

ENA UNIFIED MASTER SERVICE AGREEMENT

Client Name:	Clay County School Board
Mailing and Notice Address:	900 Walnut Street Green Cove Springs FL, 32043
Contact Name, Phone and E-Mail Address:	Jeremy Bunkley 904-336-9603 Jeremy.Bunkley@myoneclay.net

This MASTER SERVICE AGREEMENT ("Agreement") is by and between ENA Services LLC, a Delaware limited liability company having its principal place of business at 618 Grassmere Park Drive, Suite 12, Nashville, TN 37211 ("ENA"), and the Client identified above ("Client"), as of February 7, 2019 (the "Effective Date").

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

SECTION 1: SERVICES

1.1 Services. Subject to the terms and conditions of this Agreement, ENA shall provide Client with certain Services. ENA's Services and pricing are described in the attached Schedules of Service(s) and/or Statement(s) of Work (the "Schedule(s)"), which may be entered into from time to time. As used herein, the term "Services" includes all services, software, products and deliverables provided by ENA to Client, including but not limited to professional services and online services.

1.2 Product and Service Changes. The capabilities and services available through ENA regularly change and expand. In order to improve and adapt the Services to these changing conditions, (i) ENA may add, delete or change the Services, at its sole discretion, by providing thirty (30) days prior written notice to Client, and (ii) additions, deletions or changes to Schedules will be effective as of the date agreed upon by the parties in writing.

1.3 Non-Exclusive Arrangement. Client acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude ENA from providing Services, deliverables, or related services to any third party, or from authorizing third parties to make Services available to their customers.

1.4 Service Availability. Services may be temporarily unavailable or limited because of capacity limitations and may be temporarily interrupted because of equipment modifications, upgrades, relocations, repairs, and similar activities. ENA will use commercially reasonable efforts to deliver the most reliable service possible, without interruption. ENA will notify Customer of any scheduled maintenance, but may need to interrupt Services without notice to Customer in the event of an emergency.

SECTION 2: FEES AND PAYMENT TERMS

2.1 Fees. Client shall pay ENA the fees set forth on each Schedule. Except for fees for Services delivered (as indicated in Schedule(s) attached hereto) and professional services, Client's payment obligations for the Services shall commence on the date on which the applicable Service is first made available for use by Client regardless of whether Client has commenced use of the Services. Client shall pay ENA in U.S. dollars.

2.2 Taxes. All fees and charges hereunder shall be exclusive of, and Client shall be solely responsible for, any applicable taxes or levies, whether now in force or enacted in the future, applicable to the delivery of the Services hereunder, except for taxes attributable to the net income of ENA.

2.3 Payment Terms. All recurring charges shall be due and payable no later than thirty (30) calendar days after the end of the month to which the charges pertain. All non-recurring charges shall be due and payable immediately as of the date on which ENA commences providing the applicable Service, or as otherwise set forth in a Schedule. Client shall pay all charges indicated as due upon receipt of the invoice from ENA, and payment shall be past due if not paid as of thirty (30) days after the invoice date. Client shall have thirty (30) days from receipt of invoice to reasonably dispute amounts or items charged. If Client disputes any part of an invoice, then Client may withhold such disputed amount from its payment but will notify ENA in writing as to the specific amounts contested and the specific reasons therefor, in which case the parties shall attempt to amicably resolve said dispute. Unless otherwise agreed by the Parties in writing or in a Schedule, ENA shall invoice Client on a monthly basis.

2.4 Interest. Amounts not paid when due are subject to finance charges of one percent (1%) per month or the highest lawful rate, whichever is less. Payment of such finance charges does not excuse or cure late payment, and all payments received are first applied to finance charges.

