that ENA has informed Client that international calls and calls to US locations outside the continental United States are not included in the Services and will incur a per call charge based on ENA’s then applicable rates. International calls are blocked by default. Client may request that international calling be enabled on a per extension basis.
- Operator-Assisted calls – Client acknowledges that ENA has informed Client that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on ENA’s Voice services.

2. Invoicing. Client’s first invoice from ENA may include a partial month of Service. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice. After the initial billing cycles, Client’s invoice will include charges for one month of Service for all requested Services, including any usage charges. Client should receive a final invoice from its existing local, long distance, and/or data service provider(s) that ENA is replacing and Client will be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable.

3. Transition from Prior Service Provider. ENA will handle communication with Client’s existing provider(s) regarding the porting of your existing numbers to ENA, based on the scope of services ENA is to deliver; however, Client is responsible for requesting that existing services be disconnected from your current provider once service has been migrated to ENA. ENA can provide sample disconnect language, upon request.

4. Disconnection. Upon disconnection of Service, ENA shall release to Client's new service provider the telephone number(s) used in connection with Client's Service if all of the following occur:

- a) Such new service provider is able to accept such number;
- b) Client's account has been properly disconnected;
- c) Client agrees to resolve any outstanding dues or fees on the account; Client requests the transfer upon disconnecting Client's account.

5. Voice Recording. ENA may provide Client with the ability to record voice calls placed via the Services. Client is solely responsible for notifying those using the Services that the calls may be recorded and complying with all applicable laws and regulations regarding notifications required for the recording of any voice conversations. Client will indemnify, defend, and hold harmless ENA for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Client of any voice conversations using the Services.

6. 9-1-1 Dialing Feature; Compliance with 47 CFR § 9.11 et. seq. Included in the Services provided to Client by ENA is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. Client acknowledges that the Client has certain obligations in connection with the provision of the 9-1-1 Dialing Feature. Client acknowledges and agrees that it is Client's responsibility and obligation, prior to initiating any of the Services, to comply with the following:

- a) **Registered Location.** Client is required to provide to ENA the physical location(s) at which the Service will be utilized ("Registered Location").

Client is required to notify ENA via phone (1-888-612-2880) or email (support@ena.com) if Client needs to update one or more Registered Locations.

Client may opt-in for self-management of 9-1-1 records via a supplied web portal. Client must designate individuals who will be granted access to the web portal and who will be responsible for maintaining 9-1-1 data.

- b) **Notification to End Users.** Client is required to provide a copy of the 9-1-1 Dialing Feature specifications, provided by ENA in the form of labels to be adhered to phones, to each end user of the service and to post a copy of the 9-1-1 Dialing Feature specifications described herein. Client hereby certifies that it has adhered the labels to each phone and appropriately inform all end users of the Services of the 9-1-1 Dialing Feature specifications. If Client fails to provide the necessary records or refuses to make such certification, ENA may immediately suspend Service until such records are provided or certification is made. Client hereby forever releases ENA from any and all liability, losses or damages which may arise from ENA's suspension or disconnection of any of Client's Services due to the failure of Client to provide the necessary proof of compliance to the 9-1-1 Dialing Feature specifications detailed herein. ENA reserves the right to terminate the Services for a breach by Client of the obligations in this section, in addition to any other remedies ENA may have in law or equity.
- c) **Acknowledgement of 9-1-1 Dialing Feature.** By signing this Addendum, Client acknowledges that it understands the 9-1-1 Dialing Feature is provided as part of the Services.

General Indemnification. In the event that the Federal Communications Commission ("FCC") conducts an audit or inquiry of ENA's compliance with 47 C.F.R. §§ 9.11, Client agrees to cooperate fully with ENA and

the FCC and produce all records requested by either ENA or the FCC. Should ENA be found in violation of any provision of the 47 C.F.R §§ 9.11 or any other FCC rules regarding the provision of 9-1-1 services as a result of Client's breach of or failure to comply with any of its obligations under this section, Client agrees to indemnify and hold ENA harmless for any and all monetary penalties assessed by the FCC on ENA.

IN THE EVENT CLIENT DOES NOT UTILIZE ENA'S AVAILABLE 9-1-1 DIALING FEATURE, CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON ENA IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES (COLLECTIVELY "911"). CLIENT REPRESENTS AND WARRANTS THAT IT ASSUMES ALL LIABILITY ASSOCIATED WITH PROVIDING 911 OR ANY OTHER EMERGENCY SERVICES TO ITS END USERS ASSOCIATED DIRECTLY OR INDIRECTLY WITH A TELEPHONE NUMBER ISSUED BY ENA PURSUANT TO THIS MSA.

