



Tabled until June 11, 2020
20-32

Service Agreement

Service Agreement Number: 2302

Created Date: 04/16/2020
Expiration Date: 05/31/2020

Service Agreement Prepared For

Brad Lindstrom
Marshall County Courthouse
122 N. Prairie St
Lacon, IL 61540
United States
Phone:309-246-6435
lindstrombrad@gmail.com

Service Agreement Prepared By

Ken Kirchgessner
VoiceSpring
2216 W Altorfer Dr.
Peoria, Illinois 61615
United States
Phone:309-566-8204
Fax:
kkirchgessner@voicespring.net

Quantity	Item	Unit Price	Unit Discount	Extended Price
Monthly Items				
23	Hosted Seat - Yealink T46S Includes Yealink T46S gigabit, 27 button self labeling phone, phone line w/ unlimited local & long distance calling in the US & Canada, all phone features, and all service and support.	\$18.95		\$435.85
1	Hosted Seat - Yealink Conference Room Phone (CP920) Includes Yealink conference room phone, phone line w/ unlimited local & long distance calling in the US & Canada, all phone features, and all service and support.	\$21.95		\$21.95
1	eFax Web portal eFax service	\$14.95		\$14.95
1	Network Package (24 port) Managed Network Access - service includes router, 24 gigabit Ethernet ports with PoE for IP telephones.	\$25.00		\$25.00
5	8 Port Switch Additional 8 port PoE switch	\$5.00		\$25.00
Monthly Subtotal				\$522.75
One-Time Items				
24	Provisioning Service, Endpoint Provisioning	\$75.00		\$1,800.00
One-Time Subtotal				\$1,800.00
One-Time Discount Items				
1	Trade Up! Promotion Trade Up! Promo - one time Provisioning credit for each Toshiba telephone replaced with a VoiceSpring hosted telephone (24 @ \$60)	\$0.00	(\$1,440.00)	(\$1,440.00)
One-Time Discount Subtotal				(\$1,440.00)
Pre-Tax Total				\$882.75

Agreement Term: 60 months

All quoted prices exclude applicable taxes and fees.

You will need to arrange with your Internet Service Provider a static public IP address dedicated to our service prior to equipment installation. In most cases this will be in addition to any IP addresses you already have.

Alarm systems, fax machines, postage machines, modems etc. may require 1 or more analog telephone lines to function. These lines are not included in our quote.

Internal wiring is not included but can be provided as needed on a time and material basis at \$125/hour.

Authorizing Signature _____

Date _____

The terms and conditions set forth following the signatures below are incorporated herein and made part of this Agreement, and constitute a binding contract between the parties in accordance with its terms.



Service Agreement

Service Agreement Number: 2303

Created Date: 04/16/2020

Expiration Date: 05/31/2020

Service Agreement Prepared For

Brad Lindstrom
Marshall County Courthouse
 122 N. Prairie St
 Lacon, IL 61540
 United States
 Phone:309-246-6435
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Service Agreement Prepared By

Ken Kirchgessner
VoiceSpring
 2216 W Altorfer Dr.
 Peoria, Illinois 61615
 United States
 Phone:309-566-8204
 Fax:
kkirchgessner@voicespring.net

Quantity	Item	Unit Price	Unit Discount	Extended Price
Monthly Items				
24	Hosted Seat Includes phone line w/ unlimited local and long distance calling in the US & Canada, phone features, and service & support.	\$13.95		\$334.80
1	eFax Web portal eFax service	\$14.95		\$14.95
1	Network Package (24 port) Managed Network Access - service includes router, 24 gigabit Ethernet ports with PoE for IP telephones.	\$25.00		\$25.00
5	8 Port Switch Additional 8 port PoE switch	\$5.00		\$25.00
Monthly Subtotal				\$399.75
One-Time Items				
24	Provisioning Service, Endpoint Provisioning	\$75.00		\$1,800.00
23	Yealink T46S Yealink T46S gigabit, 27 self labeling buttons	\$172.95		\$3,977.85
1	Yealink CP920 Yealink Touch-sensitive HD IP Conference Phone	\$359.95		\$359.95
One-Time Subtotal				\$6,137.80
One-Time Discount Items				
1	Trade Up! Promotion Trade Up! Promo - one time Provisioning credit for each Toshiba telephone replaced with a VoiceSpring hosted telephone (24 @ \$60)	\$0.00	(\$1,440.00)	(\$1,440.00)
One-Time Discount Subtotal				(\$1,440.00)
Pre-Tax Total				\$5,097.55

Agreement Term: 60 months

All quoted prices exclude applicable taxes and fees.