2.5 Move or Transfer of Service. If Client relocates to another location in an ENA market where the same Services are available, Client may move Services to the new location if the aggregate monthly recurring charges of the new Services equal or exceed the Services provided to Client by ENA at the former location, subject to payment of installation charges for the new location, if applicable; however, pricing may vary by location, and Client's rates may increase or decrease. Early termination fees may apply in the event Client moves to a location not serviced by ENA or Client ceases to do business. Services may not be transferred or resold, and the MSA, these Terms, and the Schedule(s) attached hereto may not be transferred or assigned, by operation of law or otherwise, without ENA's prior written approval. Any attempted assignment or transfer without ENA's prior written approval shall be void.

2.6 Government and Regulatory Fees. Any charges set forth herein or in any Schedule, proposal or quotation are exclusive of taxes, surcharges, assessments, or other fees including E-911 fees and government regulatory fees such as Universal Service Fees. No discount offered, if any, shall apply to taxes, surcharges, assessments, or government or regulatory fees.

2.7 Compliance with Federal, State and Local Procedures and Processes. ENA complies with all federal, state and local procurement rules and regulations, and by this Agreement, Client acknowledges their duty to comply. If the Services provided under this Agreement qualify for E-rate discounts, ENA will work with Client to follow Client's selected E-rate reimbursement process (Service Provider Invoice or Billed Entity Applicant Reimbursement). Client acknowledges its responsibility for timely and full payment regardless of receipt of E-rate funds.

2.8 Security; Collection. If Client is late with more than one payment, ENA may, upon written notice to Client, require a security deposit or other reasonable assurances to secure Client's payment obligations hereunder. Client agrees to pay all costs and expenses associated with collecting delinquent payments, including reasonable attorneys' fees.

SECTION 3: CLIENT OBLIGATIONS

3.1 Acceptable Use Policy. Client shall at all times abide by ENA's Acceptable Use Policy, as it may be amended from time to time. As of the execution of this agreement, the current Acceptable Use Policy is posted at the following URL: <http://www.ena.com/legal>. Client is responsible for ensuring that all of its employees, agents, contractors, customers, or others who use the Services through Client's account abide by the Acceptable Use Policy.

3.2 Client Obligations During Establishment of Service. Once ENA schedules installation and agrees upon an installation time with Client, Client must be present with facilities available and fully accessible. If ENA's technician arrives at the Client location and Client is not present or facilities are not available or accessible, or Client otherwise cancels or postpones installation without a 24-hour notice to ENA, ENA reserves the right to assess a "Client Missed Call" trip charge.

3.3 Interoperability with Client's Infrastructure. ENA's Services are capable of being deployed across a wide set of pre-existing Client infrastructure, however Client is responsible for any upgrades of its pre-existing infrastructure necessary to establish and continue Service.

3.4 Protection of Client Premise Equipment ("CPE") Provided By ENA. The Client shall be solely responsible and liable for any and all damage caused to the CPE, including, without limitation, any damage due to misuse, and vandalism, for the duration of the contract. At the expiration of the term of the contract or upon its early termination by either party to the contract, the Client shall continue to be solely responsible and liable for any and all damage caused to the CPE while such equipment remains at the Client location. Client will provide reasonable space and environmental conditions for any CPE, will do nothing to change the space or conditions without notice to ENA and will at no time, move, adjust, alter or otherwise operate the ENA CPE without prior consent of ENA. Client will not attach any equipment to any ENA CPE without express instructions or involvement of ENA or utilize the ENA CPE in anyway inconsistent with the service purchased from ENA.

3.5 Internal Use. Subject to the terms and conditions set forth herein, ENA authorizes Client to use the Services for its internal business purposes. Client acknowledges and agrees that it will be responsible for all end users of the Services, regardless of whether such users are employees, contractors, agents, or third parties, in each case with or without the Client's permission to use such Services.

3.6 Restrictions on Use. Client shall not and shall not permit others to reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease any of the Services or any software or materials provided by ENA in connection therewith.

3.7 Client Responsibility. Client acknowledges and agrees that it is solely responsible for the content of its transmissions which pass through the Services. Client also agrees it will not use the Services:

- (a) for illegal purposes;
- (b) to transmit threatening, obscene or harassing materials, or
- (c) to interfere with or disrupt other network users, network services or network equipment.

