

**Service Agreement
between the Denton Independent School District
and Verizon Business Network Services Inc.
on behalf of MCI Communications Services, Inc.
Under State of Texas, Department of Information Resources
Contract DIR-NG CTSA-010**

This Agreement is made by and between the Denton Independent School District ("Customer"), and Verizon Business Network Services Inc. on behalf of MCI Communications Services, Inc. ("Verizon") as of the last date set forth below. This Service Agreement is binding upon execution by both parties. The applicable rates and/or discounts shall be effective either (a) when the Service is installed if Customer does not receive such service prior to the execution of this Service Agreement, or (b) otherwise, on the first day of the second full billing cycle following execution and delivery of this Service Agreement by Customer to Verizon.

1. Terms and Conditions: The terms of the State of Texas Contract DIR-NG CTSA-010 shall govern, and shall be known as the "Master Agreement". The terms of the Master Agreement are hereby incorporated by reference, along with the attachments to this Service Agreement:

Quote and Listing of Services

2. Service Term: The term of this Service Agreement and the services ordered hereunder is thirty-six (36) months.

3. Governing Law. Per DIR-NG-CTSA-010, the laws of the State of Texas shall govern the construction and interpretation of this Agreement.

4. Acceptance. Any and all prior offers made to Customer, whether oral or written, are superseded by this offer. By signing below, Customer acknowledges acceptance of the Master Agreement terms, Quote, Service Term, and Service Attachment.

In Witness Whereof, the parties have caused their authorized signatories to execute below.

Denton Independent School District

Verizon Business Network Services Inc.
On behalf of MCI Communications Services, Inc.

By: _____

By: Anthony Recine

Name: Glenna Harris

Name: Anthony Recine

Title: President, Board of Trustees

Title: Vice President

Date: _____

Date: 02/11/2015

Quote and Listing of Services

Customer name: Texas Legislative Council

1. Service. The Services that Customer may order under this Service Agreement are those set forth in the Master Agreement , including but not limited to the Services set forth below. The rates and charges that shall apply to such Services are the rates and charges that apply under the terms of the Master Agreement, including Exhibit C of said Master Agreement, which is incorporated herein and made a part of this Service Agreement.

2. Services Ordered. The parties acknowledge for informational purposes that the Customer's initial order for Services under this Service Agreement shall consist of the following. Any additions or changes to the following may be made pursuant to the terms of the Master Agreement.

1. **Service No.1 SIP Trunking:** See chart attached. and also TEX-AN Contract for full price listings.

2. **Service No. 2 Network Transport including Access**
See chart attached and also TEX-AN Contract for full price listings.

Note: In the event of a discrepancy between the rates and charges set forth above and the rates and charges applicable pursuant to the Master Agreement, the rates and charges applicable pursuant to the Master Agreement shall apply.

End-User Customer	TEX-AN Attachment C-1 to Exhibit C			
Pricing Table Reference & Related Service Type	VoIP Services	Managed PBX	Internet Services	SOHO
Network				
Flexible T1 Trunking (FIPT)				
Hosted IP Centrex				
Internet DSL - Office				
Internet DSL - Solo				
Internet Satellite - Enterprise				
Internet Satellite - Office				
Internet Services	X			
IP Integrated Access (IPIA)				
IP Trunking (IPT)	X			
Network Access Services	X			
PIP Services				
Managed Services				
Internet Dedicated - Managed Services				
IP VPN Services				
Managed WAN Services				
Related Hardware Rental				

Service Term Commitment. Customer shall purchase the above Services for a minimum period of either ten (10) or two (2) consecutive months, at Customer's option (the "Initial Term") following the execution of this Service Agreement and installation of the Service.

Service Locations. The above Services shall be provided to Customer under this Service Agreement at the following locations. Other Customer locations may be added to this Service Agreement, or changed, only upon mutual assent of the parties.

10 Month Service Option

Location/Service	Qty	Unit		Extended	
		MRC	NRC	MRC	NRC
Technology, 1212 Elm Street, Denton, TX 76021					
<i>Network Transport</i>					
1.536 Mbps Local Access	4	\$197.60	\$0.00	\$790.40	\$0.00
6.144 Mbps Dedicated Internet Access	1	\$509.70	\$0.00	\$509.70	\$0.00
<i>SIP Trunking</i>					
IP Trunking Tiered - 250 Local and LD	60	\$20.38	\$0.00	\$1,222.80	\$0.00
Direct Inward Dial (DID) blocks (Blocks of 20)	249	\$4.56	\$0.00	\$1,135.44	\$0.00
Location Sub-Total		\$732.24	\$0.00	\$3,658.34	\$0.00
Ryan High School, 5501 E. McKinney, Denton, TX 76208					
<i>Network Transport</i>					
1.536 Mbps Local Access	4	\$197.60	\$0.00	\$790.40	\$0.00
6.144 Mbps Dedicated Internet Access	1	\$509.70	\$0.00	\$509.70	\$0.00
<i>SIP Trunking</i>					
IP Trunking Tiered - 250 Local and LD	60	\$20.38	\$0.00	\$1,222.80	\$0.00
Direct Inward Dial (DID) blocks (Blocks of 20)	1	\$4.56	\$0.00	\$4.56	\$0.00
Location Sub-Total		\$732.24	\$0.00	\$2,527.46	\$0.00
10 Month Service Option Sub-Total		\$1,464.48	\$0.00	\$6,185.80	\$0.00

Estimated Taxes, Fees & Surcharges	
<i>Long Distance, Data and Internet Taxes and Surcharges</i>	
Property Tax Recovery Charge	\$0.04
Carrier Cost Recover Charge	\$0.03
Federal Universal Service Fee	\$0.23
Total Long Distance, Data and Internet Taxes and Surcharges	\$0.30
<i>Local and Integrated Services Taxes and Surcharges</i>	
Local 9-1-1	\$84.00
Texas Utility Gross Receipts Assessment	\$10.89
Municipal Right-of-Way Fee	\$423.60
Federal Universal Service Fee	\$882.29
Carrier Cost Recover Charge	\$102.77
Federal Excise Tax	\$0.21
Total Local and Integrated Services Taxes and Surcharges	\$1,503.76

Total Charges including Taxes and Surcharges for 10 Month Service Option	MRC	NRC
	\$7,689.86	\$0.00

2 Month Service Option

Location/Service	Qty	Unit		Extended	
		MRC	NRC	MRC	NRC
Technology, 1212 Elm Street, Denton, TX 76021					
<i>Network Transport</i>					
1.536 Mbps Local Access	4	\$197.60	\$0.00	\$790.40	\$0.00
6.144 Mbps Dedicated Internet Access	1	\$509.70	\$0.00	\$509.70	\$0.00
<i>SIP Trunking</i>					
IP Trunking Tiered - 250 Local and LD	80	\$20.38	\$0.00	\$1,630.40	\$0.00
Direct Inward Dial (DID) blocks (Blocks of 20)	249	\$4.56	\$0.00	\$1,135.44	\$0.00
Location Sub-Total		\$732.24	\$0.00	\$4,065.94	\$0.00
Ryan High School, 5501 E. McKinney, Denton, TX 76208					
<i>Network Transport</i>					
1.536 Mbps Local Access	4	\$197.60	\$0.00	\$790.40	\$0.00
6.144 Mbps Dedicated Internet Access	1	\$509.70	\$0.00	\$509.70	\$0.00
<i>SIP Trunking</i>					
IP Trunking Tiered - 250 Local and LD	80	\$20.38	\$0.00	\$1,630.40	\$0.00
Direct Inward Dial (DID) blocks (Blocks of 20)	1	\$4.56	\$0.00	\$4.56	\$0.00
Location Sub-Total		\$732.24	\$0.00	\$2,935.06	\$0.00

2 Month Service Option Sub-Total	\$1,464.48	\$0.00	\$7,001.00	\$0.00
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Estimated Taxes, Fees & Surcharges	
<i>Long Distance, Data and Internet Taxes and Surcharges</i>	
Property Tax Recovery Charge	\$0.04
Carrier Cost Recover Charge	\$0.03
Federal Universal Service Fee	\$0.23
Total Long Distance, Data and Internet Taxes and Surcharges	\$0.30
<i>Local and Integrated Services Taxes and Surcharges</i>	
Local 9-1-1	\$112.00
Texas Utility Gross Receipts Assessment	\$10.89
Municipal Right-of-Way Fee	\$564.80
Federal Universal Service Fee	\$774.18
Carrier Cost Recover Charge	\$90.09
Federal Excise Tax	\$0.21
Total Local and Integrated Services Taxes and Surcharges	\$1,552.17

Total Charges including Taxes and Surcharges for 2 Month Service Option	MRC	NRC
	\$8,553.47	\$0.00

Total 10 + 2 Month Pricing (MRC + NRC)	\$94,005.54
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36 Month Pricing (MRC + NRC)	\$282,016.62
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Notes

1. All service element pricing is based on Verizon's Texas Department of Information Resources TEX-AN contract (DIR-TEX-AN NG CTSA-10). All terms and conditions apply.
2. Rates for taxes, fees and surcharges are budgetary and they are subject to change.
3. No non-Recurring charges apply. Service has been previously established.

E-911 – Emergency Calling Terms and Conditions

1. **Requirement.** A provider of “interconnected VoIP service” is required by the Federal Communications Commission to route emergency 911 calls in conjunction with such VoIP service where such 911 calling is available. “Interconnected VoIP service” means the VoIP service (1) enables real-time, two-way voice communications; (2) requires a broadband connection from the end-user’s location; (3) requires IP-compatible CPE; and (4) permits end-users generally to receive calls that originate on the PSTN and to terminate calls to the PSTN. **911 emergency calling service laws may also apply to Customer and it is solely Customer’s responsibility to understand and comply with such laws.**
2. **E-911 Routing.** Enhanced 911 calling (“E-911”) enables end-users to access an appropriate public safety answering point (“PSAP”) by dialing 911 with Automatic Number Identification (“ANI”) and Automatic Location Identification (“ALI”) displayed at the PSAP. The ANI may be the calling party number (“CPN”) or the billing telephone number (“BTN”) depending on Customer’s configuration. **Pursuant to FCC requirements, Verizon enables the routing of E-911 calls only in locations where such 911 calling is available and only in the limited circumstances described below.** An end-user’s ability to access an appropriate PSAP depends on the type, configuration and location of the phone used. Furthermore, much like access to 911 emergency service via traditional PSTN local service, access to a PSAP will be unavailable if Customer’s access circuit or local gateway fails.
 - 2.1 **ANI/ALI.** E-911 provided via any of the four types of Verizon VoIP Service will pass ANI and the registered primary service address of that ANI as ALI. If VoIP Service is provided to a campus environment where all buildings are within the same rate center, then when 911 is dialed, the call will be routed to the appropriate PSAP based on the primary service address of the calling ANI.
 - 2.2 **Long Distance Service/Limitations on E-911.** Long Distance Voice Service does not provide access to E-911 calling. Thus, to obtain E-911 access and support, Customer must purchase separate Local service when only Long Distance Voice Service is ordered from Verizon (an option with IP Integrated Access, Hosted IP Centrex, and IP Trunking). If Customer purchases VoIP service for a geographically-distributed multi-site environment and has remote locations outside the Local service footprint covered by VoIP Service, or Customer chooses not to purchase Local service with its VoIP Service at certain remote locations, Customer agrees that it is responsible for obtaining separate Local service at each such location in the Service Attachment to the extent it desires or is required to provide E-911.
 - 2.3 **PS/ALI.** If Customer requires delivery of location-specific ALI (such as floor and room number within a building) to the PSAP, or otherwise desires E-911 to be provided for multiple user configurations, Customer must implement Private Switch/Automatic Location Identification (PS/ALI). **Customer may obtain the software and support that enable PS/ALI from a third-party provider or Verizon pursuant to a separate contract.** In all cases, VoIP Service can only support the delivery of the caller’s station level phone number to a PSAP when such telephone numbers are ported to Verizon during the initial provisioning process or are numbers assigned by Verizon. Before Verizon will support Customer’s use of PS/ALI, Customer must execute Verizon’s LOA (see Section 4.3 in the Service Attachment). Once PS/ALI is implemented, Verizon will continue to send 911 calls to the PSAP; **however, Customer and not Verizon will be entirely responsible for the content of the information delivered in ALI to the PSAP and for any liability arising from the provision of, or the failure to provide, accurate and up-to-date information.**

State or local laws may require Customer to implement PS/ALI to ensure required E-911 support for multiple user configurations to enable station-specific 911 ANI and ALI display.

- 2.4 **Other Access Limitations.** Common events that can limit access to E-911 via VoIP Service include but are not limited to:
 - **Loss of Electric Service.** A loss of electric service will interrupt VoIP Service. Customers are urged to implement a battery backup system for VoIP Service.
 - **Loss of Broadband Service.** VoIP Service will be interrupted if the attendant broadband connection is not available.
 - **Failure of Equipment.** The malfunction or failure of equipment, software or hardware necessary for end-to-end Internet functionality (e.g., routers, IP phones, analog gateways, etc.) can limit access to E-911.
 - **Failure to Register New Location of Equipment.** For IP Integrated Access and IP Trunking VoIP services, Verizon is able to provide access to E-911 only at the end-user’s registered primary service location. For these VoIP service types, if a VoIP phone is used at a location other than at the end-user’s registered primary service location, E-911 will not be available. For Hosted IP Centrex service,

mobility is supported for the end-user's IP phone or soft-phone (phone in the PC), but the end-user may only place calls from a location that is, in fact, the end-user's registered address. Otherwise, E-911 calls will not be sent to the correct PSAP. If the end-user's registered address is at a location different from the end-user's "office phone" (the dedicated hand-set that remains at the end-user's registered primary service location), use of the end-user's land-line for 911 calls will not contact the correct PSAP. Customer must inform end-users that it is entirely their responsibility to use the tools available with VoIP Service to update their registered address.

- **Non-Recognition of Phone Number.** If an end-user uses a non-native telephone number (i.e., a telephone number from a local exchange area different from where the caller is located), E-911 access may be limited.

2.5 End-User Notice Requirements. Customer represents and warrants that it will notify all of its end-users of Verizon VoIP of the interaction and/or limitations of E-911 with Verizon VoIP as set forth in the Service Attachment and this Appendix, and with respect to Hosted IP Centrex end-users, (i) what procedures such end-users must follow for registering a new location prior to moving an IP phone or soft-phone; and (ii) of the effects of re-registration of end-user addresses on existing end-user office phones and E-911. Customer shall be solely responsible for any third-party claims and liability arising from Customer's failure to so notify its end-users.

3. **E-911 and VoIP IP Trunking Service.** Because Customer's IP Trunking may permit end-users to use VoIP Service at other than Customer's or the end-users' primary service location, and Verizon may not detect when an end-user uses the service at a non-primary service location, Customer warrants it will, with respect to IP Trunking:

- detect when an end-user has moved his or her VoIP phone (i.e., any device used for VoIP calling) to a non-primary service location, and suspend VoIP Service unless and until either Customer (a) verifies that the end-user is at the location for which the VoIP phone is registered for service or (b) re-registers the VoIP phone for service ("nomadic service") at the end-user's current location;
- only permit nomadic service when E-911 calls made via the nomadic service include the information needed to route that call to the PSAP serving that location in the manner required by the FCC's E-911 requirements for Interconnected VoIP service; and
- otherwise block all VoIP calls attempted to be made via the nomadic service.

Customer shall be solely responsible for all third-party claims and liability arising from Customer's failure to do as required in this Section 3.