You will need to arrange with your Internet Service Provider a static public IP address dedicated to our service prior to equipment installation. In most cases this will be in addition to any IP addresses you already have.

Alarm systems, fax machines, postage machines, modems etc. may require 1 or more analog telephone lines to function. These lines are not included in our quote.

Internal wiring is not included but can be provided as needed on a time and material basis at \$125/hour.

Authorizing Signature _____

Date _____

The terms and conditions set forth following the signatures below are incorporated herein and made part of this Agreement, and constitute a binding contract between the parties in accordance with its terms.



VoiceSpring
VoIP Service Agreement

A. Service and Charges

Customer agrees to purchase, and Company agrees to provide, VOIP services and equipment described above, for the term of this Agreement in accordance with the following price schedule:

Customer shall advise Company whether Customer chooses to be billed electronically or via a paper bill. Company will bill Customer for line charges and applicable taxes and fees monthly in advance. All other charges, taxes and fees will be billed monthly in arrears or as incurred where applicable. Charges for services that reference the Company's web site will be charged according to the rate or price appearing on the Company's web site, and any changes will be effective immediately upon posting to the site. Upon thirty (30) days' notice to Customer, the Company may make changes to its monthly charge for Basic Service or the per minute rate for excess LD minutes. If Customer notifies the Company that it does not accept any such change, Company may at its option continue providing service at the former charge and rate, or at any time during the remainder of the Term terminate service to Customer upon at least thirty (30) days' notice. In addition, Customer shall be liable for any and all taxes or other governmental fees and charges, whether federal, state, or local, as well as a \$1.50 (per month) line charge to offset costs incurred by the Company as a result of governmental or regulatory action or requirements, that may appear on Customer's bill.

B. Term, Termination

Service will begin on the service start date referenced above and will continue for the time period specified above (the "Term"). Unless Company or Customer notifies the other at least thirty (30) days before the termination date that service is to be discontinued, the Term will be automatically extended for a like time period. Service termination will be effective at the end of the Term during which the 30-day notice was given. The Company shall have the right terminate prior to the end of the Term in the event of a Customer breach or violation of any provision of this Agreement as described elsewhere herein. In the event Customer discontinues service prior to the end of the Term, and in addition to any other amounts owed, there shall be immediately due and owing to the Company, as an early termination penalty, an amount equal to 75% of the line charges remaining through the end of the current Term. Upon termination of the agreement by either party, customer may port out all phone numbers associated with the account at no cost to the customer.

C. Phone Numbers

If Customer so requests, the Company will provide telephone numbers for Customer to use exclusively in connection with its service and any equipment provided hereunder. The Company reserves the right to change, cancel, or move the number at its discretion, and shall have the right to retrieve any such numbers upon termination of service. If Customer is porting one or more existing numbers to use with the service hereunder, then Customer shall have the right to port such numbers out of the Company's network upon termination of service with the Company and upon Customer's payment in full of all amounts owed to the Company. The Company reserves the right to charge Customer a porting fee for the porting of any number out of voice service.

D. Customer Outages

Customer acknowledges that the services hereunder will not function in the absence of electrical power, access to the Internet, broadband access, or other failures associated with the VOIP network. The Company disclaims any responsibility or liability for service interruptions for any of the aforementioned reasons.

As per mutual agreement with Customer and VoiceSpring, VoiceSpring will be given user credentials and access to customer's router to program Quality of Service into said router. In the event that documentable Quality of Service issues arise because of changes made by staff other than VoiceSpring, VoiceSpring will restore the incumbent settings at a charge of \$150 per hour, billable in half-hour increments.

E. Service Levels

The CSR Service Level for VoiceSpring service is 99.00%. The CSR is measured by the number of successful voice calls over the VoiceSpring platform.

Service credits are measured by monthly average percentage of service delivery (success of inbound and outbound calls).

A credit balance will be carried for interruptions, where inbound or outbound calling is affected according to the chart below. Voice service unavailability shall begin when the support ticket, email or phone call is received by the VoiceSpring Support Team and ends when the service delivery has been restored.