IMPORTANT NOTIFICATION IN CONNECTION WITH 9-1-1 DIALING SERVICES USING ENA VOICE SERVICES

ENA provides Client (hereinafter referred to as "you") with local, regional and long distance phone services. There is one important difference between the ENA Internet-based service and the phone service provided over a traditional phone service -- namely that the 9-1-1 dialing feature with ENA has important differences and limitations that you should be aware of and that you should advise others that may use the ENA voice service at all of your locations.

ENA recommends that you always have an alternative means of accessing emergency services.

YOU ARE RESPONSIBLE FOR TAKING AFFIRMATIVE STEPS WITH ENA TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE. This is accomplished by registering the address(es) where each phone/handset will be used.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE ENA SERVICE, YOU MUST AFFIRMATIVELY REGISTER THE NEW ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION AND DO NOT INFORM ENA, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. ADDITIONALLY, IF 9-1-1 IS DIALED FROM A PHONE AT AN UNREGISTERED ADDRESS, YOU MAY BE ASSESSED A FEE OF \$75.00.

ENA is available to assist its customers to make sure that 9-1-1 remains accurate and available and customers should contact ENA with any questions about moves, adds, or changes related to phone equipment and phone numbers.

When placing a 9-1-1 emergency call, always state the phone number and location that you are calling from because the phone number that is transmitted to the 9-1-1 operator may not be the same as the phone number you are calling from and if your 9-1-1 call is disconnected, the 9-1-1 operator may need to call you back. Additionally, the address that is transmitted to the 9-1-1 operator is the main address for your service location; therefore, you should tell the operator your specific location (for example – the classroom number and floor) within the main address so emergency personnel can more easily locate you.

Additional limitations for VoIP 911 service are as follows:

- If you lose power or there is a disruption to power at the location where the ENA voice service is used, neither the ENA voice service nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or

reconfigure the end user phone device prior to utilizing the service, including the 9-1-1 dialing feature. ENA and your local phone service coordinator can assist if needed.

- If the ENA provided router and/or gateway has been damaged or otherwise impacted by unauthorized personnel including configuration changes, 9-1-1 service could be impacted or unavailable. ENA recommends that central router and gateway equipment be maintained in an appropriate secure location at the service location.
- You cannot use the ENA provided 9-1-1 service with equipment other than ENA-approved equipment
- If your ENA connection is lost, suspended, terminated or disrupted, neither ENA's voice service nor the 9-1-1 dial feature will function until the ENA connection is restored.
- If your ENA voice account is suspended or terminated, the ENA voice service outage will prevent the 9-1-1 dialing feature from functioning.
- There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing ENA voice service as compared to traditional 9-1-1 dialing over traditional public telephone networks.

Labels will be provided that must be placed on or near all equipment that is used to make calls using the ENA voice service so that you or others using the equipment are notified of the limitations of the 9-1-1 dialing feature.

You are responsible for the accuracy and the completeness of the address that you submit to ENA for the location at which ENA voice services including phone handsets and phone numbers will be used and to which emergency service will be sent in the event that you dial 9-1-1. You are responsible for updating and advising ENA of any and all changes to the address or location at which ENA connected phone handsets and phone numbers will be used. ENA uses third parties to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. ENA makes no representations, warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. ENA disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to ENA 9-1-1 service unless such claims or causes of action arise from ENA's gross negligence or willful misconduct. You agree to release, indemnify, defend and hold harmless ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation,

failure or outage of services, incorrect routing, or use of, or inability of a person to use, ENA 9-1-1 dialing feature or service or access emergency service personnel.

If you have any questions about this notification, please call ENA at 1-866-615-1101 for further information.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

COMPANY:

CLIENT:

ENA Services, LLC

Bullitt County Public Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE OF SERVICES

No. 1

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA Services, LLC and Affiliates, a Delaware limited liability company (“**ENA**”) and Bullitt County Public Schools (“**Client**”) on _____ (Date) (the “**Agreement**”), Client desires to purchase some or all of the Services described in this Schedule of Services (the “**Schedule**”). Client’s Purchases of Services from this Schedule will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

Service Ordered (Check All Applicable Below)			
<input type="checkbox"/> Broadband	<input type="checkbox"/> Wi-Fi/LAN		
<input checked="" type="checkbox"/> Communication	<input type="checkbox"/> Security		
<input type="checkbox"/> Cloud	<input type="checkbox"/> Other		
<input type="checkbox"/> Video Collaboration Powered by Zoom			
Description and Price of Services			
Check one:			
<input type="checkbox"/> Described below	<input checked="" type="checkbox"/> Described in the attached document(s)		
Pricing for ENA SmartLink services as described in attached cost proposal.			
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	MTM	months	
Renewal Term(s)	0	Number of Renewal Terms <i>enter '0' if none permitted</i>	0
			Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)	MTM		
Schedule of Service Term Start Date (at install unless specified herein)			
Billing Address and Billing Contact Information			
Bullitt County Public Schools Attn: Accounts Payable 1040 Hwy 44 E Shepherdsville, KY 40165			