4. **E-911 and Hosted IP Centrex Service**

4.1 **PSAP Routing.** If an IP phone or soft-phone used with VoIP Hosted IP Centrex Service is moved to a new location, Customer or its end-user must report the change of location. If Customer or its end-user fails to report such a change of location or moves an IP phone or soft-phone outside Verizon's E-911 service area, VoIP Service may be suspended until Customer informs Verizon of the change or moves the IP phone or soft-phone back within Verizon's E-911 service area.


4.2 **Change in Registered Location.** Customer's end-users who want to use a VoIP Service-enabled IP phone or soft-phone other than at its current registered location can register their phone at their temporary location by utilizing the ICP application and client which can be downloaded to the end-user desktop.

Turning the power to a phone off and then back on, or unplugging it and then plugging it back in may indicate to Verizon, via a change in IP address, that the phone may have been moved. Verizon may, but is not obligated to, monitor the IP phone's IP address.

4.3 **Affect of Change in Registered Location.** Customer's end-users who use a phone at a Customer facility for which VoIP Service has been enabled, but for which the ANI has been registered at another location, will still be able to place outbound 911 calls; **however, such calls will be directed to the correct PSAP for the ANI, not necessarily for the PSAP serving the Customer facility at which the phone is located.**

5. **Provider Parity.** For purposes of 47 U.S.C. 615a (*Service provider parity of protection*) and with respect to the provision of Verizon VoIP Service, Verizon is an IP-enabled voice service provider.

Designation of Customer VOIP Administrator(s) with CPNI Authorization

Customer	Denton Independent School District
Signature	
Name	Ernie Stripling
Title	TIO
Date:	2-11-15
NASP ID AND GUDUNS ID (where available)	

A. Administrator Access to CPNI and Designation as CPNI Authorizer for Users. On behalf of itself and its affiliates, the Customer named above, through its authorized representative's signature, hereby designates the individuals listed below or in an attachment containing the same data elements, as VOIP Administrators, with the authority to designate end users authorized to access CPNI of Customer and its affiliates, as specified below (collectively "Administrators") for MCI Communications Services, Inc., d/b/a Verizon Business Services and its affiliates set forth in the Service Publication and Price Guide located at www.verizonbusiness.com/guide (collectively or individually "Verizon").

Administrator Name	Title	Tel. No.	Email	Postal Address	Add	Remove
Ernie Stripling	TIO	940-369-0123	estripling@dentonisd.org	1212 N. Elm Street Denton, TX 76201	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chris Langford	WAN Manager	940-369-0117	clangford@dentonisd.org	1212 N. Elm Street Denton, TX 76201	<input checked="" type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

Customer will so designate as Administrators all representatives who are authorized to manage Customer's use of Verizon VOIP service, including through the online applications made available by Verizon to Customer for its use. This designation, and any subsequent additions or removals of Administrators, will be effective within a reasonable period after Verizon has received a signed writing with the content set out above. Administrators are authorized to access the Customer Proprietary Network Information ("CPNI")* of Customer and its affiliates.

B. User Access to CPNI via Online Applications. Customer representatives ("Users") designated by Administrators as authorized to access "ICP" (Integrated Communications Package) or other online applications made available by Verizon in connection with VOIP service are also authorized to access the CPNI of Customer and its affiliates through those online applications. This VOIP-specific CPNI access authorization is independent of any general CPNI authorization or deauthorization, and this authorization is not withdrawn by the withdrawal of a general CPNI authorization. In order to withdraw the VOIP-specific CPNI authorization established hereby, a Customer Administrator must permanently withdraw the User(s) access to ICP and all other VOIP-related online applications that may provide access to CPNI.

* CPNI includes information about the quantity, technical configuration, type, destination, location, and amount of use of telecommunications or interconnected voice over Internet Protocol services purchased from Verizon or its affiliates that is made available to Verizon or its affiliates solely by virtue of your relationship with Verizon or its affiliates and related local exchange or toll billing information.