CSR %	Service Level Credit
98 – 98.99%	5%
96 – 97.99%	10%
94 – 95.99%	15%
92 – 93.99%	25%
90 – 91.99%	40%
89.99% or less	50%

No credit balance will be earned under the following scenarios:

- Installations out of VoiceSpring architectural design
- Power failure at the client's location
- Local equipment found negatively affecting the IP Telephony services
- Failure of equipment, systems, connections or service not provided by VoiceSpring (i.e. Internet Service Provider)
- Circumstances or causes beyond the reasonable control of VoiceSpring
- Call Quality outside of VoiceSpring network
- Customer account is not current and in good standings

F. Restrictions and Limitation on "Flat Rate" Plans with Interstate Long Distance Minutes

VoiceSpring offers services that are described as "flat rate" services and include telephony and other IP calling features associated with a line or seat, unlimited local calling and a volume of outbound interstate long distance minutes currently set at 1,000 minutes per month. Any usage more than 1,000 minutes per month, per line or seat, shall be deemed inconsistent with the intended purpose of the flat rate plans. Further, Partner will ensure that any user expressly acknowledges that any flat rate service prohibits the following telephone activities: continual fax blasting or fax broadcasting, auto dialing for telemarketing, continuous and/or extensive call forwarding, any kind of system configuration that makes outbound calling available to multiple persons, 24x7 telemarketing, call "spoofing" of any kind, activities resulting in large amounts of international calling charges, NECA charges or any other activities deemed to be abusive. In the event long distance usage exceeds the limit on a "Flat Rate" service, the rate of .05 per minute of interstate long distance use above the limit will be applied for months during which the overage occurs.

Not included in Flat Rate Plans are International Long-Distance calling, Toll Free service or other services like Directory Assistance billed on a per event basis, nor do they include any taxes, regulatory fees or surcharges, all of which will be billed at established rates.

G. International Calls

All international calls will be billed at the then-applicable international rate, which appears on the Company's web site.

H. Prohibited Uses

Customer agrees to use the service hereunder for its own lawful, business purposes, and will not resell or transfer the service or equipment to any other person. Customer also agrees not to use the service for auto-dialing, continuous or extensive call forwarding, continuous connectivity, fax broadcast, fax blasting, telemarketing, or any other activity that would be inconsistent with business usage, unless specifically and expressly agreed to in advance and in writing by the Company in each instance. Customer shall not permit the use of the service in a way that causes a disruption in the network integrity of the Company, and the Company may terminate service in the event Customer violates said requirement. The Company is not responsible for the content of any transmissions that may pass through the network and the Internet, Customer agrees that it will not allow the service to be used in ways that violate applicable laws or infringe the rights of others.

I. Special Calling, Directory Assistance

The Company shall charge for any 0+ calling, or collect, third party or calling card calling on a per call basis. Directory assistance shall be provided and billed by the Company. Charges for services described in this paragraph shall be posted on the Company's web site.

J. Out-Dialing Limitations

Customer acknowledges that the service hereunder is not capable of functioning with out-dialing systems, including security systems, medical monitoring equipment, satellite television systems, and some facsimile systems. The Company hereby disclaims all responsibility and liability for interruption or disruption of any such systems resulting from Customer's use of the services hereunder.

K. System/Equipment Installation; Service Interruption

Customer authorizes the Company to install or cause to be installed the equipment and system selected by Customer in connection with service hereunder. Customer warrants that it has full authority from the owner and/or other person in control of the premises to permit the installation and operation of the equipment, system and service. Customer shall, at its own expense, make any necessary changes or repairs to Customer's premises, as the Company may request, to facilitate the installation and operation of the system and service. The Company assumes no liability or responsibility for delay or errors, other than due to its own gross negligence, in the Company's installation of any equipment. The Company disclaims any responsibility or liability for any losses or damages of any kind due to interruptions in service due to strikes, riots, floods, storms, earthquakes, fires, power failures, loss of broadband or Internet service, insurrection, acts of God, or any cause beyond the control of the Company, and will not be required to supply service to Customer while service interruption due to any such cause may continue.

L. Liability, Warranties, Indemnification

In no event shall the Company be liable to Customer, for any cause or reason whatsoever, for an amount greater than 1) an amount equal to ten percent (10%) of the total line charges paid to the Company by Customer during the preceding twelve (12) months, or 2) \$250, whichever is less, and shall not be liable under any circumstances or for any reason for special, consequential, or incidental damages, including but not limited to lost profits. The Company does not represent or warrant that the service hereunder may not be interrupted or compromised or degraded in any way. Customer acknowledges and agrees that, except for the phone equipment warranties described in Paragraph C above, the Company has made no representations or warranties, express or implied, that the service, system and equipment provided hereunder will be free from defects or fit for any particular purpose; Customer has not relied on any representations or warranties from the Company in agreeing to take service hereunder; and the Company expressly disclaims any such representations or warranties. Customer further acknowledges and agrees that the Company is not an insurer, that Customer assumes all risk of loss or damage. Customer agrees to indemnify, defend, and hold harmless the Company against any claims, losses, damage, injury or liability by or to any person or party for any reason or under any legal theory allegedly resulting from or attributable to service hereunder.

