



**Nextiva Service Agreement (the "Agreement") - Santa Barbara School District**

**Quote Number:**

7073419

**Service Plan:**

AP NextOS Cloud UCS (the "Nextiva Service Plan")

**Term Length and Subscription Date:**

The term length is thirty-nine (39) months (the "Term") beginning from March 1, 2018 ("Subscription Date").

**Discounted Service and/or Equipment:**

In consideration of Client agreeing to pay the minimum monthly recurring amounts for the Nextiva Service Plan accepted through the above referenced Quote Number (the "Quote") for the Term, Nextiva, Inc. ("Nextiva") agrees to provide Client with discounted Service or Equipment as described in the Quote.

**Pricing Confidentiality:**

Client agrees that it will not disclose and will hold in confidence all pricing information disclosed pursuant to this Agreement. Client agrees not to use or disclose the pricing information for any purpose other than purchasing the Service.

**Additional Terms:**

Client will not be charged the Recurring Monthly Charge described in the Quote in month 2, month 3 and month 4 of the Term.

**Early Termination Fee:**

Should Client terminate this Agreement with the first ninety (90) days of the Subscription Date, then Nextiva will reimburse Client for all amounts paid in the first month, so long as Client returns all Equipment. Beginning ninety (90) days after the Subscription Date and within the first twelve (12) months of the Term, if a product described in the Quote, a line of service or feature for the Nextiva Service Plan, is cancelled or converts to a line of service or feature that is not the Nextiva Service Plan referenced herein within the Term, then Nextiva shall charge an early termination fee equal to the total fees owed for the remainder of the Term for the cancelled or converted service, feature, or product. For example, if Client's Term is 36 months and Client pays \$29 per month per line of service, then if Client terminates one line of service in the 24<sup>th</sup> month of the Term, the Client would pay an Early Termination Fee of \$348 (\$29 x the 12 remaining months of the Term). For the avoidance of doubt, if Client terminates the entire Agreement with Nextiva within the Term (with the exception of the first 90 days after the Subscription Date), then Client will pay an early termination fee equal to the total amount owed Nextiva for the remainder of the Term under the Agreement.

However, if a product described in the Quote, a line of service or feature for the Nextiva Service Plan, is cancelled or converts to a line of service or feature that is not the Nextiva Service Plan referenced herein within the Term after the first twelve (12) months of the term, Client will not have to pay an early termination fee, so long as Client provides at least six (6) months-notice before cancellation.

Each of the undersigned represents that he or she is duly authorized to execute this Agreement on behalf of the party he or she represents. Each party has read, understands, and agrees to the early termination fee outlined in this Agreement.



This Agreement shall continue to apply to any additional Quote Numbers, additional services purchased by Client or changes to existing services made by Client during the Term. All services are subject to applicable federal, state, and local taxes, surcharges and fees, and other regulatory fees outlined in the T&Cs (defined below). Such taxes, surcharges and fees are subject to change.

**By signing below, the Client agrees to the Nextiva Terms and Conditions located at <http://www.nextiva.com/terms-and-conditions.html>, including the important e911 Information (the "T&Cs"). If there is a conflict between this Nextiva Service Agreement and the T&Cs referenced herein, the terms of this Nextiva Service Agreement will prevail. Furthermore, by signing below, the undersigned authorizes Nextiva to charge the Client's payment method (i.e. credit card) on file with Nextiva. If Client receives invoices from Nextiva, then invoiced amounts shall be due immediately.**

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Santa Barbara School District  
Company Name (the "Client")

\_\_\_\_\_  
Nextiva, Inc.

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

\_\_\_\_\_  
Authorized Signature (Nextiva)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name (Nextiva)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tax ID or Social Security #

\_\_\_\_\_  
Title