3.8 User Content.

(a) For purposes of this Agreement, the term "Content" includes, without limitation, information, data, text, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Services. For the purposes of this Agreement, "Content" also includes all User Content (as defined below).

(b) All Content added, created, uploaded, submitted, distributed, or posted to the Services by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. Users represent that all User Content provided by Users is in compliance with all applicable laws, rules and regulations. Users acknowledge that all Content, including User Content, accessed by users using the Services is at users' own risk and users will be solely responsible for any damage or loss to users or any other party resulting therefrom. ENA does not guarantee that any Content users' access on or through the Services is or will continue to be accurate.

(c) The Services may contain Content specifically provided by ENA, ENA's partners or ENA's users, and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. Users shall abide by and maintain all proprietary notes, information, and restrictions contained in any Content accessed through the Services.

(d) Subject to this Agreement, ENA grants each user of the Services a worldwide, non-exclusive, revocable, non-sub-licensable and non-transferable license to use (i.e., to download and display locally) Content solely for purposes of using the Services. Use, reproduction, modification, distribution or storage of any Content for other than purposes of using the Services is expressly prohibited without prior written permission from ENA. Users shall not sell, license, rent, or otherwise use or exploit any Content for commercial use or for any use that violates any third party right.

SECTION 4: CONFIDENTIAL INFORMATION

4.1 Confidential Information. "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the disclosing party that (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; or (b) that the disclosing party designates as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes, without limitation the pricing and terms of this Agreement. Neither party shall use for its own account or the account of any third party, nor disclose to any third party, any of the other party's Confidential Information.

4.2 Exceptions. Notwithstanding the above, the term "Confidential Information" shall not include any information that is either:

(a) available from public sources or in the public domain, through no fault of the receiving party; or

(b) received at any time from any third party without breach of a non-disclosure obligation to the disclosing party; or

(c) readily discernible from publicly-available products or literature; or

(d) approved for disclosure by prior written permission of a corporate officer of the disclosing party.

4.3 Mandated Disclosures. The receiving party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (ii) discloses only such information as is required by the governmental entity or otherwise required by law, and (iii) and uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

SECTION 5: DISCLAIMERS AND LIMITATIONS OF LIABILITY

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

5.2 Consequential Damages Waiver. In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or equipment, arising from or relating to this Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

5.3 Limitation of Liability. Except for the willful misconduct of ENA, ENA will not be liable for unauthorized access to Client's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of ENA's actions or inaction. ENA's liability for damages to Client for any cause whatsoever,

regardless of form of action, shall be limited to the amounts paid by Client to ENA for the Service giving rise to the claim during the one year period preceding the incident giving rise to the claim for damages.

5.4 Insurance. ENA intends to maintain the following insurance coverages during the Term of this Agreement:

a) Worker's compensation insurance and any other insurance, to the extent required by Law, in all applicable jurisdictions;

b) Commercial general liability insurance with a limit of liability of at least one million U.S. dollars (\$1,000,000 USD) per occurrence; and

c) Errors and omissions insurance with a limit of liability of at least two hundred fifty thousand U.S. dollars (\$250,000 USD) per occurrence.

Upon written request, ENA will furnish to Client insurance certificates and additional insured endorsements where requested by Client in writing. Such certificates shall provide that at least thirty (30) days' prior written notice of any policy cancellation or material change be given to Client.

5.5 Indemnification. Client agrees to defend, indemnify and hold ENA, its officers, employees, agents, and affiliates, harmless from and against any claim or demand asserted by any third party due to or arising directly or indirectly out of Client's use of the Services or Client's breach of this Agreement.

SECTION 6: TERM AND TERMINATION

6.1 Initial and Renewal Terms. The term of this Agreement shall commence on the Effective Date and continue until all Schedule(s) are expired or terminated.

6.2 Termination.

(a) In the event that ENA makes material changes to the Services covered by a Schedule attached hereto pursuant to Section 1.2 above which Client elects not to accept, Client may terminate an individual Schedule without penalty upon thirty (30) days written notice.