M. No Other Contract

Customer represents and warrants that it is not presently under contract with or bound to any other VOIP service or other telecommunications provider for the services to be provided by the Company hereunder. Customer shall indemnify, defend, and hold harmless the Company from and against any and all claims, suits, damages and expenses (including attorneys' fees necessary to enforce this indemnity provision), which may be suffered or incurred by the Company as a result of or arising out of any agreement Customer may have entered into or be bound under with any other party for services provided to the premises for which Customer is taking service hereunder.

N. Default By Customer

If Customer fails to pay any amount herein provided when due or if Customer fails to perform any other provisions hereof, or if any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against Customer or its property, or if Customer makes any assignment for the benefit of creditors, Customer shall be in default, and the Company shall have the right but shall not be obligated to exercise any one or more of the following remedies: 1) recover all existing amounts due from Customer and continue to provide services hereunder, in which case the Company shall be entitled to recover, in addition, the periodic agreed payments that become due under this Agreement; 2) discontinue service upon five (5) days' notice and recover a) any equipment belonging to the Company and the existing amounts due under this Agreement, b) the remaining balance due under this Agreement, and c) all other sums that may be due to the Company under the law including all remedies provided or available to the Company by the uniform commercial code. Customer's abandonment of the premises or the equipment provided hereunder shall not relieve Customer of its obligations under this Agreement.

O. Miscellaneous

1. Governing Law

This Agreement and the relationship between Customer and the Company shall be governed by the laws of the State of Illinois without regard to its conflict of law provisions. Customer and the Company agree to submit to the exclusive jurisdiction of the courts located within Illinois.

2. No Waiver

The Company's failure to exercise or enforce any provision or right it may have hereunder shall not constitute a waiver of its right to enforce any such right or provision in the future.

3. Invalidity

If any provision of this Agreement is found by a court or tribunal of competent jurisdiction to be invalid or unenforceable, the parties nevertheless agree that the court or tribunal shall endeavor to give effect to the parties' intentions as reflected in the provision, and notwithstanding the invalid or unenforceable provision all other provisions of this Agreement shall remain in full force and effect.

4. Notices

All notices sent hereunder shall be in written form and shall be deemed given as of the day they are received by electronic mail, fax, messenger, delivery service, or the U. S. mail, postage prepaid, at the address provided by the parties.

5. Entire Agreement

This Agreement and the rates and prices appearing on the Company's Web site constitute the entire agreement between Customer and the Company and govern Customer's use of the service hereunder and shall supersede all prior or contemporaneous statements, understandings, writings, commitments, or representations concerning its subject matter. No amendment to this Agreement shall be binding unless agreed to in writing by the parties, other than the rate or price changes posted on the Company's Web site as provided elsewhere herein.

6. No Third-Party Beneficiaries

No provision of this Agreement is intended for the benefit of any third party not a party to this Agreement and shall not grant or convey any third-party rights, claims, or remedies.

In an effort to maintain practices that can lead to more environmentally friendly and ecologically responsible decisions, which can help protect the environment and sustain its natural resources for current and future generations, VoiceSpring has instituted Green Billing." All invoices will be sent via email. Please provide the appropriate billing email address here.

Please also ensure you can receive emails from billing@voicespring.net

PAYMENTS FORM

CREDIT CARD

Select CREDIT CARD - Card Type: VISA _____ MasterCard _____ Discover _____ AMEX _____
Card Number _____ _____ _____ _____ Exp. Date: ____/____
3 Digit Verification Code _____ (Last 3 digits of the number on the back of the card)
Signature: x _____
Customer Name: _____
Cardholder Name: _____
Cardholder Address: _____
Billing Contact Name: _____
Billing Contact Email: _____

OR

ACH

To sign up, sign the authorization below and include a <i>VOIDED</i> Check.
I hereby authorize VoiceSpring, to begin deducting services payments from my account in the institution shown on the attached <i>VOIDED</i> check. This authorization will remain in place until I notify you to cancel the automatic charge (at least 30 day notice required). I understand that I am responsible for having sufficient funds in my checking account to cover these payments.
Customer Name: _____
Customer Address: _____
Authorized Signature: _____
Billing Contact Name: _____
Billing Contact Email: _____

OR

I wish to pay monthly by standard check