

School Service Agreement - Service Plan Summary

<b>SERVICE PLAN NAME:</b>	Parent Broadcast / Warren County School District		
<b>TERM:</b>	3 Year Price Protection	<b>AGREEMENT DATE:</b>	
<b>ENROLLMENT:</b>	4760	<b>NUMBER OF STAFF: 600</b>	<b>NUMBER OF BUILDINGS: 11</b>
<b>SIS INTEGRATION OPTION:</b>	\$ .10 per student	<input type="checkbox"/> SYNC/FTP/SFTP	<b>SIS: Sungard eSchoolPlus</b>
<b>PRICE / STUDENT / YR:</b>	\$ 1..50		
<b>ADDITIONAL SERVICES:</b>	\$		
<b>SUBTOTAL:</b>	\$ 7616.00	1.50 per student .10 Sync Integration	
<b>2% REGULATORY RECOVERY FEE:</b>	\$ 152.32		
<b>ANNUAL SERVICE FEE:</b>	\$ 7768.32	<b>GROUP ID:</b>	
<b>SCHOOL Approved by</b>		<b>SCHOOL Billing Contact Information</b>	
<b>COMPANY Name: Warren County School District</b>		<b>Contact Name:</b>	
<b>Date:</b>		<b>Title:</b>	
<b>Authorized Signature:</b>		<b>Address:</b>	
<b>Print Name:</b>		<b>City, State, Zip Code:</b>	
<b>Title:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Email:</b>	
<b>SCHOOL Primary Contact Information</b>		<b>SCHOOL IT Contact Information (required for SIS Integration)</b>	
<b>Name:</b>		<b>Name:</b>	
<b>Title:</b>		<b>Title:</b>	
<b>Address:</b>		<b>Address:</b>	
<b>City, State, Zip Code:</b>		<b>City, State, Zip Code:</b>	
<b>Phone:</b>		<b>Phone:</b>	
<b>Email:</b>		<b>Email:</b>	
<b>ONE CALL NOW Accepted by</b>			
<b>Rep Name: Eric I Cox</b>			
<b>Date: 06/29/12</b>			
<b>Authorized Signature:</b>			
<b>Print Name: Eric I Cox</b>			
<b>Title: Regional Account Manager Education</b>			
<b>Email: cox.eric@onecallnow.com</b>			
<b>CONSORTIUM INFORMATION (if applicable):</b>			

## 1. Service

- a. School may utilize the Service, and as may be improved or modified by One Call Now, to deliver messages to its students, families and staff.

## 2. Service Level Guarantee

- a. Service Level Agreement (SLA): One Call Now will guarantee 99.99% uptime for website, phone and SMS systems using multiple secure colo facilities and triple redundant hardware systems. One Call Now agrees to have available a minimum of 8,000 phone channels shared among all clients and routed through at least 15 different carriers to deliver maximum volume of voice calls to destination area. One Call Now's SMS Gateways serve 99.6% of US cell phones handling 3,000 2-way SMS text messages per minute.
- b. Fast Delivery Commitment for priority calls:
  - i. For emergency or lockdown calls, One Call Now will dial all numbers for every student and staff member within 30 minutes for an entire district and 10 minutes for any single school.
  - ii. For inclement weather delays or closings, One Call now will dial the primary number for every student and staff member within 45 minutes.
  - iii. All SMS text messages will be sent within ten minutes.
  - iv. Rural Area Limitations: The local destination telephone company must have sufficient inbound line capacity to handle delivery and routing of calls within Fast Delivery Commitment time frame. One Call Now adjusts call pacing to maximize delivery speed, yet minimize 'system busy' or undeliverable calls due to local telephone company capacity limitations. These settings may be reviewed with One Call Now Gold Support technical services team.
- c. Failure to meet the Service Level Agreement and Fast Delivery Commitment, upon request from school within ten days of such priority call and examination of One Call Now records, will result in a one-time credit of 5% of the annual service fee to school from One Call Now.

## 3. Term, Price Assurance and Continuation

- a. This agreement is for term as selected on Service Plan Summary page.
- b. Service fee is due at beginning of term, and annually thereafter, payable Net 30.
- c. Commitment dependent on annual budget approval: Should school be unable to budget for a notification system, this agreement may be cancelled for the following year(s) with no penalty.
- d. There will be no price increases during the initial service term for same feature set.
- e. One Call Now will issue annual payment notice and advance invoice 90 days prior to agreement anniversary date. Each annual payment will authorize One Call Now to extend commitment for an additional year, at current price. School may request that commitment NOT be extended with 45 days notice prior to agreement anniversary date; however, renewal will be at then-current pricing.
- f. School will pay to One Call Now the annual service fee indicated in the Service Plan Summary, plus any FCC, state, county or local telephony charges, fees and associated regulatory charges which are billed as a single 2% Regulatory Recovery Fee.
- g. Enrollment Adjustments: Annual Service Fee payable to One Call Now may be adjusted annually to reflect then-

current student census. Enrollment census may vary during any term year with no charge for increases, nor credit for decreases, of up to 2% of current term enrollment census.

#### **4. School Responsibilities**

- a. Provide One Call Now with staff and student contact, attendance and lunch card data in one of our defined formats and then manage changes, additions, and deletions for that data using tools provided by One Call Now.
- b. School will make available an information technology administrator or designated individual to properly set up SIS integration processes to maintain staff and student data.

