

ENA UNIFIED MASTER SERVICE AGREEMENT

Client Name:	Otsego Northern Catskills Board of Cooperative Educational Services (for Cherry Valley-Springfield Central School District)
Mailing and Notice Address:	2020 Jump Brook Road Grand Gorge, NY 12434
Contact Name, Phone and E-Mail Address:	

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 ("ENA"), and the Client identified above ("Client"), as of _____ (the "Effective Date").

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

SECTION 1: SERVICES

1.1 Services. Subject to the terms and conditions of this Agreement, ENA shall provide Client with certain Services. ENA'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 ENA to Client, including but not limited to professional services and online services.

1.2 Product and Service Changes. The capabilities and services available through ENA regularly change and expand. In order to improve and adapt the Services to these changing conditions, (i) ENA 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 ENA 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. ENA will use commercially reasonable efforts to deliver the most reliable service possible, without interruption. ENA 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 ENA 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 ENA 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 ENA.

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 ENA 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 ENA, 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 ENA 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, ENA 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 ENA 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 ENA 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 ENA 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 ENA's prior written approval. Any attempted assignment or transfer without ENA'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. ENA 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, ENA 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, ENA 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 ENA'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 ENA schedules installation and agrees upon an installation time with Client, Client must be present with facilities available and fully accessible. If ENA'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 ENA, ENA reserves the right to assess a "Client Missed Call" trip charge.

3.3 Interoperability with Client's Infrastructure. ENA'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 ENA. 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 ENA and will at no time, move, adjust, alter or otherwise operate the ENA CPE without prior consent of ENA. Client will not attach any equipment to any ENA CPE without express instructions or involvement of ENA or utilize the ENA CPE in anyway inconsistent with the service purchased from ENA.

3.5 Internal Use. Subject to the terms and conditions set forth herein, ENA 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 ENA 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. ENA 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 ENA, ENA’s partners or ENA’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, ENA 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 ENA. 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 SERVICES, INCLUDING WITHOUT LIMITATION ANY INFORMATION DELIVERED AS PART OF THE SERVICES, AND CONTENT ARE PROVIDED "AS IS", "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE WITH DATA, AVAILABILITY, ACCURACY, THAT USERS WILL HAVE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO THE SERVICES OR THAT THE SERVICES ARE ERROR FREE AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ENA, AND ITS DIRECTORS, EMPLOYEES, AGENTS, VENDORS, PARTNERS AND CONTENT PROVIDERS DO NOT WARRANT THAT: (I) THE SERVICES WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (II) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE SERVICES IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE SERVICES WILL MEET USERS REQUIREMENTS. USERS USE OF THE SERVICES IS SOLELY AT USERS OWN RISK. THE SERVICES MAY CONTAIN INFORMATION PROVIDED BY ONE OR MORE THIRD PARTY DATA PROVIDERS. ENA DOES NOT CONTROL AND IS NOT RESPONSIBLE FOR THE INFORMATION PROVIDED BY ANY SUCH THIRD PARTY PROVIDER. USERS ACKNOWLEDGE AND AGREE THAT NEITHER ENA NOR ANY SUCH THIRD PARTY PROVIDER HAS ANY OBLIGATION TO CORRECT INFORMATION ABOUT USERS EXCEPT AS REQUIRED BY APPLICABLE LAW. INFORMATION USERS REQUEST MAY NOT BE AVAILABLE OR MAY NOT BE PROVIDED, AND ENA HAS NO LIABILITY FOR SUCH FAILURE. IN NO EVENT WILL ENA WARRANT OR GUARANTEE THE CORRECTNESS, COMPREHENSIVENESS, COMPLETENESS, ACCURACY, TIMELINESS OF ANY INFORMATION OR SERVICES. THEREFORE, USERS AGREE THAT USERS USE OF THE SERVICES ARE AT USERS OWN RISK.

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 ENA, ENA 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 ENA's actions or inaction. ENA'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 ENA 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. ENA 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, ENA 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 ENA, 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 ENA 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 ENA would incur arising from any breach or early termination of this Agreement or any Schedule(s) attached hereto by ENA 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 ENA's actual damages, are not penal in nature, and are intended to place ENA 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 ENA 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.

(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) ENA 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 ENA 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 ENA and Client, ENA 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 ENA'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 ENA'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 ENA or its licensors and are protected by copyright, trademark and other laws. In addition to ENA's rights in individual elements of the website, ENA 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 ENA.

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

7.3 Use of Client's Name. Client acknowledges that use of the Services may require that ENA include Client's name in registrations and administrative filings which are available to the public. In addition, Client agrees that ENA may include Client's name in ENA marketing brochures and literature and indicate that Client is an ENA 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 ENA's control, and users acknowledge that ENA 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 ENA's endorsement or any association between ENA and their operators. Users further acknowledge and agree that ENA 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 ENA 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 Tennessee, 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 Davidson County, Tennessee.

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, ENA 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 ENA 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 ENA 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. ENA shall determine the method and means of performing the Services hereunder and ENA assumes all risks and liabilities arising therefrom. ENA 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, ENA'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, ENA'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) ENA'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.