[signatures on last page]

SCHEDULE OF SERVICES

Nothing in this Schedule is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

COMPANY:

CLIENT:

ENA Services, LLC

Bullitt County Public Schools

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Communication Services Estimate

Service Attachment 1

Date Prepared: Thursday, June 22, 2023
 Organization: Bullitt County Schools, KY

Form Number: 1
 Organization Type: Education - SP

Installation Site

Site Name: Bullitt County Board of Education
 1040 Hwy 44 E
 Site Address: Shepherdsville, KY 40165
 Contact:

Ship To Site

Site Name: Bullitt County Board of Education
 1040 Hwy 44 E
 Site Address: Shepherdsville, KY 40165
 ATTN: Kevin Fugate

Term of Service Requested: Three (3) Years

* This is an estimate only and is subject to change. A firm quote will be provided once a more detailed analysis of requirements is documented and mutually confirmed *

Description				Total	
	One-time	Monthly	Quantity	One-time	Monthly
ENA SmartLink Services - Includes 1,000 minutes of local and domestic LD³ usage per channel or port per month					
IP Interface - direct SIP trunking, price per channel		\$12.00	50		\$600.00
Additional Telephone Numbers ²		\$0.15	9,950		\$1,492.50

Add-on Services

Configuration and Engineering Consulting

Integration with Customer firewall (ICB based on Customer's network)		ICB			\$0.00
LAN/WAN/PBX integration with Customer premises systems (hourly rate)	\$175.00			\$0.00	
Extend Service Demarcation Point (hourly rate)	\$175.00			\$0.00	
911 Configuration and changes	Included			\$0.00	

Subtotal Estimated Services	\$0.00	\$2,092.50
Subtotal Estimated Equipment	\$0.00	
Estimated 911/E-911 Local Government Fees - based on location¹	location rate: \$1.00	\$50.00
Estimated USF and Government Fees - based on monthly voice service¹	8.98%	\$187.91
Total Ground-service Shipping Charges⁸	\$0.00	
Total Estimated	\$0.00	\$2,330.41

¹ All fees, surcharges, taxes, 411 (Directory Assisted) Calls, International and non-Continental US LD calls are billed in addition to the flat monthly rate. Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered. See Master Service Agreement for the per-call and per-minute charges that are not included.

² Availability of additional telephone numbers vary per LATA. Please see your ENA Account Manager for more details. Additional numbers are available with ENA SmartLink service.

³ By default, service comes with International LD and 900/976 Calls disabled. International LD can be re-enabled upon customer request. 411 Calls can be disabled upon customer request.

⁴ May not be available in all markets

⁵ Customer must provide the end device; e.g., fax machine, paging adapter, analog handset, headset, etc. ENA does not provide, sell, install, nor service these devices unless the paging adapter is an ENA Algo SIP device

⁶ The Basic Site Assessment will include an essential review of each site's network infrastructure including the network switching environment, Ethernet switch configurations, and requirements to enable 802.1Q, P802.1p and 802.1af (VLAN, QoS and PoE) capabilities. ENA Field Services may also perform basic tests on the fiber and copper uplinks between the MDF and each of the IDF's and may place a test VoIP call from each LAN segment. ENA SmartVoice service requires the customer's LAN environment to meet certain specifications. All service delivery prices are based on expected site readiness to receive the services. In the event that Basic Site Assessments determine a need for site make-ready work, service may not be available until such work is completed by customer.

⁷ Enhanced Pinpoint 911 requires that each extension across the entire site participate and have its own telephone number. Customer must provide and actively maintain the Enhanced Pinpoint 911 database information.

⁸ ENA end-user devices are shipped directly to the customer-requested location. A line item for shipping charges is included in the pricing proposal.

⁹ ENA end-user device models and prices are subject to change. ENA may replace certain end-user device models over the course of the contract, as needed, based on availability and technology changes. ENA will work with each customer to discuss available end-user device models and revised pricing at time of any equipment order.

¹⁰ On-site, Desktop Handset Installation includes unboxing and assembling the telephones, placing on the desk and connecting to the network (patch cable), assigning the extension, and removing empty boxes. Handset Installation does not include cabling. Customer is responsible for having the cable run to the location where telephone is to be placed. Network jack needs to be easily accessible.

¹¹ On-site, SIP Notification Device Installation includes unboxing and assembling device, configuring device, mounting device on wall, connecting to the network (patch cable), and removing empty boxes. Device installation does not include cabling. Customer is responsible for having the cable run to the location where the device is to be mounted. Network jack needs to be easily accessible.

* The pricing above is the gross monthly price for service. Any changes will be approved by the customer's designated personnel before implementation.

* There are no traditional "line" restrictions imposed other than the physical limits of your hardware. All voice calls will have access to your entire Internet bandwidth, not just a segregated voice-only channel.