#### **5. Do Not Call Requests**

- a. One Call Now provides recipients with multiple means to manage or opt out selected contact points (numbers and email addresses) from receiving messages from the One Call Now system.
- b. Upon such opt-out request, One Call Now will stop delivering messages to those contact points and will inform the School of all such requests.

#### **6. Limitation of Liability**

- a. Neither One Call Now nor its officers, employees, agents, affiliates, partners, sponsors, or service providers will be liable for any damages or injury caused by and including, but not limited to, any failure of performance, interruption, defect, delay in operation of transmission, computer virus, or line failure with respect to the performance of the Service.
- b. One Call Now agrees to carry liability insurance with minimum amounts of coverage of \$1,000,000 per occurrence and will indemnify and defend Client from any and all claims that may be asserted against School by any third party for any negligence of One Call Now. In no event will the total liability of One Call Now for any damages incurred by the School exceed the amount of One Call Now's liability insurance coverage as set forth in this paragraph regardless of the form of action, whether based in contract, tort, warranty, negligence, strict liability, products liability or otherwise.
- c. The parties acknowledge and agree that this section is an essential element of the agreement and that in its absence the economic terms of this agreement would be substantially different.

#### **7. Service Agreement and Privacy Policy**

- a. This agreement replaces and supersedes the Service Agreement and Privacy Policy on the One Call Now website.
- b. School represents that it is authorized, or will obtain authorization, to send messages to intended recipients via any communication means utilized through by One Call Now.
- c. One Call Now will maintain the confidentiality of the personally identifiable information of all School information. One Call Now will not sell, lease, rent or give any personal information about School or students and families, their phone numbers, email addresses or messages to any third party. We may use other companies to provide services to you on our behalf. In such cases, we have contracts in place that hold these companies to the same high standards of confidentiality by which we are governed and require that any information provided by us be kept strictly confidential. One Call Now will not release personal information unless we have a legal obligation to do so.

## 8. Miscellaneous

- a. This agreement will be governed and interpreted in accordance with state law in School's state without giving effect to the state's conflict of law principles. If a dispute occurs, both parties agree to resolve them through mediation.
- b. Neither party will be liable for failure to perform its obligations under this agreement if such failure results from any event outside the reasonably foreseeable control of that party, i.e. an event of force majeure. Nothing in this agreement is intended to confer any legally enforceable rights upon any third party. Any notice must be given in writing and sent by certified or registered mail. Each party will defend, indemnify and hold harmless, the other party, its successors and assigns, officers, directors, employees, and agents, from and against any and all liability, judgment, loss, damages, fines and expenses (including legal fees and costs), which any or all of them may later suffer themselves or pay out to another, because of any claim, action, or right of action of a third party or governmental authority, at law or in equity, or otherwise, based on or in any way arising out of (a) the breach by the indemnifying party of any provision of this agreement; (b) the breach by the indemnifying party of any of its covenants or representations hereunder; or (c) any willful, unlawful or negligent act or omission by the indemnifying party. The parties can amend this agreement only by a written document signed by both parties. The agreement may be executed in counterparts and is the complete agreement between the parties regarding the subject matter contained here, and supersedes all prior agreements. If any terms are deemed to be unenforceable, the remaining provisions will remain effective.
- c. Acquisition of One Call Now: In the event that One Call Now, or substantially all of its School notification assets are acquired, you consent to the transfer of your agreement and information as one of the transferred assets, to be used only as defined and under the limits outlined above.

Appendix – Parent Broadcast (PB) Plans

Feature	Description	PB Comprehensive <i>three-year price protection agreement</i>
<b>Phone Numbers</b>	Numbers per student/staff member	6
<b>Voice Messages</b>	Copper-wire clear messages: live, pre-recorded, or text-to-speech with touch tone responses for survey or confirmation	Unlimited 60 second messages
<b>Personalized Messages</b>	Fully automated, personalized messages, (attendance and lunch card balance calls)	Unlimited
<b>SMS Text Messages</b>	2-way SMS text message deliveries allowing instant tallied replies	Unlimited
<b>Email Messages</b>	Emails with multiple attachments allowed	Unlimited
<b>Advanced Languages</b>	Multilingual text-to-speech includes dual-language, pre-recorded library in 10 languages, instant translation button for SMS text and email	Included
<b>Parent Portal</b>	Parents access a portal from your website to manage additional contact information	Included
<b>Support and Guarantee</b>	24/7/365 technical support for all assigned users; webinar training; on-demand webinars; fast message delivery guarantee	Included
<b>Integration Options</b>	Method to automatically integrate student/staff information from your SIS with One Call Now	FTP/SFTP/SYNC
<b>Hot Transfer</b>	Hot transfer of calls to attendance office for immediate absentee verification	Included
<b>Weather Alerts</b>	Automatically sends tornado, flood, lightening or severe storm, and other warnings that keep students safe	Included
<b>Social Media</b>	Integration with social media sites like Facebook and Twitter	Included
<b>Quota Calling</b>	Use to call staff to find substitutes for a has been found	Included
<b>Sequence Dialing</b>	Dials staff in a pre-defined order	Included
<b>PIN Delivery</b>	Require recipients to enter PIN to receive message	Included

\* Ala Carte features available at additional charge – contact us for more information.