ENA:

ENA Services LLC

CLIENT:

Otsego Northern Catskills Board of Cooperative
Educational Services (for Cherry Valley-
Springfield Central School District)

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ENA TrustVault and ENA TrustBackup Addendum to Master Service Agreement

As of _____, this Addendum to Master Service Agreement is entered into pursuant to that certain Master Service Agreement (“MSA”) between Otsego Northern Catskills Board of Cooperative Educational Services (for Cherry Valley-Springfield Central School District) (“Client”) and ENA Services, LLC (“ENA”).

Client agrees that the following terms of service (“Terms of Service”) shall govern Client and its Users use of ENA TrustVault and/or ENA TrustBackup (as applicable, 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.

1. Eligibility & Registration

1.1 Client agrees that it is solely responsible for complying with the Children's Online Privacy and Protection Act ("COPPA"), meaning that the Client must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the Services. Client agrees that it will not use the Services to store, transmit or otherwise provide ENA with any personal information on Users under the age of 13 without all necessary consents required under COPPA or other applicable laws. Client and its Users are solely responsible for ensuring that these Terms of Service are in compliance with all laws, rules and regulations applicable to Users, regardless of age. The right to access the Services is revoked where these Terms of Service or use of the Services is prohibited or to the extent any offering, sale or provision of the Services conflicts with any applicable law, rule or regulation. Further, the Services are offered only for Users use, and not for the use or benefit of any third party.

1.2 Client acknowledges and agrees that it is an Educational Institution and will use the services for internal educational purposes or purposes that support such education purposes (i.e. administration support purposes). As uses herein, Educational Institution shall mean an accredited institution organized and operated for the purpose of teaching its enrolled students, and in the case of public K-12 institutions, such institution recognized or approved by the Department of Education in the State in which the Educational Institution is located.

1.3 Client acknowledges and agrees that certain Services may be provided or delivered by affiliates of ENA or third parties, and all such Services provided by third parties may be subject to additional terms and conditions. The Services will be accessible through ENA’s website or a third party website, as provided and arranged by ENA (as applicable, the “Website”). To use the Services, Users may be required register for an account on the Services (an “Account”). Users must provide accurate and complete information and keep Users’ Account information updated. Users shall not select or use as a username: (i) a name of another person with the intent to impersonate that person; (ii) a name subject to any rights of a person other than Users without appropriate authorization; or (iii) a name that is otherwise offensive, vulgar or obscene. Users are solely responsible for keeping Users’ Account password secure and for the activity that occurs on Users’ Account, regardless of whether the activities are undertaken by Users, Users’ employees or a third party (including Users’ contractors or agents). Users may never use another person’s user account or registration information for the Services without permission. Users must notify ENA immediately of any change in Users’ eligibility to use the Services (including any changes to or revocation of any licenses from state, provincial, territorial or other authorities), breach of security or unauthorized use of Users’ Account. Users should never publish, distribute or post login information for Users’ Accounts. Users shall have the ability to delete Users’ Account, either directly or through a request made to one of ENA’s employees or affiliates. Users agree to provide accurate information in Users’ registration and not to share Users’ password with third parties. Users agree not to impersonate another person or to select or use a username or password of another person. Users agree to notify ENA promptly of any unauthorized use of Users’ account and of any loss, theft or disclosure of Users’ password. Failure to comply with these requirements shall constitute a breach of these Terms of Service and shall constitute grounds for immediate termination of Users’ account and Users’ right to use the Website. ENA WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE AS A RESULT OF USERS’ FAILURE TO PROVIDE ENA WITH ACCURATE INFORMATION OR TO KEEP USERS’ ACCOUNT SECURE.

2. **Limitation on Backup and Storage Services.**

2.1 The Services include functionality that enables Users to copy, maintain, sync, transfer and upload certain User Content, such as text, graphics, photos, videos, presentations and other materials or information. Client represents and warrants that it and its Users use of the ENA website, portals, Services, and the technology related thereto, shall not (i) interfere with the proper working of the Services or impose an unreasonably large load on ENA's infrastructure; (ii) give rise to civil or criminal liability, e.g. defamatory, threatening, pornographic, indecent, abusive, libelous or otherwise objectionable actions; (iii) violate or infringe upon any third party right, including any intellectual property right or right of privacy, or that abuses, harasses or stalks any other person; (iv) initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots, or spyware, or (v) violate ENA's Acceptable Use Policy.

2.2 Client acknowledges and agrees that certain User Content may not be available or restorable if:

- (a) the Services have not completed copying, syncing, transferring, or uploading (collectively, "Backup") User Content;
- (b) for files, folders, databases, servers, or drives that the Services do not automatically back up pursuant to the documentation, a User does not manually select for Backup or a User deselects certain files, folders, devices, databases, servers or drives for backup;
- (c) a User deletes certain User Content from User's device and does not restore it after deletion pursuant to the applicable data retention policies, or a User deletes a device, database, drive, or server from the User's Account;
- (d) a User moves User Content to a location on a User's device that is not automatically scanned to select files for Backup, or a User upgrades or otherwise modifies a User's device or operating system resulting in changes to a User's file mapping;
- (e) a User's content is corrupted;
- (f) a User's device is unable to access the internet or has experienced intermittent or slow internet connection, or is otherwise unable to connect to the necessary servers or networks;
- (g) a User failing to follow ENA's requirements and the documentation for utilizing the Services, including upgrading the Services or failing to periodically test Backups and restores or to ensure that certain User Content is backed up; or
- (h) the Services are terminated or not renewed, or a User's access to the Services has otherwise been terminated or suspended.

