

TIPS VENDOR AGREEMENT

Between ENA Services, LLC, a subsidiary of Education Networks of America, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 220105 Technology Solutions, Products and Services**

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the

TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name ENA Services, LLC, a subsidiary of Education Networks of America, Inc.

Address 618 Grassmere Park Drive, Suite 12

City Nashville State TN Zip 37211

Phone (615) 312-6000 Fax (615) 312-6099

Email of Authorized Representative gnelson@ena.com

Name of Authorized Representative Gayle Nelson

Title Chief Revenue Officer

Signature of Authorized Representative 

Date February 15, 2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5-23-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



220105 Addendum 1 Education Networks of America Supplier Response

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/25/2022 03:00 PM (CT)
Notes:

IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO NOT HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

TIPS 190103 Web and Cloud Computing Services

· **TIPS 181203 Management Software and Services**

· **TIPS 181204 Notification Systems**

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

Education Networks of America Information

Address: 618 Grassmere Park Drive
Nashville, TN 37211
Phone: (615) 312-6000

By submitting your response, you certify that you are authorized to represent and bind your company.

Gayle Nelson

Signature

Submitted at 2/24/2022 4:54:57 PM

gnelson@ena.com

Email

Requested Attachments

Agreement Signature Form

1. ENA Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

2. ENA All Other Certificates.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

3. ENA Pricing Form 2 (SERVICES).xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

4. ENA Reference_Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Proposed Goods and Services

6. ENA Proposed Goods and Services for RFP #220105.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

8. ENA Warranty.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement

9. Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1

10. ENA Pricing Form 1 (GOODS).xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary

11. ENA Supplementary.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

12. ENA Logo and Other Company Marks.png

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

13. ENA Certification of Corporate Officer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

14. ENA Disclosure of Lobbying Activities Form.pdf

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Claim Form

15. ENA Confidentiality Claim Form.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

16. ENA W-9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>

3	<p>Yes - No</p> <p>The Vendor can provide services and/or products to all 50 US States?</p> <p>Yes</p>
4	<p>States Served:</p> <p>If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)</p> <p>No response</p>
5	<p>Company and/or Product Description:</p> <p>This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)</p> <p>For over 25 years, ENA has exclusively served community anchor institutions (education, library, healthcare, and government) with system-wide and statewide connectivity, communication, cloud, and collaboration services. Our mission reflects our commitment to provide trouble-free and reliable connectivity, communication, cloud, security, and software solutions. ENA has an impeccable history of delivering scalable, robust, secure, and cost-effective services to the customers we serve.</p>
6	<p>Primary Contact Name</p> <p>Primary Contact Name</p> <p>Kyle Montieth</p>
7	<p>Primary Contact Title</p> <p>Primary Contact Title</p> <p>Account Service Manager</p>
8	<p>Primary Contact Email</p> <p>Primary Contact Email</p> <p>kmontieth@ena.com</p>
9	<p>Primary Contact Phone</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>9402069291</p>
10	<p>Primary Contact Fax</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>6153126099</p>
11	<p>Primary Contact Mobile</p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <p>No response</p>
12	<p>Secondary Contact Name</p> <p>Secondary Contact Name</p> <p>Mark Smith</p>

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Senior Director of Customer Services"/>
1 4	Secondary Contact Email Secondary Contact Email <input type="text" value="msmith@ena.com"/>
1 5	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6153126155"/>
1 6	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 7	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
1 8	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Evan Bull"/>
1 9	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="ebull@ena.com"/>
2 0	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6153126064"/>
2 1	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Spencer Curry"/>
2 2	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="accountsreceivable@ena.com"/>
2 3	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="6153126211"/>

24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.ena.com"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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26	Primary Address Primary Address <input type="text" value="618 Grassmere Park Drive, Suite 12"/>
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27	Primary Address City Primary Address City <input type="text" value="Nashville"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TN"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="37211"/>
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Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

Cloud, cloud infrastructure, virtual private cloud, virtual data center, IaaS, infrastructure as a service, virtual machine, virtual server, cloud service, storage service, storage as a service, cloud storage, file backup, backup as a service, workstation backup, data backup, ENA, Education Networks of America, cloud solutions, cloud services, K-12 cloud, TrustCompute, TrustVault, TrustBackup, cloudstack, software, data privacy, KVM, hypervisor, S3 compatible, S3 compliant, VM, backup storage, backup repository, managed backup, cloud repository, offsite backup, BaaS, next gen data center, hosted infrastructure, Wi-Fi, Air, Air Flex, connectivity, wifi, wireless, WLAN, assessment, design, validation, survey, heatmap, professional services, consulting, consultant, hourly, engineering, engineer, support, technician, Beacon, CBRS private LTE, private LTE network, Zoom, video conferencing, web conferencing, video collaboration, video webinar, collaboration, virtual meetings, distance learning, distance education, virtual conferencing, online learning, SmartVoice, SmartUC, SmartLink, unified communications, VoIP, Voice, Voice Over IP, SIP, hosted, cloud, K-12 focused, education focused, Yealink, Polycom, handsets, phones, telephone numbers, DID, Direct Inward Dial, Mobile, voicemail, Caller ID, Call Forwarding, Auto Attendant, ACD, Call Center, Automatic Call Distribution, Hunt Groups, 911, E911, call transfer, POE, Call Management, call routing, paging, analog paging, IP paging, overhead paging, intercom, SMS texting, chat, visual voicemail, NetShield, firewall, hosted firewall, NetShield VPN, network security, NetShield UTM, cybersecurity, unified threat management, UTM, traffic management, intrusion detection, attack detection, anti-virus, malware protection, security, E-rate, erate, NetDefender, DDoS, distributed denial of service mitigation, traffic scrubbing, WebSafe, content filtering, CIPA, Partner Program, security assessment, Avertium, vulnerability scanning, penetration testing, web application testing, wireless security testing, social engineering, pre-texting, phishing as a service, SentinelOne, endpoint protection, incident response, Singularity Core, threat intelligence, Singularity Control, Singularity Complete, Kajeet, mobile connectivity, wireless technology, CIPA-compliant, off-campus, home connectivity, remote learning, 4G LTE, mobile broadband, mobile hotspot, Kajeet Sentinel, Kajeet SmartBus, mobile broadband routers, Kajeet Connect Prime, Kajeet Connect Backup

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Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

3
2 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

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3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

3
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

3
5 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

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MINIMUM Discount Term

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

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Yes - No

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

YES

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TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

Agreed

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TIPS Administration Fee Paid by Vendor - Not Charged to Customer

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

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Additional Discounts?

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

Yes

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Years in Business as Proposing Company

Years in business as proposing company?

25

4 3	Resellers: Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). <input type="text" value="No"/>
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4 4	Right of Refusal The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.
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4 5	NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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4 6	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form <input type="text" value="No"/>
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4 7	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
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Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

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Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

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Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

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Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

Yes, I certify (Yes)

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2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

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2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

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2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

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1 **2 CFR PART 200 Rights to Inventions**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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2 **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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3 **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

6 4 2 CFR PART 200 Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

6 5 FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

6 6 Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

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7 **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

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8 **If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

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9 **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

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ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

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Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes, I Agree (Yes)

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2 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

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3 Remedies Explanation of No Answer**

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4 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

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5 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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6** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

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7** **Infringement(s) Explanation of No Answer**

No response

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8** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

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9** **Payment Terms and Funding Out Clause**

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

Yes, I Agree (Yes)

80 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

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8 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

2 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

8 **Texas Government Code 2270 & 2271 Verification Form**

3 Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

8 **Logos and other company marks**

4 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

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Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

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Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

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Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

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Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

90 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

91 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

92 **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

93 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

94 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

95 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

96 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

97 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

98 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the **Vendor Portal User Guide** will walk you through the process of reporting sales to TIPS. Please refer to the TIPS **Accounting FAQ's** for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

99 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

1000 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

101 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

102 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

103 Acknowledgement

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

TIPS RFP 220105 Technology Solutions, Products and Services

REFERENCES

Please provide three (3) references from three different entities, preferably from school districts or other governmental entities who have provided the services in the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE. You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone	Services Provided
Avery Independent School District (TX)	Jeannie Beaman, Information Technology Director	jeannie.beaman@averyisd.net	(972) 215-9945	ENA Internet Access, ENA SmartVoice (VoIP)
Maud Independent School District (TX)	Mark Forsyth, Technology Director	mforsyth@maudisd.net	(903) 585-2219	ENA Internet Access
Brooks County Independent School District (TX)	Javier Trevino, Director of Technology	jtrevino3@bcisd.us	(361) 325-8113	ENA SmartVoice (VoIP), ENA SmartFax, ENA TrustCompute (Cloud Computing)
Region 1 Education Service Center (TX)	Ali Kollahdouz, Deputy Director/CTO	akollahdouz@esc1.net	(956) 984-6063	ENA TrustCompute (Cloud Computing)
San Antonio Independent School District (TX)	Eugene (Gene) Gonzales, Computer Operations and Systems Integration	egonzales@saisd.net	(210) 244-2900	ENA Internet Access, ENA NetShield (Firewall), ENA TrustCompute (Cloud Computing)
Blooming Grove Independent School District (TX)	Dennis Williams, Director of Technology	dwilliams@bgrove.org	(903) 467-9807	ENA Internet Access, ENA WAN (Wide Area Network), ENA NetShield (Firewall), ENA WebSafe (Content Filtering), ENA SmartVoice (VoIP)

Hamilton County Department of Education (TN)	David McNish, IT/Senior Network Engineer	mcnish_david@hcde.org	(423) 209-8400	ENA Internet Access, ENA WAN, ENA NetShield (Firewall), ENA WebSafe (Content Filtering), ENA SmartVoice (VoIP), Partner Program
Whitfield County Schools (GA)	Tim Shaver, Director of Technology	tim_shaver@whitfield.k12.ga.us	(706) 876-7625	ENA Internet Access, ENA WAN
Macon County Schools (TN)	David Flynn, Director of Technology	flynnd@maconcountyschools.org	(615) 666-2125	ENA Internet Access, ENA WAN, ENA WebSafe (Content Filtering), ENA Air (Fully Managed Wi-Fi)
Bedford County School District (TN)	Ben Barret, Director of Instructional Technology	barrettb@bedfordk12tn.net	(931) 684-3284	ENA Internet Access, ENA WAN, ENA NetDefender (DDoS Mitigation), ENA NetShield UTM (Firewall), ENA WebSafe (Content Filtering), ENA SmartVoice (VoIP), Video Collaboration Powered by
Blackfoot School District (ID)	Ryan Wilson, Technology Director	wilsr@d55.k12.id.us	(208) 782-9548	ENA Air (Fully Managed Wi-Fi), ENA SmartVoice (VoIP)

Franklin West Supervisory Union (VT)	Jeff Smith, IT Manager	jsmith@fwsu.org	(802) 849-0728	ENA Internet Access, ENA WAN, ENA NetShield VPN, ENA NetShield UTM (Firewall), ENA WebSafe (Content Filtering), ENA TrustBackup, ENA TrustCompute, ENA Air Co-Managed Wi-Fi Solution, Video Collaboration Powered by Zoom
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CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: ENA Services, LLC, a subsidiary of Education Networks of America, Inc.
(Name of Corporation)

Kathryn G. O'Connor **certify that I am the Secretary of the Corporation**
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

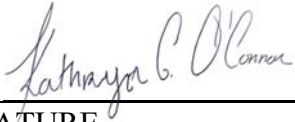
Gayle Nelson
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Chief Revenue Officer
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available 


SIGNATURE

February 15, 2022
DATE

Required Confidential Information Status Form

ENA Services, LLC, a subsidiary of Education Networks of America, Inc.

Name of company

Gayle Nelson, Chief Revenue Officer

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

618 Grassmere Park Drive, Suite 12 Nashville TN 37211 (615) 312-6000

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

OR

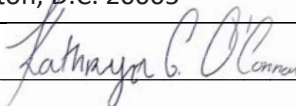
OPTION 2:

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature Gayle Nelson Date February 15, 2022

Disclosure of Lobbying Activities - Standard Form - LLL
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input checked="" type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if Known: ENA Services, LLC, a subsidiary of Education Networks of America, Inc. 618 Grassmere Park Drive, Suite 12 Nashville, TN 37211 Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: United States Senate, United States Congress	7. Federal Program Name/Description: General Advocacy US Congress CFDA Number, if applicable: N/A	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> Tom Ingram 1310 G. Street NW Washington, D.C. 20005	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> Brandi Lowell 1310 G. Street NW Washington, D.C. 20005	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Kathryn O'Connor Title: General Counsel Telephone No.: (615) 312-6145 Date: February 10, 2022	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

Please note that ENA does not employ lobbyists to influence or secure bids or contracts. ENA solely lobbies the United States Congress for the purpose of educating policy makers on programs.



345 Encinal Street
Santa Cruz, CA 95060
+1 (831) 426-5858

poly.com

Poly Partner Program Certification Status

As a valued Poly Partner, **Education Networks of America, INC** has been awarded **Silver** status and as such has access to resell a wide range of products with their acceptance in the Poly Partner Program. Products such as select voice and video products, enterprise headsets and their associated accessories and services.

Poly Partners are recognized within the industry for their sales acumen and technical expertise.

Education Networks of America, INC has completed valuable training that enables them access to resell an additional set of Poly products associated with the certifications listed below. These additional certifications are valid for **Education Networks of America, INC** in the below list of countries till the noted expiration date (if applicable) for as long as they sustain the certification requirements.

Countries: United States of America.

Company Doing Business As: (None Identified)

Certification Name

Certification Expiration Date (If applicable)

Polycom Product Registration

For further information or questions about Poly Certification achievement, please contact **Education Networks of America, INC**.

Best Regards,

Nick Tidd

Vice President, Global Partner Organization

Last modified as of August 23, 2021. To confirm current program level, please reach out to **Education Networks of America, INC** for an updated letter.

Authorized Reseller Certificate

YEALINK NETWORK TECHNOLOGY Co., Ltd

A professional designer and manufacturer of IP video phones and IP phones having its registered office at No.1 Ling-Xia North Road, High Tech Park, Huli District, Xiamen, China

Authorized Education Networks of America

with registered office at
618 Grassmere Park Drive, Suite 12
Nashville, TN 37211 U.S

As the Yealink Authorized Dealer for:
the complete line of Yealink IP Phone products
Manufactured by Yealink in
United States of America

Education Networks of America has completed all technical & commercial trainings and programs for the complete line of Yealink IP Phone products.

The valid period is from 1st Jan 2019 to 31st Dec 2023
For & On behalf of
YEALINK NETWORK TECHNOLOGY CO., LTD

Name / Signature:



Issue Date: 2019.01.01

December 13, 2021

To Whom it May Concern:

Juniper Networks (“Juniper”) is very pleased to confirm that as of the date of this letter the following partner is currently authorized to resell Juniper products, training services, and support and maintenance contracts to end-user customers as specified below:

Partner Name: EDUCATION NETWORKS OF AMERICA, INC.
Partner Level: Reseller
Partner Territory: USA

Juniper is constantly reviewing their partner programs. Partner level, product authorizations, service specializations, and buying model relationship terms are always subject to change.

If you have any questions regarding our partnership or need additional information, please don't hesitate to contact:

Partner Account Manager: Alexander Johnson
Phone: 630-244-9753
Email: alexj@juniper.net

Sincerely,



Kyle Brown
Head of North America Channels
Juniper Networks (US), Inc.

January 25, 2021

Subject: PartnerPRO Network Authorized Partner

To Whom It May Concern,

CommScope (NASDAQ: COMM) and the recently acquired Ruckus Networks are redefining tomorrow by shaping the future of wired and wireless communications. Our combined global team of employees, innovators and technologists have empowered customers in all regions of the world to anticipate what's next and push the boundaries of what's possible.

This serves to confirm that as of the date of this letter, EDUCATION NETWORKS OF AMERICA (ENA) (VAR) is a member of the PartnerPRO® Network. As a Elite partner, EDUCATION NETWORKS OF AMERICA (ENA) (VAR) is able to prepare and submit proposals in response to bids, to the extent the proposal submitted includes Ruckus brand products and solutions. This authorization does not guarantee special pricing. All special pricing must be authorized by CommScope, and final pricing shall be as agreed between the customer and EDUCATION NETWORKS OF AMERICA (ENA) (VAR).

Sincerely,

A handwritten signature in black ink, appearing to read "Dieter Verdegem", is located below the "Sincerely," text.

Dieter Verdegem
Vice President, Global Customer Experience



February 15, 2022

To Whom it May Concern:

This letter is to confirm that ENA is an authorized reseller of Kajeet products and services. The agreement was executed on 6/24/2019 and is in full effect today.

Regards,

A handwritten signature in black ink, appearing to read "Stuart Golder". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Stuart Golder
Direct of Channel Sales, Kajeet Inc.

ENA Service Level Agreements and Objectives

1. ENA TrustCompute Service Level Agreement

This Service Level Agreement (“SLA”) is provided to The Interlocal Purchasing System (“Customer”), who may purchase cloud services from ENA Services, LLC (“ENA”).

Definitions

- “Virtual Private Cloud” or “VPC” refers to the logically configured pool of resources assigned to Customer in ENA TrustCompute. Customer’s VPC may extend across one or more Zones.
- “Available” means any single, running Virtual Machine within Customer’s VPC has External Connectivity.
- “Virtual Machine” refers to a persistent instance.
- “External Connectivity” is bi-directional network traffic between the Virtual Machine and other IP addresses using TCP or UDP network protocols in which the Virtual Machine is configured for allowed traffic. The IP addresses can be IP addresses in the same cloud service as the Virtual Machine, IP addresses within the same virtual network as the Virtual Machine or public, routable IP addresses.
- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of Minutes in the Month in which ENA TrustCompute was “Unavailable.” Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any ENA TrustCompute SLA Exclusions (defined below)
- “Zone” refers to an isolated location.
- A “Service Credit” is a dollar credit, calculated as set forth below, that ENA may credit back to a Customer for downtime that violates ENA’s Service Commitment and is not a result directly or indirectly of any ENA TrustCompute SLA Exclusions (defined below).
- “Unavailable” or “Unavailability” means none of Customer’s running instances have External Connectivity.
- “Minutes in the Month” is the total number of minutes in a given month.
- “Downtime” is the total accumulated minutes that are part of Minutes in the Month that have no External Connectivity. Downtime excludes Standard Maintenance Windows and Planned Service Interruptions.
- $\text{Monthly Uptime \%} = (\text{Minutes in the Month} - \text{Downtime}) / \text{Minutes in the Month} \times 100$
- “Incident” means (i) any single event, or (ii) any set of events, that result in Unavailability.
- “Standard Maintenance Window” occurs Tuesdays and Thursdays from 11:00 PM local time to 5:00 AM local time
- “Agreed Maintenance” refers to a service interruption for work that is requested by Customer or agreed to by Customer that is performed outside of the Standard Maintenance Window.
- “Planned Service Interruption” refers to any service interruption with at least 48-hour notice provided to the customer in advance of the start time of the interruption

Service Commitment

ENA will use commercially reasonable efforts to ensure Customer's Virtual Private Cloud is Available at least 99.9% of the time during any monthly billing cycle.

The following Service Levels and Service Credits are applicable to Customer's use of Single-Instance Virtual Machines:

Service Credit

Service Credits are calculated as a percentage of the total monthly charges for Customer's ENA TrustCompute package for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

Credit Request and Payment Procedures

If Customer is entitled to multiple credits, such credits shall not be cumulative beyond a total of credits for one (1) calendar month's service cost in any one (1) calendar month.

Customer must open an Incident ticket within seven (7) calendar days from the time the Unavailability occurred. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Credits will be applied to the total monthly service cost.

Customer's sole and exclusive remedy for any failure by ENA to provide adequate service levels is detailed herein. Customer agrees to utilize ENA's services in a manner consistent with the terms of service, as outlined in the Master Services Agreement (MSA) and any addenda, as well as ENA's then current Acceptable Use Policy (posted at <http://www.ena.com/aup>). If customer's utilization of ENA's services is in violation of the MSA and addenda or AUP, ENA reserves the right to suspend or modify service after notification to Customer. Such suspension or modification shall not be deemed to be a failure of ENA to provide adequate service levels under this Contract. In no event shall Customer be entitled to any credit if it violates the terms of service or ENA's Acceptable Use Policy.

To receive a Service Credit, Customer must submit a claim by notifying his or her ENA Account Service Manager (ASM). To be eligible, the credit request must be received by the ASM by the end of the second billing cycle after which the Incident occurred and must include:

- Incident ticket number
- The dates and durations of each Incident Customer is claiming
- Description of Customer's attempts to resolve the Incident at time of occurrence

If the Monthly Uptime Percentage of such request is confirmed by ENA and is less than the Service Commitment, then ENA will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by ENA. Failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

ENA TrustCompute SLA Exclusions

The Service Commitment does not apply to any Unavailability, suspension or termination of ENA TrustCompute, or any other performance issues: (i) caused by factors outside of ENA's reasonable control, including any force majeure event or internet access related problems; (ii) that result from any actions or inactions of Customer or any third party, including failure to acknowledge a recovery volume; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within ENA's direct control); (iv) that result from failures of individual instances or volumes not attributable to Unavailability; (v) that occur during a Standard Maintenance Window; (vi) that occur during Agreed Maintenance; (vii) that occur during a Planned Service Interruption. If availability is impacted by factors other than those used in ENA's Monthly Uptime Percentage calculation, then ENA may issue a Service Credit considering such factors at their discretion.

2. ENA TrustBackup Service Level Agreement

This Service Level Agreement (“SLA”) is provided to The Interlocal Purchasing System (“Customer”), who may purchase cloud services from ENA Services, LLC (“ENA”).

Definitions

- “ENA TrustBackup Service Instance” refers to the software agents and logically configured storage resources assigned to Customer within ENA TrustBackup.
- “Available” means the Data Backup Function and the Data Restore Function can be executed within Customer’s ENA TrustBackup Service Instance.
- “Data Backup Function” refers to the set of features within Customer’s ENA TrustBackup Service Instance that is used to backup Customer’s data.
- “Data Restore Function” refers to the set of features within Customer’s ENA TrustBackup Service Instance that is used to restore Customer’s backup data.
- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of Minutes in the Month in which ENA TrustBackup was “Unavailable.” Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any ENA TrustBackup SLA Exclusions (defined below)
- A “Service Credit” is a dollar credit, calculated as set forth below, that ENA may credit back to a Customer for downtime that violates ENA’s Service Commitment and is not a result directly or indirectly of any ENA TrustBackup SLA Exclusions (defined below).
- “Unavailable” or “Unavailability” means the Backup Restore Function cannot be used.
- “Minutes in the Month” is the total number of minutes in a given month.
- “Downtime” is the total accumulated minutes that are part of Minutes in the Month that data is not Accessible. Downtime excludes Standard Maintenance Windows and Planned Service Interruptions.
- $\text{Monthly Uptime \%} = (\text{Minutes in the Month} - \text{Downtime}) / \text{Minutes in the Month} \times 100$
- “Incident” means (i) any single event, or (ii) any set of events, that result in Unavailability.
- “Standard Maintenance Window” occurs Tuesdays and Thursdays from 11:00 PM local time to 5:00 AM local time
- “Agreed Maintenance” refers to a service interruption for work that is requested by Customer or agreed to by Customer that is performed outside of the Standard Maintenance Window.
- “Planned Service Interruption” refers to any service interruption with at least 48 hours’ notice provided to the customer in advance of the start time of the interruption.

Service Commitment

ENA will use commercially reasonable efforts to ensure Customer’s ENA TrustBackup Service Instance is Available at least 99.9% of the time during any monthly billing cycle.

The following Service Levels and Service Credits are applicable to Customer’s use of Single-Instance ENA TrustBackup:

Service Credits

Service Credits are calculated as a percentage of the total monthly charges for Customer's ENA TrustBackup Service Instance for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

Credit Request and Payment Procedures

If Customer is entitled to multiple credits, such credits shall not be cumulative beyond a total of credits for one (1) calendar month's service cost in any one (1) calendar month.

Customer must open an Incident ticket within seven (7) calendar days from the time the Unavailability occurred. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Credits will be applied to the total monthly service cost.

Customer's sole and exclusive remedy for any failure by ENA to provide adequate service levels is detailed herein. Customer agrees to utilize ENA's services in a manner consistent with the terms of service, as outlined in the Master Services Agreement (MSA) and any addenda, as well as ENA's then current Acceptable Use Policy (posted at <http://www.ena.com/aup>). If customer's utilization of ENA's services is in violation of the MSA and addenda or AUP, ENA reserves the right to suspend or modify service after notification to Customer. Such suspension or modification shall not be deemed to be a failure of ENA to provide adequate service levels under this Contract. In no event shall Customer be entitled to any credit if it violates the terms of service or ENA's Acceptable Use Policy.

To receive a Service Credit, Customer must submit a claim by notifying his or her ENA Account Service Manager (ASM). To be eligible, the credit request must be received by the ASM by the end of the second billing cycle after which the Incident occurred and must include:

- Incident ticket number
- The dates and durations of each Incident Customer is claiming
- Description of Customer's attempts to resolve the Incident at time of occurrence

If the Monthly Uptime Percentage of such request is confirmed by ENA and is less than the Service Commitment, then ENA will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by ENA. Failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

ENA TrustBackup SLA Exclusions

The Service Commitment does not apply to any Unavailability, suspension or termination of ENA TrustBackup, or any other performance issues: (i) caused by factors outside of ENA's reasonable control, including any force majeure event or internet access related problems; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer's equipment, software or

other technology and/or third party equipment, software or other technology (other than third party equipment within ENA's direct control); (iv) that result from failures of individual instances not attributable to Unavailability; (v) that occur during a Standard Maintenance Window; (vi) that occur during Agreed Maintenance; (vii) that occur during a Planned Service Interruption. If availability is impacted by factors other than those used in ENA's Monthly Uptime Percentage calculation, then ENA may issue a Service Credit considering such factors at their discretion.

3. ENA TrustVault Service Level Agreement

This Service Level Agreement (“SLA”) is provided to The Interlocal Purchasing System (“Customer”), who may purchase cloud services from ENA Services, LLC (“ENA”).

Definitions

- “ENA TrustVault Storage Instance” refers to the logically configured storage resources assigned to Customer in ENA TrustVault.
- “Available” means Customer data is Accessible within their ENA TrustVault Storage Instance.
- “Accessible” means data can be read and modified (i) programmatically via the platform API, or (ii) online via my.ena.com.
- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of Minutes in the Month in which ENA TrustVault was “Unavailable.” Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any ENA TrustVault SLA Exclusions (defined below).
- A “Service Credit” is a dollar credit, calculated as set forth below, that ENA may credit back to a Customer for downtime that violates ENA’s Service Commitment and is not a result directly or indirectly of any ENA TrustVault SLA Exclusions (defined below).
- “Unavailable” or “Unavailability” means Customer’s data is not Accessible.
- “Minutes in the Month” is the total number of minutes in a given month.
- “Downtime” is the total accumulated minutes that are part of Minutes in the Month that data is not Accessible. Downtime excludes Standard Maintenance Windows and Planned Service Interruptions.
- $\text{Monthly Uptime \%} = (\text{Minutes in the Month} - \text{Downtime}) / \text{Minutes in the Month} \times 100$
- “Incident” means (i) any single event, or (ii) any set of events, that result in Unavailability.
- “Standard Maintenance Window” occurs Tuesdays and Thursdays from 11:00 PM local time to 5:00 AM local time.
- “Agreed Maintenance” refers to a service interruption for work that is requested by Customer or agreed to by Customer that is performed outside of the Standard Maintenance Window.
- “Planned Service Interruption” refers to any service interruption with at least 48 hours notice provided to the customer in advance of the start time of the interruption.

Service Commitment

ENA will use commercially reasonable efforts to ensure Customer’s ENA TrustVault Storage Instance is Available at least 99.9% of the time during any monthly billing cycle.

The following Service Levels and Service Credits are applicable to Customer’s use of Single-Instance ENA TrustVault:

Service Credits

Service Credits are calculated as a percentage of the total monthly charges for Customer's ENA TrustVault instance for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

Credit Request and Payment Procedures

If Customer is entitled to multiple credits, such credits shall not be cumulative beyond a total of credits for one (1) calendar month's service cost in any one (1) calendar month.

Customer must open an Incident ticket within seven (7) calendar days from the time the Unavailability occurred. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Credits will be applied to the total monthly service cost.

Customer's sole and exclusive remedy for any failure by ENA to provide adequate service levels is detailed herein. Customer agrees to utilize ENA's services in a manner consistent with the terms of service, as outlined in the Master Services Agreement (MSA) and any addenda, as well as ENA's then current Acceptable Use Policy (posted at <http://www.ena.com/aup>). If customer's utilization of ENA's services is in violation of the MSA and addenda or AUP, ENA reserves the right to suspend or modify service after notification to Customer. Such suspension or modification shall not be deemed to be a failure of ENA to provide adequate service levels under this Contract. In no event shall Customer be entitled to any credit if it violates the terms of service or ENA's Acceptable Use Policy.

To receive a Service Credit, Customer must submit a claim by notifying his or her ENA Account Service Manager (ASM). To be eligible, the credit request must be received by the ASM by the end of the second billing cycle after which the Incident occurred and must include:

- Incident ticket number
- The dates and durations of each Incident Customer is claiming
- Description of Customer's attempts to resolve the Incident at time of occurrence

If the Monthly Uptime Percentage of such request is confirmed by ENA and is less than the Service Commitment, then ENA will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by ENA. Failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

ENA TrustVault SLA Exclusions

The Service Commitment does not apply to any Unavailability, suspension or termination of ENA TrustVault, or any other performance issues: (i) caused by factors outside of ENA's reasonable control, including any force majeure event or internet access related problems; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party

equipment within ENA's direct control); (iv) that result from failures of individual instances not attributable to Unavailability; (v) that occur during a Standard Maintenance Window; (vi) that occur during Agreed Maintenance; (vii) that occur during a Planned Service Interruption. If availability is impacted by factors other than those used in ENA's Monthly Uptime Percentage calculation, then ENA may issue a Service Credit considering such factors at their discretion.

4. ENA Voice Service Level Agreement

This Service Level Agreement (“SLA”) is provided to The Interlocal Purchasing System (“Customer”), who may purchase managed network, voice, and/or security services from ENA Services, LLC (“ENA”).

Overall Availability

- Target availability for ENA's hosted voice platform infrastructure is 99.99% for primary voice service and functions.¹
- ENA Voice services are dependent on customer's underlying network, including WAN, Internet access and the customer's LAN switching infrastructure.²
- In the event a failure to ENA's hosted voice platform infrastructure, ENA will attempt to restore services within four (4) hours.
- ENA relies on multiple partners to route calls to/from the Publicly Switched Telephone Network (PSTN). In the event of an outage with a PSTN partner ENA will address and restore service in a timely manner. On-net calls within ENA's voice network would continue to route properly.
- ENA will provide a web-based, real-time view into ENA's trouble ticket system to track the status of reported incidents and requests.

Measurement and Service Impacting Events

Definitions

Service/Feature Requests

Customer requests information or assistance regarding one or more ENA Voice services:

- Customer need for move, add, change, deletion, or other modification to service.

Minor (Priority 3/4)

An incident or service request with the Customer's ENA Voice service would be considered a “Minor incident” if service is degraded but available, service is functionally impaired, but business operations are not impacted. The following incidents with ENA Voice service are considered “Minor incidents”:

- A single endpoint is offline; however, service is still available via other endpoints.
- Affects a single feature but service is still available.
- Affects one or a few users in a single location.
 - Users are experiencing intermittent call quality issues

Major (Priority 2)

An incident with the Customer's ENA Voice service at any given end site would be considered a “Major incident” if service is severely degraded, resulting in significant impact to customer business operations and a significant group of users is impacted. The following incidents with ENA Voice service are considered “Major incidents”:

- A major component of the ENA Voice platform is offline, but customers are still able to make/receive calls.
 - Examples: Voicemail, Auto Attendant, or Music on Hold not working properly.
- Customer's main numbers are not routing properly.

Critical (Priority 1)

An incident with the Customer’s Voice service at any given end site or core site would be considered a “Critical incident” if the ENA Voice service is hard down (not available), critically impacting customer business operations, or a problem or outage is identified via ENA which is not due to issues with customer provided network. The following incidents with ENA Voice service are considered “Critical incidents”:

- All endpoints at a site are unreachable.
- On-premises or upstream equipment managed by ENA providing the service are not available.
- Impact to our ability to provide 911 service to customer’s local PSAP.

Monitoring and Response

- ENA will ticket and automatically notify the designated contact of an ENA Voice service interruption within ENA’s hosted infrastructure, whether Major, or Critical.
- For all service interruptions, whether detected via monitoring or via Customer call to the ENA CTAC to report a problem, the following target timelines apply:

ENA Voice SLA Tier Response/Resolution

Incident Level	Target Response ³ Time*	Target Resolution ⁴ Time**
Critical	2 hours	4 hours
Major	4 hours	12 hours
Minor	16 hours	30 hours or within next maintenance window

*Response Time is defined as trouble isolation with communication back to the customer and appropriate dispatch as required.

**Resolution Time designates the timeframe in Service Hours in which the underlying problem is fixed. In some cases, this may require a hardware or software vendor to develop and provide a permanent fix which can be applied to resolve the problem; and, could exceed expected Resolution Time.

Catastrophic Incident Response Times

In the event of a hurricane, earthquake, fire, or other catastrophic incident, ENA will respond within four hours of cessation of the event with a situation assessment and service restoral plan. This plan may include efforts to restore partial or alternate services according to conditions, as well as new or upgraded services at alternate locations as dictated by the situation.

Additional Conditions

- Service availability measures do not apply in the event that ENA is unable to perform any of its obligations due to lack of access to Customer facilities or Customer personnel, failure of Customer equipment or network, damage to ENA equipment or facilities due to act of Customer, its personnel or third parties, failure or interruption of utilities or services provided by either Customer or third parties, which are not the fault of ENA or other force majeure events.

- ENA's standard maintenance windows are Tuesdays and Thursdays from 11:00 PM – 5:00 AM local time. ENA will provide email notification to the designated maintenance point of contact in advance of such maintenance (typically 48 hours).
- All time intervals in this document are expressed in Service Hours (7:00 AM – 5:00 PM local time, Monday through Friday).
- Affected Site is defined as the single site at which each unique trouble event begins; in a multi-site, single incident trouble, only one site will be designated the Affected Site and penalties shall apply to only that site, not all end sites that are affected by the single incident.
- During implementation, Customer must provide access to all sites where service has been requested from 7:00 AM – 5:00 PM local time, Monday through Friday, excluding holidays.
- Failures to ENA's hosted platform infrastructure that impacts all voice service availability, lasting longer than three (3) hours, and does not require a hardware or software vendor to develop and provide a permanent fix which can be applied to resolve the problem. ENA agrees to credit Customer's account by the percentage of time where service was interrupted based on ENA's records, multiplied by the total monthly charges associated with the service interrupted at the site of the trouble as liquidated damages and not as a penalty.
- If Customer is entitled to multiple credits under this section, such credits shall not be cumulative beyond a total of credits for one (1) calendar month's service cost in any one (1) calendar month in any event at the affected site. Customer must notify ENA within seven (7) calendar days from the time Customer becomes eligible for a credit. Failure to comply with this requirement will forfeit Customer's right to receive a credit.
- Credits do not apply to failure to meet targeted response times, only to service interruptions.
- Credits shall apply to the site of the original service interruption, not at all affected sites.
- Customer's sole and exclusive remedy for any failure by ENA to provide adequate service levels, including but not limited to any outages or ENA network congestion is detailed herein. Customer agrees to not use ENA's services for unlawful purposes. In such case, ENA reserves the right to suspend or modify service after notification to Customer. Such suspension or modification shall not be deemed to be a failure of ENA to provide adequate service levels under this Contract. In no event shall Customer be entitled to any credit if it violates the terms of service or ENA's then-current Acceptable Use Policy (posted at <http://www.ena.com/aup>).
- Credits will be applied to the total monthly service cost. If Customer site has requested E-rate funding for the service at the affected site, then credits will be applied to the service before calculating the Customer's non-discountable liability.

Footnotes

¹Core voice services and functions are defined as the ENA Voice platform that enables an ENA customer to originate and terminate calls. ENA may at times perform standard maintenance to the ENA Voice platform. This work could cause a temporary loss of voice service during a scheduled maintenance window. ENA will proactively communicate maintenance with a minimum of 48-hour notice for standard work or upon identification for emergency needs. Scheduled downtime will be excluded from the SLA obligations when pro-actively communicated to the prescribed maintenance contacts of our customer base.

²For customers who do not utilize ENA's managed network services (Internet access, WAN and/or LAN managed services), it will be the responsibility of the customer to work with their network services providers and/or internal network technical staff to resolve technical issues once ENA has determined that the ENA Voice platform is functioning properly.

³Target Response Time will be defined as trouble isolation, ticket generation, and communication back to the Customer.

⁴Target Resolution Time includes remote or on-site assistance to restore service to pre-incident functional status.

5. ENA Air Service Level Objectives

Overall Availability

- Target availability for ENA's network management, monitoring, and on-line reporting infrastructure is 99.999 percent¹
- Local implementations of ENA Air will continue to provide full Wi-Fi service, including the ability to accept and authenticate new clients, even if connectivity to the ENA Air core network management infrastructure is unavailable
- If the customer utilizes the optional ENA Air hosted captive portal guest solution, it would not be accessible if connectivity to the ENA Air core network management infrastructure is unavailable

Service Impacting Events

Service Incident Definitions

Service Requests

Customer requests information or assistance regarding one or more services:

- Customer need for move, add, change, deletion, or other modification to service

Minor (Priority 3/4)

An incident or service request with the Customer's ENA Air service would be considered a "Minor incident" if service is degraded but available, service is functionally impaired, but business or educational operations are not impacted. The following incidents with ENA Air service are considered "Minor incidents":

- A single onsite component is offline; however, service is still available via other components
- A single feature is affected but full service is still available
- A few users are affected at a single location, but not all users at that location

Major (Priority 2)

An incident with the Customer's ENA Air service at any given end site would be considered a "Major incident" if service is severely degraded, resulting in significant impact to customer business or educational operations and a significant group of users is impacted. The following incidents with ENA Air service are considered "Major incidents":

- One or more switches are offline resulting in a lack of service availability to a significant area of a facility
- A significant group of users is affected in a single location
- More than three access points are offline at the same time

Critical (Priority 1)

An incident with the Customer's Wireless LAN network at any given end site or core site would be considered "Critical incident" if service is hard down (not available), critically impacting customer business operations, or a problem or outage is identified via ENA monitoring or management system not

due to incidents with customer provided network. The following incidents with ENA Air service are considered “Critical incidents”:

- One or more entire customer facilities are offline
- All on-premises or upstream equipment managed by ENA providing the service are not available

Monitoring and Response

- ENA will ticket and automatically notify the designated contact of an ENA Air service interruption, whether Minor, Major, or Critical
- For all service interruptions, whether detected via monitoring or via Customer call to the ENA CTAC to report a problem, the following target timelines apply:

ENA Air SLO Tier Response/Restoration²

Incident Level	Target Response Time	Target Restoration ³ Time (Customer Replacement)	Target Restoration ³ Time (ENA Replacement)
Critical	2 hours	4 hours	24 hours
Major	4 hours	8 hours	24 hours
Minor	8 hours	24 hours	48 hours

Catastrophic Incident Response Times

In the event of a catastrophic incident, ENA will respond within four hours of cessation of the event with a situation assessment and service restoration plan. This plan may include efforts to restore partial or alternate services according to conditions, as well as new or upgraded services at alternate locations as dictated by the situation.

On-Site Service:

On site response times for ENA field resources will vary somewhat based on location, but generally speaking, we expect to be on site with within 24 hours of notification for locations in major metropolitan areas, and within 48 hours for most other locations. Please note the following:

- ENA Air service includes an on-site spare AP with instructions on how to use in case of failure of an ENA Air access point on site. It is ENA’s expectation that local customer staff will work with ENA CTAC to install the on-site spare. If local staff cannot install the on-site spare, and ENA must dispatch resources, additional charges may apply. Please see SOW for more details.
- ENA Air service includes re-installation of any failed or degraded switch installed as part of the ENA Service without additional charge.

Additional Conditions

Service availability measures do not apply in the event that ENA is unable to perform any of its obligations due to lack of access to Customer facilities or Customer personnel, failure of Customer equipment or network, damage to ENA equipment or facilities due to act of Customer, its personnel or third parties, failure or interruption of utilities or services provided by either Customer or third parties, which are not the fault of ENA or other force majeure events.

Footnotes

¹ENA will perform standard maintenance to the ENA Air monitoring platform to enhance service availability. This work could prevent temporary loss of service during a scheduled maintenance window. ENA will proactively communicate maintenance with a minimum of 48-hour notice for standard work or upon identification for emergency needs. Scheduled downtime will be excluded from SLA or SLO obligations when pro-actively communicated to the prescribed maintenance contacts of our customer base.

²Target Response Time will be defined as trouble isolation, ticket generation and communication back to the Customer.

³Target Restoration Time includes remote or onsite assistance to restore service to pre-incident functional status. If ENA dispatch is required, see On-Site Service section for additional service level considerations and associated charges.

6. ENA NetDefender Service Level Objectives

Service Level	Description	Goal
Time to Mitigate	Time to Mitigate is measured from the time of determination of an attack to when ENA begins the redirection and scrubbing of customer traffic.	15 minutes from ENA determination of a DDOS attack active against the customer's network to divert affected traffic through the scrubbing center.
Time to Notify	Time to Notify is measured from the time of determination of an attack to when ENA contacts the customer by phone or email.	15 minutes from ENA determination of a DDOS attack active against the customer's network to notify the customer by phone or email that protection has been initiated.
Traffic Scrubbing	DDoS traffic scrubbing will be performed to a level such that 95% or more of the traffic mitigated by the ENA NetDefender service will be clean/benign traffic and no more than 5% of dirty/malicious traffic is passed to the customer.	95% clean traffic pass through
Protection Limits	<p>When the customer is under a DDoS attack, ENA will determine the smallest IP address range that can be re-routed through the ENA NetDefender service for scrubbing and continue to protect the customer traffic associated with the attacked IP for a minimum of 1 business day and a maximum of 2 business days from the start of triggering the scrubbing. After which ENA reserves the right to work with the customer to move traffic to a new IP address and black hole route the attacked IP.</p> <p>Caveats: If the DDoS attack is (a) negatively affects the ENA backbone, or (b) impacts our ability to deliver services to other customers, ENA reserves the right to black hole the attacked IP (no traffic scrubbing will be done).</p>	1-2 business days scrubbing, then black hole if the attack continues (with Customer collaboration)
Performance	Customer may experience a slight increase in latency while traffic is being routed through the ENA NetDefender service. ENA endeavors to minimize network latency for any traffic being routed through the service.	Minimal latency due to re-routing traffic
Status Reporting	ENA provides traffic and attack data reports via the customer's myENA portal. Any requests for additional reporting will be considered and fulfilled to the extent possible within 3 business days of request.	Always available online in customer portal. Advanced reporting requests fulfilled to the extent possible within 3 business days of request.
Maintenance	<p>ENA may periodically upgrade software or hardware to maintain the ENA NetDefender platform. If ENA determines an upgrade is necessary, we will notify the customer at least 72 hours prior to the maintenance being performed. Standard maintenance windows are Tuesday and Thursday evenings. Only the ability to scrub malicious traffic is impacted by maintenance. Customer will not experience an outage to network connectivity during a maintenance window.</p> <p>In rare situations, ENA may have to correct conditions that require immediate action. In this case, ENA may undertake emergency maintenance at any time deemed necessary and will provide notice to the Customer as soon as is practicable under the circumstances.</p>	Notification provided 72 hours ahead of routine maintenance and as soon as practical for emergency maintenance
Availability of Service	Percentage of time the DDoS mitigation platform will be available during a monthly period (excluding preplanned maintenance activity). ENA will make every effort to minimize downtime and increase availability.	99.9% availability

ENA:

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

By: _____

Name: _____

Title: _____

Date: _____

7. Video Collaboration Powered by Zoom Service Level Objectives

Support Process

"Support Ticket" means a notification by a customer advising Zoom of a perceived issue, or question concerning the service.

- Owners and Administrators of Business, Education, Enterprise or API accounts will report support tickets to Zoom by:
 1. Online submission.
 2. Login and select the chat icon in the bottom right.
 3. Phone dial-in below by entering your Personal Meeting ID and host key.
 - US: +1.888.799.9666 ext 2
 - AU: +61.1800.768.027 ext 2
 - FR: +33.800.94.64.64 ext 2
 - IN: 000.800.050.2040 ext 2
 - JP: +81.053.132.0070 ext 2
 - NZ: +64.800.475.039 ext 2
 - SG: +65.800.321.1249 ext 2
 - UK: +44.800.368.7314 ext 2 or +44.20.7039.8961 ext 2

Support Hours

Support Hours are **24 x 7**, including public holidays, where agents or technical engineers are available for web, chat, and phone support.

Priority Levels

When a support ticket is initiated with Zoom's technical support team, it will be classified according to the following Priority levels:

- **Priority 1 - Urgent:** The Service is "down," operation of the Service is severely degraded, or there is a critical impact to the Service due to a fault with the network or other software issue. No workarounds. Examples include failures of Zoom's transmission services or software functions. Zoom will provide necessary resources around the clock to resolve this situation.
- **Priority 2 - High:** Significant aspects of the Service are negatively affected by inadequate performance of the network or other software issues. Partial or no workarounds. Zoom will provide resources during Zoom's normal business hours to resolve the situation and additional resources outside of Zoom's normal business hours as reasonably necessary.
- **Priority 3 - Normal:** General issues related to a feature or a set of features. Operational performance of the service is not impaired. Zoom will provide reasonable resources during Zoom's normal business hours to assist in resolving the problem or providing a workaround.
- **Priority 4 – Low:** Informational or Feature Change Request: Customer requires information or assistance with service's capabilities, installation or configuration and there is little to no effect on its business operations. Included are requests for information, assistance, features, alpha/beta and others. Such requests will be handled within Zoom's normal business hours.

Target Response Times

Target Response Time for a Support Ticket will be the time (a) commencing when Zoom receives a proper Support Ticket from Customer and (b) ending when customer receives notification that the Support Ticket has been logged.

Note: Due to a surge in requests during the COVID-19 pandemic, you may experience longer response times.

Owners and Administrators of Pro, Business, Education, Enterprise, and API Plans:

- Priority 1 - Urgent: 1 Hour
- Priority 2 - High: 4 Hours
- Priority 3 - Normal: 24 Hours
- Priority 4 - Low: 24 Hours

Customer Satisfaction

When a ticket is marked resolved, you will receive a short email to mark your satisfaction level and put any comments related to our service. We appreciate any feedback as it helps us improve our support services.

Additional Warranty Information

ENA SmartVoice

All handsets purchased through ENA carry a one-year factory warranty. If a problem with an ENA SmartVoice handset occurs, the customer may contact the ENA CTAC for service. A new IP handset will be shipped to match the specifications of the handset that is being returned and the customer will return the original handset in the packaging provided by ENA. If the handset is not under warranty, the additional unit is billed to the customer.

ENA Air

Ruckus

Ruckus provides a limited lifetime hardware warranty on all indoor access points (APs) and controllers, and a limited one-year hardware warranty on all outdoor APs. Extended product and technical support may be purchased separately and can include advanced replacement on APs and controllers, 24x7x365 technical support through web, phone, and online chat, as well as software updates, upgrades, and bug fixes. Ruckus provides a toll-free number at (855) 782-5871 for technical support.

Juniper Mist

Warranty on hardware is provided by Juniper Mist and is a limited lifetime warranty. The limited lifetime warranty covers normal use of the equipment, but does not cover vandalism, fire, theft, or similar occurrences. Please see the **Juniper Mist Wi-Fi Product Warranty** immediately following this page for comprehensive detail of warranty terms.

ENA Beacon

ENA Beacon includes warranty coverage on all network equipment (excluding CPE) for the life of the contract.

JUNIPER MIST WiFi PRODUCT WARRANTY

Warranty Start Date:

“Start Date” as used in this policy means (i) the date Covered Hardware is shipped from the distribution center of Juniper Networks, Inc. (“Juniper Networks”).

Covered Hardware:

“Covered Hardware” means Juniper Networks Mist indoor rated WiFi access points, outdoor rated WiFi access points and Edge server hardware, all as described in Table 1, and includes the Embedded Software pre-installed with the Covered Hardware.

Any other capitalized terms not defined herein will have the meanings provided in the product Documentation, or in the Juniper End User Support Agreement or Juniper End User License Agreement at <https://support.juniper.net/support/guidelines/>.

Juniper Mist WiFi Product Hardware Warranty:

Juniper Networks warrants for the sole benefit of the original end user purchaser of the Covered Hardware (“Customer”) that Covered Hardware will be free from defects in material and workmanship commencing on the Start Date and continuing for the applicable warranty period.

Covered Hardware	Warranty Period
Indoor rated Juniper Mist WiFi access points (AP12, AP21, AP32, AP33, AP41, AP43, AP32E, AP41E, and AP43E)	The longer of i) one year from the Start Date, or ii) until the last order date for a specific Covered Hardware model in accordance with the EOL/EOS policy (https://www.juniper.net/support/eol/#)
Outdoor rated Juniper Mist WiFi access points (AP61, AP63)	One year from the Start Date
Mist Edge server Hardware (ME-X5, ME-X10)	One year from the Start Date

This product warranty extends only to the original purchaser of the Hardware from an authorized Juniper Networks reseller or Juniper Networks, itself. In the event that Juniper Networks receives notice during the warranty period that any Covered Hardware does not conform to its warranty, Customer’s sole and exclusive remedy, and Juniper Networks sole and exclusive liability, shall be for Juniper Networks, at its sole option, to either repair or replace the non-conforming Covered Hardware in accordance with this limited warranty. Covered Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Juniper Networks. Juniper Networks will use commercially reasonable efforts to SHIP the replacement hardware within one (1) Business Day of Juniper Networks’ RMA (defined below) from a central Juniper depot location. The Customer’s replacement request must be received by 3 pm local time at the JTAC facility handling the request; otherwise the request will be considered as received on the next Business Day. Actual delivery times may vary depending on the customer location and Juniper shipping depot location. As used



herein, "Business Day" means Monday through Friday (time zone of the JTAC facility), excluding holidays observed at that JTAC facility.

Post Warranty Support:

For as long as Customer maintains a subscription to the Mist WiFi Assurance cloud service for its Covered Hardware (or Mist Edge Service for Mist Edge Hardware), Juniper will:

- a) respond to requests for technical support for Covered Hardware; and
- b) make available to Customer for use solely on the Covered Hardware such updates, patches, and bug fixes to the Embedded Software as it may release for general availability in accordance with the Service Description Document set forth at <http://www.juniper.net/support/guidelines.html>.

Upon expiration of the warranty period, Juniper will continue to replace any Juniper Mist indoor rated WiFi access point that fails to conform to this warranty for as long as Customer maintains a subscription to the WiFi Assurance cloud service for the Covered Hardware. In the event of discontinuance of manufacture of the indoor rated WiFi Covered Hardware, the Juniper replacement support is limited to 5 years from the last order date in accordance with the EOL/EOS policy (<https://www.juniper.net/support/eol/#>).

In the event the Customer allows its WiFi Assurance or Mist Edge subscription to lapse after expiration of the warranty period, Juniper will not be obligated to replace Covered Hardware products. In the event the Customer allows its cloud service or Mist Edge subscription to lapse prior to expiration of the warranty period, Juniper will not be obligated to provide advance replacement for Covered Hardware products.

Restrictions:

No warranty will apply if the Covered Hardware or Software (i) has been altered, except by Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper Networks in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Covered Hardware or Embedded Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Juniper Networks disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Juniper Networks warranty obligations do not include installation support. Embedded Software update entitlement under this Warranty shall not cover any features licensable separately regardless of whether the implementation of such feature is included (in dormant form or otherwise) in the Embedded Software as originally embedded on the Covered Hardware originally purchased by Customer. Juniper Networks may condition availability of Hardware replacements or repairs, of technical services and of Embedded Software updates on Juniper Networks' determination that furnishing such items and support services to Customer shall not violate US or other applicable export or import control laws. Notwithstanding anything to the contrary, no warranty shall apply beyond the published End of Support date for Hardware or Software as described in the [Juniper Networks End of Life Policy and Procedure](#). JCPO product may be subject to additional restrictions.

Dead on Arrival ("DOA"):

For up to thirty (30) days from the Start Date, Juniper Networks will provide expedited replacement of affected field replaceable units of Covered Hardware that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, "fail to operate" shall mean a material failure to substantially perform in accordance with the Covered Hardware's technical specifications and shall not include cosmetic or other deficiencies that do not materially affect Covered Hardware performance. A new field replaceable unit will be shipped from Juniper Networks' manufacturing facilities within two (2) business days of Juniper Networks' receipt and validation of customer's notification of an inoperative unit. Notification must be sent by customer via online procedures set forth below. Defective Covered Hardware must be returned within ten (10) days of failure, or customer pays purchase price of replacement Covered

Hardware. Non-U.S. customers should allow for additional transit time due to international customs clearance. JCPO products that are sold after the published Last Order Date (as defined in the [Juniper Networks End of Life Policy and Procedure](#)) are excluded from this expedited DOA replacement coverage.

Hardware Return Procedures:

Any defective item can only be returned for a warranty defect if it references a return material authorization ("RMA") number issued by authorized Juniper Networks service personnel. To request an RMA number, customer must contact Juniper Mist technical support through the Mist cloud service (manage.mist.com). The RMA number must be included on the outside carton label of the returned item. Provided that Customer follows the instructions for return shipment provided with the RMA, Juniper will pay the costs for return shipment of the defective Covered Hardware. In addition, Juniper Networks shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, Juniper Networks reasonably determines that the item is functional, the Customer shall pay any transportation cost. If Juniper Networks determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Juniper Networks, including all shipping expenses, shall be paid by Customer.

Disclaimer:

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9900103-EN August 2021

ENA UNIFIED MASTER SERVICE AGREEMENT

Client Name:	
Mailing and Notice Address:	
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 ("Company"), and the Client identified above ("Client"), as of _____ (the "Effective Date").

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

SECTION 1: SERVICES

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

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

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

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

3.5 Internal Use. Subject to the terms and conditions set forth herein, Company 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 Company 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. Company 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 Company, Company’s partners or Company’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, Company 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 Company. 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 Company hereby warrants to Client that (a) the Services will be performed substantially in accordance with the Company service level documentation provided for such Services (if any), (b) the Services will be performed with reasonable care, and (c) the personnel providing the Services will have an appropriate level of training and experience. If the Services fail to conform to the foregoing warranty, Company shall use commercially reasonable efforts at its expense to re-perform the Service in compliance with this Agreement. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE

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 Company, Company 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 Company's actions or inaction. Company'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 Company 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. Company 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, Company 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 Company, 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 Company 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 Company would incur arising from any breach or early termination of this Agreement or any Schedule(s) attached hereto by Company 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 Company's actual damages, are not penal in nature, and are intended to place Company 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 Company 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) Company 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 Company 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 Company and Client, Company 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 Company'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 Company'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 Company or its licensors and are protected by copyright, trademark and other laws. In addition to Company's rights in individual elements of the website, Company 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 Company.

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

7.3 Use of Client's Name. Client acknowledges that use of the Services may require that Company include Client's name in registrations and administrative filings which are available to the public. In addition, Client agrees that Company may include Client's name in Company marketing brochures and literature and indicate that Client is an Company 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 Company's control, and users acknowledge that Company 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 Company's endorsement or any association between Company and their operators. Users further acknowledge and agree that Company 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 Company 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, Company 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 Company 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 Company 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. Company shall determine the method and means of performing the Services hereunder and Company assumes all risks and liabilities arising therefrom. Company 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, Company'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, Company'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) Company'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.

COMPANY:

ENA Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

<<Client Legal Name>>

By: _____

Name: _____

Title: _____

Date: _____

Rider for ENA Universal Service Fund Customers (E-Rate)

This Rider, entered into by ENA Services, LLC and Affiliates, a Delaware limited liability company (“ENA”) and <<NEW CUSTOMER NAME>> (“CLIENT”) (together, the “Parties”) and effective as of the date last signed below (“Effective Date”), shall be integrated into any and all current Agreement(s) between the Parties inclusive of pre-existing attachments, schedules and exhibits to the Agreement(s). The term of this Attachment is defined by the Agreement. Insofar as any provision of this Attachment is declared illegal or void, the Parties agree that they will remain bound by all other provisions of this Rider. If there are any inconsistencies between this Rider and the Agreement(s), the terms and conditions of this Rider shall control.

For the purposes of this Rider: “Initial Term” is defined, in accordance with Section 6.1 of the Agreement, or the appropriate term reference in the integrated Agreement(s) should 6.1 not refer to the Initial Term.

TERMS AND CONDITIONS APPLICABLE TO E-RATE FUNDED PRODUCTS AND SERVICES

CLIENT may seek funding through the Federal Universal Service Fund program known as "E- Rate" for some or all of the Services purchased under the Agreement. E-Rate is administered by the Schools and Libraries Division ("SLD") of the Universal Service Fund Administrative Company ("USAC") (sometimes collectively or individually referred to herein as "USAC/SLD" and/or "E-Rate Program"). The Federal Communications Commission ("FCC") has promulgated regulations that govern the participation in the E-Rate Program. Both Parties agree to adhere to FCC regulations as well as the rules established by SLD and USAC regarding participation in the E-Rate Program. The Parties further agree that the eligibility or ineligibility of products or services for E-Rate funding is solely the responsibility of the CLIENT, USAC/SLD and/or the FCC. ENA makes no representations or warranties regarding such eligibility.

1. Client Elections. CLIENT acknowledges its obligation, upon E-Rate approval, to timely designate the method by which it will receive E-Rate discounts for each such Service.
 - a. Billed Entity Application Reimbursement ("BEAR") - Form 472. If CLIENT utilizes the BEAR (Form 472) method, it is solely CLIENT's responsibility to ensure the accuracy of the BEAR (Form 472) and the amounts sought to be recovered through the E-Rate program.
 - b. Service Provider Invoice form - ("SPI") - Form 474. After ENA has received notification of approved funding, an approved Form 486, and CLIENT has confirmed the appropriate Services to be discounted per Funding Request Number, ENA will then provide E-Rate program discounts and will file a Form 474 SPI. CLIENT agrees to promptly submit any ENA or USAC/SLD Forms needed to support requests for reimbursement of Services rendered.
2. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from ENA of E-Rate funds as a result of CLIENT's failure to comply with the E-Rate rules or regulations, including CLIENT delays in submitting required forms or contracts; or, if USAC/SLD determines that Service(s) that it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of ENA's failure to comply with the E-Rate requirements), then CLIENT shall reimburse ENA for any such funds ENA must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, CLIENT agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the integrated Agreement(s), including those obligations related to payments, fees and early

termination fees.

3. Requested Information. If requested, CLIENT will promptly provide ENA with final copies of the following E-Rate-related materials (including all attachments) prepared by or for CLIENT: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the CLIENT issues purchase orders, CLIENT shall clearly delineate between eligible and ineligible Services on those orders.
4. Representations, Warranties and Breaches of the Agreement. Each Party represents, warrants and agrees that it is, as specified in the integrated Agreement(s), contractually obligated to comply with all laws and the requirements applicable to the E-Rate Program. In addition to any contractual obligations set forth in the Agreement and to the extent permitted by law, each Party agrees that it is required by the incorporated Agreement(s) to pay to the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) as consideration for the Service(s) any payments made to third parties (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the breaching Party's violation of the requirements of the E-Rate Program or other breaches of the Agreement and the representations, warranties contained in it.
5. As a condition to the provision of the Service(s), CLIENT must choose ONE of the TWO billing options below by placing a X in the space to the left of the option choice.

CLIENT should refer to the E-Rate Rules and Regulations regarding USAC/SLD payments for eligible services delivered after the beginning of the E-Rate year (July 1st) but before receipt of an FCDL. If CLIENT would like to choose another billing option or service option please email finance@ena.com or speak with your account manager.

 Option 1: Proceed now

CLIENT DIRECTS ENA TO COMMENCE OR CONTINUE SERVICES EVEN IF A FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC/SLD. CLIENT ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE FULL PRICE OF SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

In selecting option 1:

- CLIENT desires that Services commence on or about (insert date).
- CLIENT intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date, and that it is possible that USAC/SLD may not approve funding or may delay its decision.
- CLIENT acknowledges that there is no right to terminate early the services or service components provided on the basis of this attachment if E-rate funding is delayed or denied.
- CLIENT agrees to seek reimbursement from USAC/SLD for service period prior to FCDL approval using the BEAR process.

___ **Option 2: Proceed after FCDL approval**

CLIENT DIRECTS ENA TO COMMENCE FIRST YEAR OF SERVICE ONLY AFTER RECEIVING NOTICE OF FUNDING COMMITMENT DECISION LETTER (“FCDL”) APPROVAL FROM USAC/SLD.

CLIENT DIRECTS ENA TO CONTINUE SERVICE IN SUBSEQUENT CONTRACT YEARS EVEN IF FUNDING COMMITMENT DECISION LETTER (“FCDL”) HAS NOT BEEN RECEIVED FROM USAC/SLD. CLIENT ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF FUNDING IS DENIED OR USAC/SLD COMMITMENT IS NOT RECEIVED.

In selecting option 2:

- CLIENT acknowledges that Services may not be in place at the start of a school or funding year, and that there may be a gap in Service in the first year if there is a delay in USAC/SLD FCDL approval.
- CLIENT understands that Service delivery often takes 90 or more days from CLIENT direction to proceed.
- CLIENT may terminate the Agreement without penalty only in the first year if USAC/SLD FCDL approval is not received. This does not apply to subsequent contract years.
- CLIENT acknowledges that in subsequent contract years that there is no right to terminate early the services or service components provided on the basis of this attachment if E-rate funding is delayed or denied.

6. Service Substitutions and Suspension of Payments. ENA will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests. Insofar as ENA services are being reimbursed with E-Rate funds and ENA becomes aware that USAC/SLD has suspended payment resulting from a possible program rule violation or breach of the Agreement by Client and, accordingly, suspension of services, ENA may continue Services upon execution of an agreement mutually satisfactory to both parties.
7. Non-Appropriations. By executing the Agreement and ordering Services, CLIENT warrants that CLIENT has funds appropriated and available to pay all amounts due hereunder through the end of CLIENT's current fiscal period. CLIENT further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term. In the event CLIENT is unable to obtain the necessary appropriations or funding for the Service(s), CLIENT may terminate the Service(s) upon the following conditions: (i) CLIENT has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite CLIENT's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Service(s); and (iii) CLIENT has negotiated in good faith with ENA to develop revised terms, an alternative payment schedule or a new agreement to accommodate CLIENT's budget for such Service(s). No penalty shall accrue to CLIENT in the event this provision is exercised, and CLIENT shall not be obligated or liable for any future payments due or any damages as a result of termination under this Attachment.
8. Early Termination. Early Termination is defined to mean termination by Client prior to the expiration of the Initial Term for any reason other than ENA's failure to comply with the requirements of the E-Rate Program or ENA's uncured breach of the Agreement. If Service(s)

are subject to Early Termination, Client agrees as the Date of Early Termination: (i) to pay all Fees and other amounts due for Service(s) incurred through Date of Early Termination, (ii) reimburse all otherwise unrecovered charges incurred by ENA for the Service(s), both recurring and non-recurring through the Date of Early Termination, and (iii) pay all direct and reasonable costs associated with the termination of the Service(s) through the Date of Early Termination. For purposes of this section of this Attachment, "direct costs" are costs that ENA incurs from persons not a Party, such as, without limitation, underlying carriers and/or vendors with whom the ENA subcontracts to provide the Service(s), as a result of Early Termination of Service(s) and/or a site. ENA shall not be reimbursed for any anticipatory profits which have not been earned up to the Date of Early Termination. CLIENT further agrees that it will not contract with any other provider for the same or substantially similar services or equipment through the end of the Initial Term.

SO AGREED by the Parties' respective authorized signatories:

ENA:

ENA Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

<<New Client Legal Name>>

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE OF SERVICES

No. _____

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA Services, LLC and Affiliates, a Delaware limited liability company (“**ENA**”) and _____ (“**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 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 type="checkbox"/>	Security
<input type="checkbox"/>	Cloud	<input type="checkbox"/>	Other
<input type="checkbox"/>	Video Collaboration Powered by Zoom	<input type="checkbox"/>	
Description and Price of Services			
Check one:			
<input type="checkbox"/>	Described below		<input type="checkbox"/> Described in the attached document(s)
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	<input style="width: 100%;" type="text"/>	months	
Renewal Term(s)	<input style="width: 50%;" type="text"/>	Number of Renewal Terms <i>enter '0' if none permitted</i>	<input style="width: 50%;" type="text"/> Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)			<input style="width: 50%;" type="text"/> Months
Schedule of Service Term Start Date (at install unless specified herein)	<input style="width: 100%; height: 30px;" type="text"/>		
Billing Address and Billing Contact Information			

[signatures on last page]

SCHEDULE OF SERVICES

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.

COMPANY:

ENA Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

<<Client Legal Name>>

By: _____

Name: _____

Title: _____

Date: _____

ENA TrustCompute Addendum

As of _____, this Addendum to Master Service Agreement is entered into pursuant to that certain Master Service Agreement (“MSA”) between _____ (“Client”) and ENA Services, LLC and Affiliates, a Delaware limited liability company (“ENA”).

Client agrees that the following terms of service (“Terms of Service”) shall govern Client and its Users use of ENA TrustCompute (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. **Backup.** Users are solely responsible for the preservation of Users' data that Users save onto their virtual server (the "Data"). Should Data be lost by ENA, ENA will undertake commercially reasonable efforts to restore the Data. If Client terminates or discontinues the Services, ENA may, without notice, delete or deny access to any Data that may remain in its possession or control. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ENA SHALL HAVE NO LIABILITY FOR ANY DATA THAT MAY BE LOST, OR UNRECOVERABLE.

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

COMPANY:

ENA Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

<<Client Legal Name>>

By: _____

Name: _____

Title: _____

Date: _____

ENA TrustVault and ENA TrustBackup Addendum

As of _____, this Addendum to Master Service Agreement is entered into pursuant to that certain Master Service Agreement (“MSA”) between _____ (“Client”) and ENA Services, LLC and Affiliates, a Delaware limited liability company (“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.

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

COMPANY:

ENA Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

<<Client Legal Name>>

By: _____

Name: _____

Title: _____

Date: _____

ENA Voice Services Addendum

As of _____, this Addendum to Master Service Agreement is entered into pursuant to that certain Unified Master Service Agreement (“MSA”) between _____ (“Client”) and ENA Services, LLC and Affiliates, a Delaware limited liability company (“ENA”)

Client agrees that the following terms of service (“Terms of Service”) shall govern Client and its Users use of ENA voice services (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.

Services are provided by ENA Services, LLC or one or more ENA affiliates or underlying service providers. Any data supplied by Client such as data necessary for conversions from other carriers and/or Letter(s) of Authorization and Agency (“LOA”) may be used by any of ENA, its affiliates or underlying service providers, as appropriate, for purposes of delivering the Services contracted herein.

1. Pricing. Pricing is indicated in the relevant Schedule(s) attached to the MSA.

While most of the charges associated with ENA’s service are included in the available product configurations at a flat rate, certain services have a per usage charge or may be restricted/blocked as described below and in more complete detail in ENA’s published price lists.

- 900/976 numbers – Client acknowledges by signing this agreement that ENA has informed Client that the Services do not permit calls to 900/976 numbers or other pay-per-call services.
- Directory Assistance – Client acknowledges that ENA has informed Client that calls to Directory Assistance (411, 1-XXX-555-1212 or similar) will incur a per usage charge of \$1.00 per call or as otherwise indicated in ENA’s tariffs, as updated. Client may request that Directory Assistance calls be blocked.
- International calls – Client acknowledges that ENA has informed Client that international calls and calls to US locations outside the continental United States are not included in the Services and will incur a per call charge based on ENA’s then applicable rates. International calls are blocked by default. Client may request that international calling be enabled on a per extension basis.
- Operator-Assisted calls – Client acknowledges that ENA has informed Client that Operator-Assisted calls, such as Operator-Assisted Person-to-Person calls, Operator-Assisted Collect calls, Third Party Billed Calls, and Operator-Assisted Dialing, are not supported on ENA’s Voice services.

2. Invoicing. Client’s first invoice from ENA may include a partial month of Service. It may take up to three (3) billing cycles until charges for all Services requested appear on the invoice. After the initial billing cycles, Client’s invoice will include charges for one month of Service for all requested Services, including any usage charges. Client should receive a final invoice from its existing local, long distance, and/or data service provider(s) that ENA is replacing and Client will be responsible for paying any charges resulting from the early termination of a service contract with existing provider(s), if applicable.

3. Transition from Prior Service Provider. ENA will handle communication with Client’s existing provider(s) regarding the porting of your existing numbers to ENA, based on the scope of services ENA is to deliver; however, Client is responsible for requesting that existing services be disconnected from your current provider once service has been migrated to ENA. ENA can provide sample disconnect language, upon request.

4. Disconnection. Upon disconnection of Service, ENA shall release to Client's new service provider the telephone number(s) used in connection with Client's Service if all of the following occur:

- a) Such new service provider is able to accept such number;
- b) Client's account has been properly disconnected;
- c) Client agrees to resolve any outstanding dues or fees on the account; Client requests the transfer upon disconnecting Client's account.

5. Voice Recording. ENA may provide Client with the ability to record voice calls placed via the Services. Client is solely responsible for notifying those using the Services that the calls may be recorded and complying with all applicable laws and regulations regarding notifications required for the recording of any voice conversations. Client will indemnify, defend, and hold harmless ENA for any claims, damages, liabilities or costs (including reasonable attorneys' fees) arising from a claim resulting from the recording by Client of any voice conversations using the Services.

6. 9-1-1 Dialing Feature; Compliance with 47 CFR § 9.11 et. seq. Included in the Services provided to Client by ENA is a 9-1-1 Dialing Feature that has certain limitations as compared to a traditional telephonic 9-1-1 dialing. Client acknowledges that the Client has certain obligations in connection with the provision of the 9-1-1 Dialing Feature. Client acknowledges and agrees that it is Client's responsibility and obligation, prior to initiating any of the Services, to comply with the following:

- a) **Registered Location.** Client is required to provide to ENA the physical location(s) at which the Service will be utilized ("Registered Location").

Client is required to notify ENA via phone (1-888-612-2880) or email (support@ena.com) if Client needs to update one or more Registered Locations.

Client may opt-in for self-management of 9-1-1 records via a supplied web portal. Client must designate individuals who will be granted access to the web portal and who will be responsible for maintaining 9-1-1 data.

- b) **Notification to End Users.** Client is required to provide a copy of the 9-1-1 Dialing Feature specifications, provided by ENA in the form of labels to be adhered to phones, to each end user of the service and to post a copy of the 9-1-1 Dialing Feature specifications described herein. Client hereby certifies that it has adhered the labels to each phone and appropriately inform all end users of the Services of the 9-1-1 Dialing Feature specifications. If Client fails to provide the necessary records or refuses to make such certification, ENA may immediately suspend Service until such records are provided or certification is made. Client hereby forever releases ENA from any and all liability, losses or damages which may arise from ENA's suspension or disconnection of any of Client's Services due to the failure of Client to provide the necessary proof of compliance to the 9-1-1 Dialing Feature specifications detailed herein. ENA reserves the right to terminate the Services for a breach by Client of the obligations in this section, in addition to any other remedies ENA may have in law or equity.
- c) **Acknowledgement of 9-1-1 Dialing Feature.** By signing this Addendum, Client acknowledges that it understands the 9-1-1 Dialing Feature is provided as part of the Services.

General Indemnification. In the event that the Federal Communications Commission ("FCC") conducts an audit or inquiry of ENA's compliance with 47 C.F.R. §§ 9.11, Client agrees to cooperate fully with ENA and the FCC and produce all records requested by either ENA or the FCC. Should ENA be found in violation of

any provision of the 47 C.F.R §§ 9.11 or any other FCC rules regarding the provision of 9-1-1 services as a result of Client's breach of or failure to comply with any of its obligations under this section, Client agrees to indemnify and hold ENA harmless for any and all monetary penalties assessed by the FCC on ENA.

IN THE EVENT CLIENT DOES NOT UTILIZE ENA'S AVAILABLE 9-1-1 DIALING FEATURE, CLIENT HEREBY REPRESENTS AND WARRANTS THAT IT DOES NOT RELY ON ENA IN ANYWAY TO PROVIDE 911, E911 OR ANY OTHER EMERGENCY SERVICES (COLLECTIVELY "911"). CLIENT REPRESENTS AND WARRANTS THAT IT ASSUMES ALL LIABILITY ASSOCIATED WITH PROVIDING 911 OR ANY OTHER EMERGENCY SERVICES TO ITS END USERS ASSOCIATED DIRECTLY OR INDIRECTLY WITH A TELEPHONE NUMBER ISSUED BY ENA PURSUANT TO THIS MSA.

IMPORTANT NOTIFICATION IN CONNECTION WITH 9-1-1 DIALING SERVICES USING ENA VOICE SERVICES

ENA provides Client (hereinafter referred to as "you") with local, regional and long distance phone services. There is one important difference between the ENA Internet-based service and the phone service provided over a traditional phone service -- namely that the 9-1-1 dialing feature with ENA has important differences and limitations that you should be aware of and that you should advise others that may use the ENA voice service at all of your locations.

ENA recommends that you always have an alternative means of accessing emergency services.

YOU ARE RESPONSIBLE FOR TAKING AFFIRMATIVE STEPS WITH ENA TO REGISTER THE ADDRESS WHERE YOU WILL USE THE SERVICE. This is accomplished by registering the address(es) where each phone/handset will be used.

IF YOU MOVE THE LOCATION OF WHERE YOU USE THE ENA SERVICE, YOU MUST AFFIRMATIVELY REGISTER THE NEW ADDRESS. IF YOU FAIL TO REGISTER YOUR LOCATION OR CHANGE THE ADDRESS TO A NEW LOCATION AND DO NOT INFORM ENA, THE 9-1-1 DIALING FEATURE WILL NOT FUNCTION PROPERLY AND POTENTIALLY NO EMERGENCY SERVICE WILL BE SENT TO YOUR LOCATION. ADDITIONALLY, IF 9-1-1 IS DIALED FROM A PHONE AT AN UNREGISTERED ADDRESS, YOU MAY BE ASSESSED A FEE OF \$75.00.

ENA is available to assist its customers to make sure that 9-1-1 remains accurate and available and customers should contact ENA with any questions about moves, adds, or changes related to phone equipment and phone numbers.

When placing a 9-1-1 emergency call, always state the phone number and location that you are calling from because the phone number that is transmitted to the 9-1-1 operator may not be the same as the phone number you are calling from and if your 9-1-1 call is disconnected, the 9-1-1 operator may need to call you back. Additionally, the address that is transmitted to the 9-1-1 operator is the main address for your service location; therefore, you should tell the operator your specific location (for example – the classroom number and floor) within the main address so emergency personnel can more easily locate you.

Additional limitations for VoIP 911 service are as follows:

- If you lose power or there is a disruption to power at the location where the ENA voice service is used, neither the ENA voice service nor the 9-1-1 dial feature will function until power is restored. You should also be aware that after a power failure or disruption, you may need to reset or

reconfigure the end user phone device prior to utilizing the service, including the 9-1-1 dialing feature. ENA and your local phone service coordinator can assist if needed.

- If the ENA provided router and/or gateway has been damaged or otherwise impacted by unauthorized personnel including configuration changes, 9-1-1 service could be impacted or unavailable. ENA recommends that central router and gateway equipment be maintained in an appropriate secure location at the service location.
- You cannot use the ENA provided 9-1-1 service with equipment other than ENA-approved equipment
- If your ENA connection is lost, suspended, terminated or disrupted, neither ENA's voice service nor the 9-1-1 dial feature will function until the ENA connection is restored.
- If your ENA voice account is suspended or terminated, the ENA voice service outage will prevent the 9-1-1 dialing feature from functioning.
- There may be a greater possibility of network congestion and/or reduced speed in the routing of a 9-1-1 dialed calls utilizing ENA voice service as compared to traditional 9-1-1 dialing over traditional public telephone networks.

Labels will be provided that must be placed on or near all equipment that is used to make calls using the ENA voice service so that you or others using the equipment are notified of the limitations of the 9-1-1 dialing feature.

You are responsible for the accuracy and the completeness of the address that you submit to ENA for the location at which ENA voice services including phone handsets and phone numbers will be used and to which emergency service will be sent in the event that you dial 9-1-1. You are responsible for updating and advising ENA of any and all changes to the address or location at which ENA connected phone handsets and phone numbers will be used. ENA uses third parties to route the 9-1-1 dialed calls to the applicable local emergency response center or to the national emergency calling centers. ENA makes no representations, warranties or guarantees as to whether, or the manner in which, 9-1-1 dialed calls that you make are answered or responded to by the local emergency response center or by the national emergency calling centers. ENA disclaims any and all liability or responsibility in the event that the third party data used to route 9-1-1 dialed calls is incorrect or yields an erroneous result. Neither ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents may be held liable for any claim, damage or loss, and you hereby waive any and all such claims or causes of action, arising from or relating to ENA 9-1-1 service unless such claims or causes of action arise from ENA's gross negligence or willful misconduct. You agree to release, indemnify, defend and hold harmless ENA, its officers, directors, stockholders, parent corporation, its affiliated or subsidiary corporations, employees, representatives or agents and any other service provider who furnishes services to you from any and all claims, damages, losses, suits or actions, fines, penalties, cost and expenses (including, but not limited to, attorney fees) or any liability whatsoever, whether suffered, made, instituted or asserted by you or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage or destruction of any property, whether owned by you or others, or for any infringement or invasion or the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the operation, failure or outage of services, incorrect routing, or use of, or inability of a person to use, ENA 9-1-1 dialing feature or service or access emergency service personnel.

If you have any questions about this notification, please call ENA at 1-866-615-1101 for further information.

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

COMPANY:

ENA Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

<<Client Legal Name>>

By: _____

Name: _____

Title: _____

Date: _____

SECURITY ADDENDUM

THIS NETWORK SECURITY ADDENDUM is entered into by and between the undersigned (“**Client**”) and ENA Services, LLC and Affiliates, a Delaware limited liability company (“**ENA**”).

Pursuant to other agreements between Client and ENA, ENA provides Client with certain network security services (herein referred to as the “**Services**”). Client and ENA wish for such Services to be subject to the terms of this Network Security Addendum.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein and other good and valuable consideration, Client and ENA hereby agree as follows:

1. **Services.** ENA agrees to provide the Services in a professional manner in accordance with generally recognized industry standards; however, Client acknowledges that such Services will not, and cannot, eliminate all risks of security incidents or malicious activities.
2. **Client Configuration.** Client acknowledges that the Services allow Client to make certain choices regarding the configurations of the Services (e.g. firewall rules, etc.), and such configuration choices may adversely impact the effectiveness of the Services.
3. **Limitation of Liability.** ENA shall not be liable for any consequential, special, or incidental damages whatsoever, including without limitation, any loss of revenue or goodwill. Furthermore, the total aggregative liability of ENA, its affiliates, supplier and partners, arising from or related to the Services or the MSA shall not exceed the amount paid by Client to ENA in the twelve month period immediately prior to the claim.
4. **Notice of Security Breach.** In the event that Client learns of a security breach or similar incident, Client agrees to promptly notify ENA, and thereafter cooperate with ENA in any investigation by ENA.
5. **For Fortinet Customers Only: Fortinet EULA Compliance.** Client hereby acknowledges and accepts that any services delivered to the Client on underlying an Fortinet platform (i) are subject to Fortinet policies found at <http://www.fortinet.com/aboutus/legal.html> and (ii) any use of Services signify agreement to the included Fortinet EULA and Documentation therein. The Client will make no use of the product if they do not agree with these policies.

(Signatures On Next Page)

Executed as of the date written below.

ENA:

ENA Services, LLC

By: _____

Name: _____

Title: _____

Date: _____

CLIENT:

<<Client Legal Name>>

By: _____

Name: _____

Title: _____

Date: _____



Kajeet Services Agreement

This document contains certain terms of agreement between Kajeet Inc. a corporation organized under the laws of Delaware, with offices located at 7901 Branch Drive, #350, McLean, VA 22012 (“Kajeet”) and [Click here to enter text.](#), organized under the laws of [Click here to enter text.](#), (the “Customer”), with offices located at [Click here to enter text.](#). Kajeet and Customer (the “Parties”) desire to enter into a legally binding contract (the “Agreement”) consisting of the provisions set forth below. Each of the Parties represents that it is in good standing, and it has the power to enter and perform this Agreement.

Program: Choose an item. Data Plan: Choose an item. Start Date: Click or tap to enter a date. Term: Choose an item.

Program: Choose an item. Data Plan: Choose an item. Start Date: Click or tap to enter a date. Term: Choose an item.

Term The initial term of this Agreement commences on the selected date(s) and expires after the selected term length of service and it shall automatically renew on a month to month basis of service contingent upon receipt of a purchase order, unless terminated, extended, or altered, by either of the Parties.

Termination by Customer If for any reason Customer is dissatisfied with the level of service, Customer may terminate this agreement and if after notifying Kajeet, Kajeet fails to bring the level of service up to Customer’s expectations within 30 days of such notification.

Termination by Kajeet Kajeet may terminate this Agreement after the initial term if Customer has no active service with Kajeet for a period of 180 days and, if after notifying Customer, Customer does not activate any devices within 30 days of such notification.

Effects of Termination In the event of termination, Kajeet will remove Customer’s account and remaining balances from Kajeet’s systems and Customer will return any Kajeet-Owned equipment to Kajeet within 30 days of termination. Purchased devices and services are nonrefundable.

Term Extension or Alteration by Customer Customer may extend or alter the term of the contract after the initial term by submitting a purchase order with term extension or alteration details, or authorizing a new services agreement.

Purchase Orders Customer may submit one (1) or more purchase orders at any time to request purchase of Kajeet devices and/or services. Such purchase order(s) will be considered binding upon Customer when submitted and binding upon Kajeet when accepted. Kajeet will indicate acceptance of such purchase order(s) by written notice and/or by invoicing customer against such purchase order(s).

Payment Terms Payments by Customer under this Agreement will be due when stated in each fully accepted purchase order or, if the purchase order does not state when particular payments are due, those payments will be due within thirty (30) days of Kajeet invoice.

Late Payments If Customer fails to make any payment when due, Kajeet will have the right, without prejudice to any other remedies it may have, to charge an additional fee equal to one-and-one-half percent (1.5%) of the overdue amount for each full or partial month that the amount remains unpaid.

Kajeet Complete™ Data Plans This service is intended for educational use only and Customer agrees to adhere to Kajeet standard CIPA-compliant and education content filters, time-of-day access settings, and that each device will be used by no more than one user at any given time. In the event Kajeet detects bandwidth consumption inconsistent with educational use, Kajeet may temporarily block services while conducting further review. The Kajeet Complete 200 Data Plan has a 200MB per day data consumption limit. The Kajeet Complete 500 Data Plan has a 500MB per day data consumption limit. The Kajeet Complete Unlimited Data Plan may restrict heavy data users once 30GBs of monthly data has been used. Restrictions on the Kajeet Complete Unlimited Data Plan may occur in the form of limiting daily data consumption to 500MBs per day and/or reducing the connection speed to 128Kbps. Video on all Kajeet Complete Data Plans may stream at 480p. YouTube® access is blocked by default on the Kajeet Complete Plans. Customers on Kajeet Complete Unlimited Data Plan are eligible for YouTube services but must request that access be allowed. Customers on Kajeet Complete 200 Data Plan or Kajeet Complete 500 Data Plan can purchase an optional add-on service to gain access to YouTube. If the Customer selects to have Open Access to YouTube services, Customer indemnifies and holds Kajeet harmless from any inappropriate content viewed by the end-user on YouTube. Lines of service cannot be discontinued for a refund or credit during the active agreement term.

Kajeet Custom™ Data Plans Kajeet default filters, policy controls, and time-of-day settings can be altered to fit the customer’s specific use case. Any alterations to Kajeet default controls may result in higher than anticipated data usage. All data purchased is pooled on the customer account at the start of the agreement term. Data may be shared among all devices on the account. During the active agreement term, un-used data rolls-over to the next month. At the end of the service term, unused data expires. Unused data cannot be returned for a refund or credit. A new pool of shared, roll-over data must be purchased for the subsequent service term.

Device Warranties and Non-Return Policy Kajeet warrants that devices sold to Customer will be free from defects in materials and workmanship for a period of one (1) year after shipment by Kajeet. At its option, Kajeet will either repair or replace any device failing to meet this warranty if Customer notifies Kajeet of the defect before the warranty period expires. Customer acknowledges that replacements may be new or refurbished devices. Customer agrees to obtain a return authorization number from Kajeet prior to returning the device and to bear the cost of shipping the device to Kajeet and to bear the risk of loss during transit. Customer agrees that Kajeet will have no warranty obligations due to defects resulting from (i) ordinary wear and tear; (ii) modifications or repairs made by anyone other than Kajeet or its authorized service technicians; and/or (iii) accident or abuse. All sales on Customer purchased devices are final and cannot be returned for a refund. Chromebook warranty and service issues are honored and handled via the manufacturer and not directly by Kajeet.

Applicable Law The Parties intend that the laws of the State of Customer should be used to interpret and enforce this Agreement.

ACCEPTED BY: /s/ _____

Authorized Customer Signature

Print Name

Date



Attachment A: Use of Kajeet-Owned SmartSpot® Equipment

To be signed only by customers who have selected the SmartSpot Lease Plan.

Kajeet strives to make Education Broadband™ access easy for everyone – schools, districts, students and parents. Use of Kajeet-Owned Equipment removes many financial and logistical concerns. In the spirit of simplicity, this Attachment covers the basic terms for use of Kajeet-Owned Equipment. The client understands that they are using equipment procured and owned by Kajeet, and therefore, the equipment must be returned to Kajeet at the end of service unless specific written terms have been provided that state otherwise.

What is included?

Kajeet-Owned equipment and accessories provided include:

*Kajeet SmartSpot® device(s)

*Embedded batteries and UICC (or SIM) cards

*External accessories (such as cables and chargers)

*SmartSpot cases and included documentation

A full listing of Kajeet-Owned Equipment is provided with each shipment. Kajeet will also provide, upon request, a full list of all Kajeet-Owned Equipment shipped.

What if Kajeet-Owned Equipment arrives to the customer damaged? If Kajeet-Owned Equipment is defective upon receipt, or develops a fault during the term of the Agreement, Kajeet will repair and/or replace the equipment with the same, or equivalent, equipment. This does not apply to accidental damage, water damage, theft, loss, and/or hardware/software tampering. Kajeet will replace faulty hardware components (battery, charger, UICC, etc.) that fail due manufacturer defects.

Can Kajeet-Owned Equipment be modified or marked? Kajeet-Owned Equipment may not be branded or marked with any permanent markings, including, but not limited to, etching, screen printing, permanent markers, spray painting, non-removable labels, etc.

When must Kajeet-Owned Equipment be returned? The customer is responsible for returning all provided Kajeet-Owned Equipment within thirty (30) days of service termination, including all return shipping costs unless otherwise included as a separate line item in the initial Purchase Order. Service may be extended at any time via valid Purchase Order or new Service Agreement. In certain cases, such as summer months, a customer may retain inactive Kajeet-Owned Equipment provided a purchase of future service has been made.

Is there an option to buy out my lease? Yes, as a Kajeet lease holder, you may purchase your leased equipment at any time. The purchase price will be equal to the item’s MSRP less the sum of lease payments made, with a minimum purchase price of one dollar (\$1.00). You may request a current purchase option calculation from Kajeet at any time.

Can I switch wireless networks with Kajeet-Owned Equipment? Because each wireless network requires specific Kajeet-Owned Equipment, clients may switch networks upon return of all Kajeet-Owned Equipment utilized on the prior network.

What if Kajeet-Owned Equipment is damaged or missing when it is due to be returned? Kajeet-Owned Equipment will be inspected by Kajeet upon return by customer. Charges will be assessed for damaged or missing equipment based on the table below, where applicable:

	CONDITION CATEGORY		
	Good	Fair	Poor / Missing / Non-Functional
	Fully functional, in good cosmetic condition (minor scratches, no chips, no cracks in casing / screen, no broken / missing buttons, no damaged ports. Battery is working. No water damage.	Fully functional. In fair cosmetic condition (minor to heavy scratches, cracked / damaged casing and/or screen).	Not returned, non functional or has excessive cosmetic damage. Backlight and / or LCD is not functional. Buttons do not work. Damaged charger port. MEID label missing. Non genuine parts used in any repair. Beyond physical repair.
Kajeet SmartSpot 4G Device (e.g. SmartSpot 800, 815, T41)	No Charge	\$49.00	\$99.00
Kajeet SmartSpot 4G/3G Device (e.g. SmartSpot 6620, 5580, 5510)	No Charge	\$89.00	\$159.00
Battery	No Charge	n/a	\$10.00
ICCID Card	No Charge	n/a	\$10.00
Charger + Cable	No Charge	n/a	\$10.00
SmartSpot Case and/or Documentation	No Charge	No Charge	No Charge

I understand the terms for use of Kajeet-Owned Equipment and agree to the terms:

ACCEPTED BY: /s/ _____

Authorized Customer Signature

Print Name

Date



Attachment B: Use of Kajeet-Owned SmartBus™ Equipment

To be signed only by customers who have a SmartBus™ Bundled Service.

Use of Kajeet-Owned Equipment removes many financial and logistical concerns. In the spirit of simplicity, this Attachment covers the basic terms for use of Kajeet-Owned Equipment. The client understands that they are using equipment procured and owned by Kajeet, and therefore, the equipment must be returned to Kajeet at the end of service unless specific written terms have been provided that state otherwise.

What must be returned? Kajeet-Owned equipment and accessories to be returned, include:

- Kajeet SmartBus™ routers
- Portable Solution Components (router, Wi-Fi paddle and cellular antennas, AC adapter, Vehicle adapter, Kajeet Portable case and SIM card)
- LTE Radio with Screen
- Potato Mic (Communication Bundle)
- Charging Cable (Communication Bundle)
- Driver Tablet (Safety Bundle)
- ID Scanner (Safety Bundle)
- GPS Sending Unit (Location and Safety Bundle)
- Kajeet DualConnect™ Dock and Modem

A full listing of Kajeet-Owned Equipment is provided with each shipment.

What if Kajeet-Owned Equipment arrives to the customer damaged? If Kajeet-Owned Equipment is defective upon receipt, or develops a fault during the term of the Agreement, Kajeet will repair and/or replace the equipment with the same, or equivalent, equipment. This does not apply to accidental damage, water damage, theft, loss, and/or hardware/software tampering. Kajeet will replace faulty hardware components that fail due manufacturer defects.

Can Kajeet-Owned Equipment be modified or marked? Kajeet-Owned Equipment may not be branded or marked with any permanent markings, including, but not limited to, etching, screen printing, permanent markers, spray painting, non-removable labels, etc.

When must Kajeet-Owned Equipment be returned? The customer is responsible for returning all provided Kajeet-Owned Equipment within thirty (30) days of service termination, including all return shipping costs unless otherwise included as a separate line item in the initial Purchase Order. Service may be extended at any time via valid Purchase Order or new Service Agreement. In certain cases, such as summer months, a customer may retain inactive Kajeet-Owned Equipment provided a purchase of future service has been made.

What Kajeet-Owned Equipment must be returned? For installed solutions, the router, Wi-Fi antennas and SIM must be returned. For portable solutions, the router, Wi-Fi and cellular antennas, AC adapter, Vehicle adapter, Kajeet rugged case and SIM must be returned.

Is there an option to buy the equipment? There is currently no option to purchase Kajeet equipment at this time.

Can I switch wireless networks with Kajeet-Owned Equipment? Yes, Kajeet will provide a SIM card to change to another Kajeet approved network.

What if Kajeet-Owned Equipment is damaged or missing upon returned? Kajeet-Owned Equipment will be inspected by Kajeet upon return. Charges will be assessed for damaged or missing equipment (Not returned, non-functional or has excessive cosmetic damage. MEID label missing. Non genuine parts used in any repair. Beyond physical repair.) based on the table below, where applicable:

Kajeet Owned Equipment	Associated Fees
Kajeet SmartBus™ Router 600C	\$508.97
Kajeet SmartBus™ Router 900	\$868.97
Kajeet SmartBus™ Router 1700	\$2,208.97
LTE Radio with Screen	\$328.97
Potato Mic	\$48.97
Charging Cable	\$4.97
Driver Tablet	\$249.97
ID Scanner	\$399.97
Kajeet Wi-Fi Dipole Antennas (2)	\$14.97 each
Kajeet SmartBus Offload Router	\$308.97
Driver Tablet Mount and Case	\$349.97
Kajeet Cellular Paddle Antennas (2)	\$14.97 each
Kajeet GPS Antenna	\$19.97
AC Adapter	\$24.97
Vehicle Adapter	\$24.97
Kajeet Rugged Portable Case	\$49.97
DualConnect Modem & Dock	\$629.97
SIM Card	\$10.00

I understand the terms for use of Kajeet-Owned Equipment and agree to the terms:

ACCEPTED BY: /s/ _____ Date _____
 Authorized Customer Signature Print Name



Attachment C: SmartSpot Protection™

To be signed only by customers who have selected the SmartSpot Protection Plan.

Kajeet strives to make Education Broadband access easy for everyone – schools, districts, students and parents. SmartSpot Protection™ provides peace of mind regarding lost, stolen, and/or damaged Kajeet SmartSpot devices. In the spirit of simplicity, this Attachment covers the basic terms of Kajeet SmartSpot Protection.

With SmartSpot Protection, charges normally assessed for damaged or missing Kajeet-Owned Equipment (as outlined in Attachment A of the Services Agreement) are waived. Similarly, clients that have purchased their Kajeet devices will receive a replacement device for a fraction of the cost of a new device. Clients can simply file a Kajeet Damaged/Missing Device Claim to replace a device. Claims to replace a device must be made during the active term of this agreement.

How to file a claim for a missing or damaged device? Simply complete the form below to file a claim for damaged or missing devices. Please allow up to 2 weeks for delivery of the new device(s). If you require additional claim sheets, please contact us at education@kajeet.com, and we will provide you with additional claim sheets.

How many times can I file a claim per line number? A client may only file a claim once per line number per year.

Is there a time restriction on when I can file a claim? Claims to replace a device must be made during, and up to 30 days after, the expiration of the active term of this agreement.

What is the deductible? In addition to the \$2.99 (p/device/mo) fee outlined in the quotation and paid for on the invoice, a \$25.00 deductible payment is due for each device identified in the claim.

I understand the terms for use of Kajeet SmartSpot Protection and agree to the terms:

ACCEPTED BY: /s/ _____
Authorized Customer Signature Print Name Date

Kajeet Damaged or Missing Equipment Claim Form

Please complete this form to file a claim for damaged or missing devices. Client acknowledges that all devices reported missing on a claim will be marked as lost/stolen with the carrier and will no longer be eligible for use.

Table with 3 columns: Device MEID/IMEI/ESN, Claim Type (Damaged*/Missing), \$25 Deductible. Includes a TOTAL DEDUCTIBLE row at the bottom.

Account: _____
Contact: _____
Phone: _____
Email: _____
Date: _____

FOR KAJEET OFFICE USE ONLY:
[Empty box for office use]

Ship to address:
[Empty box for shipping address]

*NOTE: Damaged devices must be returned to Kajeet.
Kajeet will prepare and send an invoice based on this form.
Please submit this completed form to: education@kajeet.com