(b) The parties specifically agree that the damages which ENA would incur arising from any breach or early termination of this Agreement or any Schedule(s) attached hereto by ENA are based upon future facts and conditions which are difficult for the parties to presently predict, anticipate, ascertain or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of ENA's actual damages, are not penal in nature, and are intended to place ENA in the same position it would have achieved, had this Agreement and its Schedule(s) been fully performed by the parties according to the original terms.

(1) Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice. If ENA terminates this Agreement on account of a breach by Client, Client shall pay a termination fee equal to the minimum monthly charges hereunder multiplied by the number of months remaining in the then-current Initial or Renewal Term in all Schedule(s) attached hereto that have unexpired term.

(2) Client may terminate one or more Schedule(s) without cause at any time, provided that Client pays a termination fee equal to the minimum monthly charges multiplied by the number of months remaining in the applicable term of all Schedule(s) that Client intends to terminate.

(c) Upon the effective date of expiration or termination of this Agreement or any of its Schedule(s): (a) ENA will immediately cease providing the Services, (b) any and all payment obligations of Client under this Agreement or Schedule(s) will become due immediately, and (c) within fourteen (14) days of termination, Client shall return any confidential materials and documentation relating to the Services, and certify to ENA that such has been deleted or destroyed. All indemnification obligations, together with all other provisions of this Agreement which may reasonably be interpreted as surviving the expiration or termination of this Agreement shall survive.

SECTION 7: INTELLECTUAL PROPERTY & PUBLICITY

7.1 Ownership. As between ENA and Client, ENA either owns all right, title and interest in and to or is authorized to use and license such use of the Services. Client shall neither receive nor retain any ongoing interest to the Services, including but not limited to any intellectual property rights relating to the Services. Elements of ENA's website are protected by trade dress, trademark, unfair competition, and other laws and may not, unless otherwise permitted hereunder, be copied in whole or in part. No logo, graphic, or image from the website may be copied or retransmitted without ENA's express written permission. The images, text, screens, web pages, materials, data, other content and information used and displayed on the website are the property of ENA or its licensors and are protected by copyright, trademark and other laws. In addition to ENA's rights in individual elements of the website, ENA owns copyright or patent rights in the selection, coordination, arrangement and enhancement of any images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website. Users may copy such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website for users' personal or educational use only, provided that each copy includes any copyright, trademark or service mark notice or attribution as they appear on the pages copied. Except as provided in the preceding sentence, none of such images, text, screens, web pages, materials, data, Content and other information used and displayed on the Website may be copied, displayed, distributed, downloaded, licensed, modified, published, reposted, reproduced, reused, sold, transmitted, used to create a derivative work or otherwise used for public or commercial purposes without the express written permission of ENA.

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

7.3 Use of Client's Name. Client acknowledges that use of the Services may require that ENA include Client's name in registrations and administrative filings which are available to the public. In addition, Client agrees that ENA may include Client's name in ENA marketing brochures and literature and indicate that Client is an ENA customer.

SECTION 8: GENERAL PROVISIONS

8.1 Third Party Services. The Services may permit users to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When users access third party resources on the Internet, users do so at users' own risk. These other resources are not under ENA's control, and users acknowledge that ENA is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply ENA's endorsement or any association between ENA and their operators. Users further acknowledge and agree that ENA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such

website or resource. It is users' responsibility to protect users' system from such items as viruses, worms, Trojan horses and other items of a destructive nature.

8.2 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Client agrees to be solely responsible for compliance related to the manner in which Client chooses to use the Services, including Client's transfer and processing of content and the provision of such content to others.

8.3 Force Majeure. Neither party will be liable for, or will be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions that are beyond such party's reasonable control and that such party is unable to overcome through the exercise of commercially reasonable diligence. If any force majeure event occurs, the affected party will give prompt written notice to the other party and will use commercially reasonable efforts to minimize the impact of the event.

8.4 Government Approvals. Client must exercise its rights under this Agreement with all necessary government approvals. Client must also comply with all applicable laws and regulations.

8.5 Changes in Laws and/or Government Regulations. This Agreement is based on the laws and government regulations in place at the Effective Date. Subsequent changes in any applicable laws or regulations may result in pricing changes and/or service changes that may automatically become a part of this Agreement.

8.6 Notice And Payment.

(a) **Writing Required.** Any notice required to be given under this Agreement shall be in writing and delivered personally to the other designated party at the above stated address or mailed by certified, registered or Express mail, return receipt requested, or by overnight carrier with tracking. Notices to ENA shall be sent to the attention of Contract Administrator.

(b) **Change of Address.** Either party may change the address to which notice or payment is to be sent by written notice to the other under any provision of this paragraph.

8.7 Jurisdiction/Disputes. This Agreement shall be governed in accordance with the laws of the State of Tennessee, without regard to its or any other jurisdiction's laws governing conflicts of law. The parties hereby consent to and agree that the exclusive jurisdiction for any litigation regarding this Agreement shall be the state or federal courts sitting in Davidson County, Tennessee.

8.8 Assignability. Neither party may assign this Agreement, its Schedule(s) or the rights and obligations thereunder to any third party without the prior express written approval of the other party which shall not be unreasonably withheld. Notwithstanding the foregoing, ENA may assign this Agreement in its entirety in connection with any sale of all or substantially all of its assets, or of the business division of ENA through which the Services are provided.

8.9 Agreement Binding On Successors. Subject to the terms of Section 8.8, the provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

8.10 Waiver. No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

8.11 Independent Contractors. The relationship between ENA and Client under this Agreement shall be at all times one of contractor and client, respectively. Nothing herein shall be construed to place the parties in the relationship of partners, joint venturers, principal and agent, or employer and employee. ENA shall determine the method and means of performing the Services hereunder and ENA assumes all risks and liabilities arising therefrom. ENA shall have no authority to act, make any representation, enter into any contract or commitment, or in incur any liability for or on behalf of Client in any manner whatsoever.

8.12 Severability. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement or its Schedule(s).

8.13 Integration. This Agreement, ENA's Acceptable Use Policy, and all Schedules constitute the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. This Agreement shall not be modified or amended except in writing signed by the parties hereto.

8.14 Hierarchy. In the event of any conflict regarding the terms of this Agreement, addendum to this Agreement, ENA's Acceptable Use Policy, or any Schedules, their terms shall control in the following order, from highest to lowest priority: (1) Schedules, (2) addendum to this Agreement, (3) this Agreement, and (4) ENA's Acceptable Use Policy.

8.15 Counterparts; Imaging. This Agreement and all ancillary agreements reference herein or executed in connection with this Agreement may be executed in one or more counterparts, and once combined shall constitute a single original. The parties agree that imaged or copied versions of such are fully enforceable, and original documents are not required for either party to enforce its rights thereunder.

[signatures on next page]

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

ENA:

CLIENT:

ENA Services LLC

Clay County School Board

By: _____

By: _____

Name: _____

Name: Carol Studdard

Title: _____

Title: Chairwoman of the board

Date: _____

Date: 2/7/2019

SCHEDULE OF SERVICES

No. 1 Wide Area Network

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA and Clay County School Board ("Client") on 2/7/2019 (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 checked="" type="checkbox"/>	Broadband		Wi-Fi/LAN
<input type="checkbox"/>	Communication		Cloud
<input type="checkbox"/>	Other		
Description and Price of Services			
Check one: <input type="checkbox"/> Described below <input checked="" type="checkbox"/> Described in the attached document(s)			
Details in E-Rate RFP 19004066 proposal submitted by ENA for Leased Dark Fiber			
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	120	Months	
Renewal Term(s)	5	Number of Renewal Terms <i>enter '0' if none permitted</i>	Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)			24
Schedule of Service Term Start Date (at install unless specified herein)			240
			July 1, 2019
Billing Address and Billing Contact Information			
900 Walnut Street Green Cove Springs FL, 32043 Jeremy Bunkley 904-336-9603 Jeremy.Bunkley@myoneclay.net			

[signatures follow]

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.

ENA:

By: _____

Name: _____

Title: _____

Date:

CLIENT:

By: _____

Name: Carol Studdard

Title: Chairwoman of the Board

Date: 2/7/2019

Rider for ENA Universal Service Fund Customers

This Attachment, entered into by Education Networks of America, Inc. and ENA Services, LLC ("ENA") and Clay County School District ("CLIENT") (collectively the "Parties") and effective as of the date last signed below ("Effective Date"), is an attachment/schedule/exhibit ("Attachment") to the Agreement (inclusive of pre-existing attachments, schedules and exhibits to the Agreement) and is incorporated into the Agreement. 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 Attachment. If there are any inconsistencies between this Attachment and the Agreement, the terms and conditions of this Attachment shall control.

For the purposes of this Attachment: "Initial Term" is defined, in accordance with Section (x.x) of the Agreement, to begin on (mm/dd/yyyy) and end on (mm/dd/yyyy).

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 or Service Components 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: Eligibility of Products and Services. 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 to designate the method by which it will receive E-Rate discounts for each such Service.

- 2a. Billed Entity Application Reimbursement ("BEAR") - Form 472. CLIENT agrees to submit to ENA complete and accurate BEAR - Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. Upon receipt of USAC/SLD check in the amount of the certified Form 472, ENA will remit payment to CLIENT within twenty (20) business days after receipt of payment from USAC/SLD. It is solely CLIENT's responsibility to ensure the accuracy of this submission and the amounts sought to be recovered through the E-Rate program. In the event SLD denies payment, CLIENT will be responsible for repayment of all funds provided to CLIENT by ENA associated with this process.

- 2b. 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 Billed Accounts 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.
3. 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 Agreement, including those obligations related to payments, fees and early termination fees.
4. 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 non-eligible Services on those orders.
5. Representations, Warranties and Breaches of the Agreement. Each Party represents, warrants and agrees that it is, as specified in the Agreement, 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 Agreement 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.

6. CLIENT Designation of Conditions to Service. As a condition to the provision of the Service(s), CLIENT must choose Option A or Option B, as follows:

[OPTION "A" IS AVAILABLE FOR NEW OR EXISTING SERVICES]

CLIENT DIRECTS ENA TO COMMENCE OR CONTINUE SERVICES 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.

1. Scope; 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.

2. Funding Denial Agreement Termination; 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 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.

OR

[OPTION "B" IS APPROPRIATE FOR NEW SERVICES]*

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL ENA RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED; IF E-RATE FUNDING FOR SERVICES AND/OR EQUIPMENT IS DENIED, THE STATEMENT OF WORK FOR SUCH SERVICES WILL TERMINATE AS TO THOSE SERVICES AND/OR EQUIPMENT UNLESS AND UNTIL A NEW ATTACHMENT (REPLACING THIS ATTACHMENT) IS EXECUTED.

1. Scope; CLIENT agrees to use best efforts to obtain funding from the USAC/SLD and ENA will not begin Services (including, without limitation, construction, installation or activation activities) and the initial term shall not begin, until after ENA receives CLIENT notification to proceed with the Services, and verification of funding approval.

a. With specific reference to Internal Connections (IC), a verification of Form 486 approval, by the USAC/SLD. ENA will commence Service(s) as soon as is practical following the receipt of the appropriate documentation.

2. Funding Denial Agreement Termination: if a funding request is denied by the USAC/SLD, the Statement of Work for such Service(s) and/or equipment, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

*If CLIENT wishes to change its selection and wishes ENA to commence services regardless of funding commitment from the USAC/SLD, CLIENT will execute a new (replacement) attachment, and agree to the terms set forth in "Option A" above. Upon execution of the Replacement Attachment, the Parties will mutually agree upon a Service Commencement Date.

7. 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.

8. 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.

9. 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:

DISTRICT NAME	ENA
<i>CLIENT Signature:</i>	<i>Company Signature:</i>
Print Name:	Print Name:
Title:	Title:
Date:	Date:

**“ADDENDUM A”
TO
CONTRACT WITH THE SCHOOL BOARD OF CLAY COUNTY, FLORIDA**

Notwithstanding any contractual language to the contrary, the terms and conditions of this “Addendum A” shall govern and prevail over any conflicting or inconsistent terms and conditions in the underlying contract to which this “Addendum A” is attached and/or otherwise incorporated. All references herein made to the School Board of Clay County, Florida (“Board”) shall be interpreted to include the School Board of Clay County, Florida, Clay County District Schools (“District”), and all Board officers and employees.

1. INDEMNIFICATION

In addition to any other statutory or common law obligation to indemnify and defend the Board, Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees from and against any claim, loss, damage, penalty, or liability arising from any negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or agents relating to the performance of duties contemplated by or arising from the underlying contract. Such obligations of the Contractor/Vendor include the duty to defend the Board and its officers and employees from and against any claim, complaint, payment, penalty, or other liability arising from the negligent act, omission, misfeasance, malfeasance, or intentionally wrongful conduct of Contractor/Vendor, its employees, and/or its agents. These obligations shall survive termination of the underlying contract.

2. INSURANCE

Unless otherwise specified in the underlying contract, Contractor/Vendor shall maintain throughout the term/duration of the contract (and any authorized renewal periods) the following insurance policies providing at least the minimum amounts shown:

1. General Liability Policy:
 - \$1,000,000.00 per occurrence
 - \$2,000,000.00 aggregate

2. Auto Liability Policy:
 - \$1,000,000.00 combined single limit
 - \$5,000,000.00 charter or common carrier

3. Worker's Compensation Policy:
 - \$100,000

Note: To the extent that Contractor/Vendor is statutorily or otherwise legally exempt from Worker's Compensation insurance obligations, Contractor/Vendor must execute a Release and Hold Harmless Agreement in a form acceptable to the Board.

Each insurance policy shall be obtained from an insurance carrier rated as “A-” or better, under a policy approved for use in the State of Florida. Further, unless otherwise agreed to by the Board, such insurance policy shall contain evidence/endorsement for physical and sexual abuse and molestation coverage. Each Certificate of Insurance (“COI”) shall

name the School Board of Clay County, Florida, as an additional insured and the policy must unconditionally entitle the Board to thirty (30) days' notice of policy/coverage cancellation.

3. RESERVATION OF SOVEREIGN IMMUNITY

No provision or language in the underlying contract shall be construed or interpreted to increase the scope or dollar limit of the Board's liability beyond that which is set forth in section 768.28 of the Florida Statutes. Nor shall any such language be construed or interpreted to waive the Board's sovereign immunity from suit, or to require the Board to indemnify Contractor/Vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts or omissions other than those which arise from the actionable negligence of the Board. The Board expressly reserves all other protections and privileges related to its sovereign immunity.

4. GOVERNING LAW AND VENUE

The underlying contract and this "Addendum A" shall be governed by and construed in accordance with the laws of the State of Florida without regard to any choice of law provisions. Further, the Circuit Court for the Fourth Judicial Circuit in and for Clay County, Florida, shall have exclusive jurisdiction to enforce the terms of and adjudicate any disputes arising from the underlying contract and this "Addendum A."

5. LEVEL II BACKGROUND SCREENING

Contractor/Vendor represents and warrants to the Board that it is familiar with sections 1012.32, 1012.321, 1012.465, 1012.467, and 1012.468 of the Florida Statutes regarding background investigations. Contractor/Vendor agrees to comply with all requirements of the above-cited statutes and background screening(s) at its own expense, and shall provide the Board with proof of clearance/compliance upon request. Contractor/Vendor agrees that its duty to defend, hold harmless, and indemnify the Board extends to any liability, damages, penalties, and costs which result from its failure to comply with the requirements of this provision.

6. INDEPENDENT CONTRACTOR

The services and/or products provided by Contractor/Vendor pursuant to the underlying contract are rendered to the Board in the capacity of an independent contractor. Accordingly, Contractor/Vendor is not authorized to assume or create any obligations or responsibility (expressed or implied) on behalf of the Board. Nothing contained in the underlying contract shall be construed as creating an employer-employee or principal-agent relationship or a joint venture between Contractor/Vendor and the Board. In this regard, neither Contractor/Vendor nor its officers, employees, or agents shall be deemed to be employed by the Board for purposes of taxes or contributions levied by, under, or in accordance with any federal, state, or local laws with respect to employment or compensation for employment.

7. PUBLIC RECORDS

Contractor/Vendor is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance duties imposed by the underlying contract. Accordingly, in addition to all other Public Records obligations, Contractor/Vendor shall:

- a. Keep, maintain, and produce upon request and within a reasonable period of time all data created or collected in the performance of its duties under the contract ("Contract Data") which come within the definition of a "public record" under Chapter 119.
- b. Provide to the Board, upon its request and free of charge, a copy of each record which Contractor/Vendor seeks to produce in response to a public records request.
- c. Ensure that Contract Data that are considered exempt under Chapter 119 are not disclosed except as authorized by law.
- d. Upon completion of its contractual obligations, transfer to the Board, at no cost to the Board, all Contract Data in the Contractor's/Vendor's possession or otherwise keep and maintain such data as required by law.

All records transmitted to the Board must be provided in a format that is compatible with the Board's information technology systems. Any failure to comply with this provisions shall constitute a default and material breach of the underlying contract by the Contractor/Vendor, which may result in immediate termination by the Board without penalty to the Board.

IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE UNDERLYING CONTRACT, CONTRACTOR/VENDOR SHALL CONTACT THE SCHOOL DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT 900 WALNUT STREET, GREEN COVE SPRINGS, FLORIDA 32043, OR AT 904-336-6500, OR AT: PRR@myoneclay.net

8. STUDENT RECORDS

Notwithstanding any provision to the contrary contained in the underlying contract, Contractor/Vendor, its officers, employees, and agents shall fully comply with the requirements of the Family Education Rights and Privacy Act, sections 1002.22 and 1002.221 of the Florida Statutes, and all applicable laws and regulations regarding the confidentiality of personally identifiable student information and records. Contractor/Vendor shall indemnify, defend, and hold harmless the Board, its officers, and employees for any violation of this covenant. This provision shall survive the termination of the underlying contract and shall be binding upon Contractor/Vendor until such time as any claim arising from a breach of this covenant is barred by any applicable statute of limitations. In the event of a breach of security as defined by section 501.171 of the Florida Statutes, Contractor/Vendor shall notify the Board immediately, but no later than ten (10) calendar days following such security breach. Additionally, Contractor/Vendor shall fully cooperate, at its own expense, with the Board and assist the Board with all remedial efforts, required notifications, and any other obligations arising from or related to such a security breach.

9. PAYMENT TERMS AND CONTINGENCIES

Unless otherwise required by law, the Board's payment obligations (if any) arising from the underlying contract are contingent upon an annual appropriation by the Board and the availability of funds to pay for the contracted goods and/or services provided. If such funds are not appropriated or made available for the underlying contract and results in its termination, such conditions/events shall not constitute a default by the Board.

Contractor/Vendor shall be paid in accordance with the Local Government Prompt Payment Act upon submission of invoices to the District after delivery and acceptance of the goods and/or services provided. Where required, an original invoice referencing a District purchase order number shall be submitted for payment to the District's Accounts Payable Department, 814 Walnut Street, Green Cove Springs, Florida 32043.

Contractor/Vendor agrees to the foregoing terms and conditions of this "Addendum A" as evidenced by the following signature of its authorized representative as of the date indicated below:

Signature:  _____

Printed Name: Kathryn K Ganier

Title: General Counsel ENA

Date: February 1, 2019