NBEC/NWOCA Internet Service Agreement

This agreement ("Agreement") is made as of 07/01/2016 ("Effective Date") by and between Northern Buckeye Education Council/Northwest Ohio Computer Association ("VENDOR"), whose main office is located at 209 Nolan Parkway, Archbold, Ohio 43502, SPIN # 143007175, and Strongsville City Schools ("Customer"), BEN: 129507, in response to Form 470: 567130001329498.

WHEREAS, VENDOR wishes to provide Internet Access services to the Customer subject to the terms and conditions of this agreement.

NOW IT IS AGREED AS FOLLOWS:

1. THE SERVICES
   In accordance with the provisions of this Agreement, VENDOR shall provide basic Internet Access service as selected by Customer (the "Service") and as specified in the attached schedule (the "Schedule"), to the customer sites listed in the Schedule.

2. AGREEMENT TERM AND TERMINATION
   This Agreement is effective for all services covered herein for the period of **July 1, 2016 through June 30, 2019.**

   VENDOR reserves the right to discontinue CUSTOMER'S access to the VENDOR'S Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that VENDOR deems to be in violation of the rules and regulations of the Ohio State Board of Education or any other state or federal agency; or in violation of this Agreement; or local, state or federal, or international law; or are uncivil. For purposes of this Agreement, uncivil conduct includes, but is not limited to: 1) transmitting offensive or harassing statements; 2) developing and/or transmitting offensive or unlawful graphics; 3) transmitting sexual or ethnic slurs explicitly or as part of a joke; 4) soliciting or encouraging others to engage in sexual, offensive or unlawful acts; or 5) permitting or encouraging unauthorized access to the VENDOR'S network and public networks including unauthorized access to the Internet.

3. CHARGES AND PAYMENTS
   Customer shall pay to VENDOR the installation charges and annual charges, and any other charges due under the Agreement in accordance with the Schedule. Installation charges for Service to each Customer site shall be due on the date on which VENDOR is ready to begin to provide the Service as specified in the Schedule. Annual charges shall be payable upon receipt of a true and accurate invoice. Payment shall be made by the Customer in full; amounts remaining unpaid after the payment is due may be assessed a 1.5% late-payment charge, at discretion of VENDOR.

   VENDOR purchases transport through a third-party vendor sub-contracted by the VENDOR to provide transport for the contracted bandwidth ("Bandwidth Service Provider"). The cost of transport from the Bandwidth Service Provider may vary and will be passed through directly to CUSTOMER.

   CUSTOMER agrees to be solely responsible to VENDOR for all charges pursuant to the Schedule throughout the duration of the Agreement, regardless of the approval, denial and/or receipt of E-rate funding.

4. NONAPPROPRIATION
   Should CUSTOMER fail to appropriate sufficient funds to fulfil its obligations under the Agreement, CUSTOMER may terminate the Agreement. Upon termination, CUSTOMER shall reimburse VENDOR for any remaining contractual obligations incurred by VENDOR on CUSTOMER'S behalf including for transport fees from the Bandwidth Service Provider.

5. LEVEL OF SERVICE
   VENDOR will provide the Service as specified in the Schedule on a 24-hour-per-day, 7-day-per-week basis and in a manner consistent with industry practice in the Northwest Ohio area.

6. MAINTENANCE
VENDOR shall be responsible for the maintenance of the VENDOR-owned network and Service equipment as part of the provision of Service. VENDOR and its agents shall have the right at any time during normal business hours to enter Customer's premises (and complying with Customer's visitors policy) for the purpose of inspecting the Service Equipment or testing Services and shall be given free access thereto and afforded necessary facilities for the purpose of inspecting and testing the Services and Vendor-owned on-premises equipment utilized for the provision of the Service (hereinafter "Service Equipment"). VENDOR shall have the right to charge the Customer for its costs and expenses to identify or correct any failure caused by facilities and equipment not furnished by VENDOR or to repair damage or interruptions caused by the Customer or Customer's equipment.

7. FACILITIES AND EQUIPMENT
The CUSTOMER shall provide, at its sole cost and expense (a) clean and cleared space at the point of presence in its building as VENDOR may reasonably require for Service Equipment, which space shall be moisture-free and protected from water and have environmental conditions within the limits specified by the manufactures of the Service Equipment, (b) a separate, dedicated, appropriately fused AC power circuit meeting the limits as specified by the Service Equipment manufacturer for each power supply (the cost of electricity required for the Service Equipment shall be paid by the CUSTOMER as partial consideration for VENDOR's services provide hereunder), (c) through, raceway, conduit or other cable, National Electrical Code, and all other pertinent local, state and federal regulations, (d) space and facilities for installation activities in such condition so as not to be hazardous to the personnel hired by VENDOR for that purpose and their equipment and (e) reasonable security and protection for the Service Equipment on its property. The initiation of Service by VENDOR or the location of VENDOR'S equipment in CUSTOMER'S facilities shall not be deemed an acceptance of CUSTOMER'S facilities.

8. TITLE AND OWNERSHIP
Title to the Service Equipment shall irrevocably and under all circumstances remain with VENDOR and its designee, and the Customer will protect VENDOR's rights, title and interest therein against all persons. The Customer's interest in the Services and Service Equipment is limited to possession and use thereof on the premises. At any time, VENDOR may affix to the Service Equipment, dry labels or other markings supplied by VENDOR identifying the Service Equipment as owned by VENDOR. VENDOR may cause this Agreement or any financing statement showing VENDOR's interest in the Services and Service Equipment to be filed and recorded to perfect its interest herein.

9. STANDARD OF SERVICE
In order to offer the best service possible to all its CUSTOMERs, VENDOR may, from time to time, make changes in the rules of operation, languages, schedules, devices, equipment, storage facilities, identification codes and procedures, and other elements that are involved in the services referenced herein.

10. HAZARDOUS SUBSTANCES
Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal, local hazardous waste or environmental law or regulation) at any site where VENDOR is to perform services under this Agreement. If during such performance VENDOR employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premise to ensure that exposure does not exceed the lowest exposure limit for the protection of the workers. VENDOR may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and VENDOR. Performance obligations under this Agreement shall be extended for the delay caused by said clean up or removal. Customer's failure to remove or contain the hazardous substance shall entitle VENDOR to terminate this Agreement without further liability. If VENDOR so terminates, Customer shall reimburse VENDOR for expenses incurred in performing this Agreement until termination.

11. FORCE MAJEURE
Neither party shall be liable to the other for any loss or damage which may be suffered by the other party, or for any failure to perform its obligations under the Agreement to the extent that such damage or failure is due to any cause beyond the first party's reasonable control including without limitation any act of God, inclement weather, failure or shortage of power supplies, flood, drought, lightning or fire, strike, lock-out, trade dispute or labor disturbance, the act or omission of Government, highway authorities, public telecommunications operators or other competent authority, war, military operations, or riot, difficulty, delay or failure in manufacture, production or supply by third parties of the Service Equipment or any part thereof.

12.LIMITATION OF LIABILITY

The following provisions define VENDOR's entire liability with respect to claims arising in any way out of the provision of or failure to provide the Service set out in this Agreement; with respect to any breach of its contractual obligations arising under the Agreement; with respect to any errors, omissions or negligence of CUSTOMER, its personnel, employees, agents or users; and any representations, statements, or tortuous act or omission including negligence or gross negligence arising under or in connection with this Agreement (including any liability for the acts or omissions of its employees, agents, and subcontractors; subsequently referred to as the "Event of Default"). VENDOR shall not be liable, in respect of or arising out of an Event of Default or the performance, non-performance, or breach of its obligations under this Agreement, for any indirect, incidental, special or consequential damages (including as a result of loss of data or misinformation), including loss of profits, goodwill, revenue, data, or use, incurred by CUSTOMER or by any third party whether in an action in contract or tort, even if such damages were foreseeable or VENDOR had been advised of the possibility of such damages. VENDOR, from time to time, will be requested to provide consultation related to Service described within this Agreement. VENDOR will use reasonable efforts in this regard. CUSTOMER acknowledges and agrees that the limitation of liability shall apply to such consultation. Without derogating from the other provisions of this section and this Agreement, VENDOR'S liability for damages for breach of this Agreement shall in no event exceed the amounts received by VENDOR under this Agreement.

CUSTOMER understands and agrees that VENDOR will exercise no control over the information that CUSTOMER and users may transmit and access as a result of the provision of Services by VENDOR, other than security measures included in the standard configuration of VENDOR's Service. CUSTOMER further understands and agrees that the Internet, by its nature, is an open portal of content and material, some of which may be inappropriate for school-aged students. CUSTOMER, therefore, will make no claim against VENDOR, regarding the use of the Service by CUSTOMER OR CUSTOMER'S USERS, including transmission, accessing downloading or uploading of information that is offensive, inappropriate for minors, a violation of local, state, federal or international law or regulation or the violation of the rights, including but not limited to copyright, patent or trademark, of a third party.

To the extent that CUSTOMER, either directly or through its agents, permits student access to the Internet through VENDOR's Service, CUSTOMER assumes full responsibility and agrees to hold VENDOR for any and all access to and usage of information contained on the Internet.

CUSTOMER AGREES TO INDEMNIFY AND HOLD VENDOR, ITS GOVERNING BOARD MEMBERS, OFFICERS, MEMBERS, EMPLOYEES AND/OR AGENTS HARMLESS FROM ANY CLAIMS, SUITS, LIABILITY, LOSS, EXPENSES AND/OR DAMAGES, INCLUDING ALLEGED COPYRIGHT, TRADEMARK, PATENT, DATA AND OTHER INTELLECTUAL PROPERTY CLAIMS, SUSTAINED BY ANY PERSON BY REASON OF ANY ACT OF CUSTOMER OR ITS USERS IN THEIR ACTIVITIES INVOLVING USE OF VENDOR'S NETWORK.

13.INSOLVENCY

Either party may terminate this Agreement by notice, in writing, if the other party admits insolvency, makes assignment for the benefit of creditors, or has a trustee or receiver appointed over all or any substantial part of its assets.

14. USER ACCESS AND SECURITY

If appropriate, VENDOR will assign CUSTOMER identification codes, account numbers, and any other mandatory access feature(s) required to gain access to the Services described on the attached Schedules. VENDOR will engage in commercially reasonable efforts to safeguard CUSTOMER's files or data placed in computer storage units to the same extent that VENDOR safeguards similar stored data of its own.

CUSTOMER may use such optional entry or file passwords or other codes and/or sequences as are permitted by the system. However, CUSTOMER is solely responsible for their use. VENDOR has no obligation to furnish information about them or to reconstruct files or data as a result of such use.

CUSTOMER will be responsible for all usage incurred on its identification codes and/or account numbers, according to the accounting method in use for the service(s) or access provided.

CUSTOMER agrees that it and its employees, students and/or guests ("CUSTOMER'S Users") will not use any services under this Agreement in connection with any illegal purpose or activity. CUSTOMER further agrees that its use and that of CUSTOMER'S Users will be in accordance with VENDOR's conditions, rules, recommended Acceptable Usage Policy, and regulations as specified by manuals, User Guides, memoranda, or other means either supplied or made available to CUSTOMER. CUSTOMER will use its best efforts to inform CUSTOMER'S Users

of these conditions, rules and regulations, and CUSTOMER will take actions, in cooperation with VENDOR staff, to enforce compliance with those conditions, rules and regulations.

VENDOR agrees to engage in good faith efforts not to disclose any materials, information, or other data relating to the operation of CUSTOMER, to other individuals, CUSTOMERs, or governmental agencies, without prior consent from CUSTOMER, except as may be required by law.

All stored data shall remain the property of CUSTOMER. In the event this Agreement is terminated, VENDOR agrees to return all available data to CUSTOMER or to destroy it within thirty-days (30).

Although VENDOR does not have a duty to monitor the transmissions of CUSTOMER or CUSTOMER'S Users, it shall not be prohibited from so monitoring.

15. WARRANTIES AND REPRESENTATIONS

CUSTOMER warrants that it will only utilize the Service for educational or educational-related activities on its premises.

CUSTOMER acknowledges that the Service may be delivered through a shared Internet network to the extent permitted by law. Where the Service provided includes access to the Internet, VENDOR does not warrant the functions of the Internet will meet any specific CUSTOMER or user requirements, or that the Service provided will be error-free or uninterrupted.

VENDOR makes no representations or warranties to CUSTOMER regarding the accuracy or appropriateness of any information contained in the interconnected systems of the Internet.

16. CUSTOMER CONTACTS

At the commencement of the Agreement, Customer shall identify up to three individuals, subject to change at the discretion of Customer upon prior written notice to Vendor, authorized to contact Vendor or its subcontractors regarding support of the Service. Customer contact with Vendor regarding support of the Service shall be limited to such authorized individuals.

17. NOTICES

All notices shall be in writing and shall be delivered either: (1) by hand, (2) via overnight express carrier, (3) via facsimile (with confirmation of receipt obtained by sending party), or (4) by registered or certified mail, return receipt requested, postage prepaid, addressed to:

Vendor:
NBEC/NWOCA
209 Nolan Parkway
Archbold, OH 43502
Facsimile: 419.267.5248

Customer:
Strongsville City Schools
20025 Lunn Road
Strongsville, OH 44136
Facsimile:

18. GENERAL

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, heirs and personal representative.

Waiver; Modifications. This Agreement may not be released, discharged, changed or modified in any manner, except in writing signed by both parties, and specifying with particularity the nature and extent of such waiver.

Severability. If any provision of this Agreement or the application thereof to any persons or circumstances shall, for any reason or to any extent, be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Entire Agreement. This Agreement, together with the documents referred to herein, shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writing with respect to such subject matter.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

Compliance with Law. Each party agrees to comply with all governmental laws and regulations applicable to the Services contemplated by this Agreement.

Strongsville City Schools Treasurer	Authorized Representative **Northern Buckeye Education Council**
George K. Anagnostou Printed Name	Robin Pfund Printed Name
Treasurer Title	Treasurer Title
2/4/2016 Date	Date

SCHEDULE 1

This Schedule is hereby made part of the Internet access service agreement (the "Agreement") entered into between NBEC/NWOCA and Strongsville City Schools on _____.

VENDOR will render a minimum of 1,000 MB of basic conduit access to the Internet for the period of the Agreement as indicated below. Customer may seek increased support, via a written request to **VENDOR**, in accordance with Chart A.

The minimum charges and service levels for basic conduit access to the Internet for the period of the Agreement are indicated below.

Connection costs on increased bandwidth speeds are shown below in Chart A.

CHART A

eRate Eligible Services PLEASE INDICATE BELOW THE LEVEL OF SERVICE ELECTED

	Bandwidth Circuit Provider Time Warner	E-rate eligible Transport/Internet Fees COST PER CONNECTION FROM ISP	
		Annual	Monthly
	1000Mb	$42,244	$3,520.33

Note to Chart A: The cost of transport from the Bandwidth Service Provider may vary. Any changes to the transport cost will be passed through directly to the Customer.

As a reminder, this Agreement is not contingent upon approval for E-rate funding.

Optional – eRate Ineligible Services – PLEASE INDICATE SERVICE ELECTED.

Mark Elected Service Offering	Service Description	Annual Fee
	eMail 1 – 500 accounts	$100.00
	eMail Over 500 Accounts	$250.00
	Content Filtering $.70 per ADM	$ 3,772.30