3. **Security and Privacy.** The Services include appropriate measures, internal controls, and data security routines intended to protect content for the Client's internal educational purposes. ENA does not control or monitor the information or data Users store on, or transmit through, the Services. Client acknowledges and agrees that the Services may not be appropriate for the storage or control of access to sensitive data, for example medical or health information, social security numbers, credit card or payment card industry information, or privileged information. ENA specifically disclaims any representation or warranty that the Services, as offered, comply with any specific state or federal laws, including but not limited to Health Insurance Portability and Accountability Act (HIPAA). Customers requiring storage of sensitive information should reach to ENA for details on the then applicable privacy and security standards for the Services.

4. **Service Level Objectives**. ENA warrants that the Services will meet the terms of the SLA posted to www.ena.com/legal for this service. Client acknowledges and agrees that the only remedies for breach of this warranty are those remedies found in the applicable SLA, if any. The foregoing warranty does not cover any use in violation of these Terms of Service, the MSA, the Acceptable Use Policy or any other agreement or policy applicable to Client or any User.

[signatures on following page]

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

ENA:

CLIENT:

ENA Services LLC

Otsego Northern Catskills Board of Cooperative
Educational Services (for Cherry Valley-
Springfield Central School District)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE OF SERVICES (TIPS PARTICIPANT)

No. ____

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA and Otsego Northern Catskills Board of Cooperative Educational Services (for Cherry Valley-Springfield Central School District) (“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 are consistent with ENA’s award by The Interlocal Purchasing System of its RFP 190103, and 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 type="checkbox"/>	Communication	<input checked="" type="checkbox"/>	Cloud
<input type="checkbox"/>	Other	<input type="checkbox"/>	
Description and Price of Services			
Check one: <input type="checkbox"/> Described below <input checked="" type="checkbox"/> Described in the attached document(s)			
Pricing for Cloud Services via TIPS RFP 190103 as described in attached cost proposal.			
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	12	months	
Renewal Term(s)	0	Number of Renewal Terms <i>enter '0' if none permitted</i>	<input style="border: 1px solid black; width: 40px; text-align: center;" type="text" value="0"/> Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)			<input style="border: 1px solid black; width: 40px; text-align: center;" type="text" value="12"/> Months
Schedule of Service Term Start Date (at install unless specified herein)			
Billing Address and Billing Contact Information			
Otsego Northern Catskills Board of Cooperative Educational Services Attn: Accounts Payable Department 2020 Jump Brook Road Grand Gorge, NY 12434			

(begin modifications)

In entering into this Schedule, the Parties hereby modify the terms and conditions of the Agreement as follows solely related to Service(s) delivered under this Schedule:

(replace) 5.5 Indemnification. To the extent permitted by the Constitution and laws of the state where the Client resides, Client agrees to defend, indemnify and hold ENA, 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.

SCHEDULE OF SERVICES (TIPS PARTICIPANT)

(replace) 6.2(b)(2) Termination. Client may terminate one or more Schedule(s) without cause at any time, provided that Client pays a termination fee equal to three months of fees or the balance of the contract, whichever is less, of all Schedule(s) that Client intends to terminate.

(replace) 8.7 Jurisdiction/Disputes. This Agreement shall be governed in accordance with the laws of where the Client resides, 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 County where the Client resides.

(end modifications)

Other than the modifications indicated above, 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.

ENA:

**CLIENT: Otsego Northern Catskills
Board of Cooperative Educational
Services (for Cherry Valley-Springfield
Central School District)**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____



Part Number	Part Category	Description	Unit Cost	Quantity	Price	Total
ENA TrustBackup						
TBKUP-1PROT-INSTANCE	Protected Instance	Protected Instance (1 Server or 1 Workstation). Monthly recurring charge.	\$ 5	9	\$ 45	\$ 45.00
TBKUP-1TB-STOR	Cloud Storage	1 TB Cloud Storage. Monthly recurring charge.	\$ 20	3	\$ 60	\$ 60.00
Monthly Rate						\$105.00
Term (Months)						12

ENA TrustBackup Pricing Footnotes

- ◆ All service pricing listed is per month and per unit. Pricing included above is for a 12-month term.
- ◆ There are currently no governmental fees applicable to the services requested. However, if such fees become applicable in the future, governmental fees (to the extent the customer is not exempt from such fees) including state, local, and federal taxes, fees, and similar are in addition to the above rates. These fees will be charged at the applicable rates set by governmental entities and are subject to change over the life of the service contract.
- ◆ Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered.