OME-RESA

Ohio Mid-Eastern Regional Education Service Agency
2230 Sunset Blvd Suite 2, Steubenville, OH 43952
Phone: 740-283-2050 ▪ Fax: 740-283-1500

Internet Service Agreement – Contract Number – ISP-2015-21

This agreement for Internet access service ("Agreement") is made the 10th day of April, 2015 ("Effective Date").

BETWEEN:

Ohio Mid-Eastern Regional Education Service Agency ("Provider"), whose main office is located at 2230 Sunset Boulevard Suite 2, Steubenville, OH, and Edison Local School District (hereinafter known as "Customer" and collectively with Provider, the "Parties").

WHEREAS

Provider 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, Provider shall provide the basic conduit access to the Internet as specified in the attached Schedule 1 to the Customer sites listed in Schedule 1.

2. AGREEMENT TERM AND TERMINATION
This Agreement shall be for the period beginning July 1, 2015 and ending June 30, 2019. Provider reserves the right to discontinue Customer's access to the Provider's Service, terminate this Agreement and/or seek other legal or equitable relief for use of the Service that Provider 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 Provider's network and public networks including unauthorized access to the Internet.

3. CHARGES AND PAYMENTS
Customer agrees to be solely responsible to Provider for all charges set forth in Schedule 1 to this Agreement. Charges for the Services provided under this Agreement will be billed to Customer on a quarterly basis.

Payment of all invoices for Services provided by Provider under this Agreement shall be due and payable within thirty (30) days of the mailing date on the Customer's invoice. Provider may, at its sole discretion, terminate or suspend the Services to any Customer whose payments are in arrears by more than sixty (60) days. Such suspension shall not be deemed a waiver of other legal or equitable rights the Provider may have for enforcement of payment. If the Provider suspends Services to Customer pursuant to this Section, Provider reserves the right to charge Customer a reconnection fee to cover the administrative cost of reconnection. The reconnection charge shall be in addition to any other amounts owed to Provider by Customer.

Provider purchases transport through a third-party vendor sub-contracted by the Provider to 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 Provider for all charges pursuant to Schedule 1 throughout the duration of the Agreement, regardless of the approval, denial and/or receipt of E-rate funding.

4. LEVEL OF SERVICE
Provider will provide the Service as specified in Schedule 1 on a 24-hour-per-day, 7-day-per-week basis and in a manner consistent with practice in the Mid-East Ohio area.

5. MAINTENANCE
Provider shall be responsible for the maintenance of the Provider-owned network and Provider-owned on-premises equipment utilized for the provision of the Service (hereinafter "Service Equipment"). Provider 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 Service Equipment. Provider 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 Provider or to repair damage or interruptions caused by the Customer or Customer's equipment.

6. 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 Provider 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 manufacturers 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 Provider's services provided 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 Provider for that purpose and their equipment and (e) reasonable security and protection for the Service Equipment on its property. The initiation of Service by Provider or the location of Provider's equipment in Customer's facilities shall not be deemed an acceptance of Customer's facilities.

7. TITLE AND OWNERSHIP
Title to the Service Equipment shall irrevocably and under all circumstances remain with Provider or its designee, and the Customer will protect Provider'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, Provider may affix to the Service Equipment, dry labels or other markings supplied by Provider identifying the Service Equipment as owned by Provider. Provider may cause this Agreement or any financing statement showing Provider's interest in the Services and Service Equipment to be filed and recorded to perfect its interest herein.

8. STANDARD OF SERVICE
Provider reserves the right to modify, change, add to or replace the Provider network or the Service Equipment or any apparatus comprised therein. Any such modification, change, addition or replacement shall be carried out at Provider's own expense and Provider shall ensure it does not materially detract from, reduce or impair the overall performance or operation of Services, or require any material alteration to the Provider network physical interface or protocol used by the Customer in using Services.

9. CUSTOMER USE OF SERVICE
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 Provider's conditions, rules, recommended Acceptable Usage Policy (available at http://www.omeresa.net/AboutUs.aspx), 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 Provider staff, to enforce compliance with those conditions, rules and regulations.

Although Provider does not have a duty to monitor the transmissions of Customer or Customer's Users, it shall not be prohibited from so monitoring.

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 Provider is to perform services under this Agreement. If during such performance Provider 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. Provider may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Provider. 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 Provider to terminate this Agreement without further liability. If Provider so terminates, Customer shall reimburse Provider 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 Provider'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; 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"). Provider 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 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 Provider had been advised of the possibility of such damages. Provider, from time to time, will be requested to provide consultation related to service described within this Agreement. Provider 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, Provider's liability for damages for breach of this Agreement shall in no event exceed the amounts received by Provider under this

agreement.

Customer understands and agrees that Provider will exercise no control over the information that Customer and users may transmit and access as a result of the provision of Services by Provider, other than security measures included in the standard configuration of Provider'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 Provider, 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 Provider's Service, Customer assumes full responsibility and agrees to hold Provider for any and all access to and usage of information contained on the Internet.

CUSTOMER AGREES TO INDEMNIFY AND HOLD PROVIDER, 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 PROVIDER'S NETWORK.

13. WARRANTIES AND REPRESENTATIONS
Customer warrants and represents 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, Provider 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.

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

14. 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.

15. 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:

Provider:

Ohio Mid-Eastern Regional Education Service Agency
Attn: Angela Underwood
2230 Sunset Blvd. Suite 2
Steubenville, OH 43952

Fax Number – 740-283-1500

Customer:

Edison Local School District
Attn: Dennis Menoski
14890 State Route 213
Hammondsville, OH 43930

Fax Number – 330-532-2860

16. GENERAL TERMS
a. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the United States of America and the State of Ohio, without reference to conflict of laws principles.

b. Forum Selection. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the state and federal Ohio courts in Franklin County, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts.

c. Partial Invalidity. If any provision in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision shall be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it shall be severed from the remainder of this Agreement, which shall

remain in full force and effect. In such event, the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

d. Independent Contractors. The parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall constitute either party the agent of the other party for any purpose or in any sense whatsoever, or constitute the parties as partners for joint ventures.

e. Modification. No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement shall be valid or binding on either party unless the same shall have been mutually assented to in writing by both parties.

f. Waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

g. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that neither party shall assign any of its rights, obligations, or privileges (by operation of law or otherwise) hereunder without the prior written consent of the other party. Notwithstanding the foregoing, however, (i) Provider may assign this Agreement to an affiliate or a successor in interest (or its equivalent) of all or substantially all of its relevant assets, whether by sale, merger, or otherwise. Any attempted assignment in violation of this section shall be void.

h. No Third Party Beneficiaries. Unless otherwise expressly provided, no provisions of this Agreement are intended or shall be construed to confer upon or give to any person or entity other than Provider and Customer any rights, remedies or other benefits under or by reason of this Agreement.

i. Compliance with Laws. Both Parties shall comply and instruct its agents and Affiliates to comply with all applicable laws and regulations applicable to its or their activities under this Agreement.

j. Government Approvals. Customer represents and warrants that no consent or approval with any governmental authority in the United States is required in connection with the valid execution and performance of this Agreement. Customer shall be responsible for any required filings of this Agreement with the government agencies.

k. Language. The English language shall govern the meaning and interpretation of this Agreement.

l. Currency. All dollar amounts specified herein are in U.S. dollars, and all payments pursuant to this Agreement shall be in U.S. dollars.

m. Entire Agreement. The terms and conditions herein contained, including all exhibits hereto (which are hereby incorporated by reference), constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof. The terms and conditions of the Agreement shall automatically apply to each transaction between the parties contemplated by this Agreement notwithstanding any additional or different terms and conditions of any ordering document or other instrument, which terms and conditions shall be void and of no effect.

For contract acceptance, please sign and date as indicated below.

_____ Date: 4/10/2015
Angela Underwood, Executive Director

Acceptance: **Edison Local School District**

Dennis G. Menoski — DENNIS G. MENOSKI, TREASURER
Signature for School/District — Name/Title

4/13/15
Date

OME-RESA

Ohio Mid-Eastern Regional Education Service Agency
2230 Sunset Blvd Suite 2, Steubenville, OH 43952
Phone: 740-283-2050 ▪ Fax: 740-283-1500

SCHEDULE 1
SUMMARY OF COSTS

This exhibit is hereby made a part of the Agreement by and between Ohio Mid-Eastern Regional Education Service Agency (" Provider ") and Edison Local School District ("Customer") entered into on April 10, 2015. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Provider will render a minimum of 130 mbps of basic conduit access to the Internet for the period of the Agreement as indicated in contract.

The minimum charges and service levels for basic conduit Internet Access and firewall services for all buildings of the school district are indicated below:

Building Name	Established Speed	One-Time Charges	Monthly Cost	Annual Cost
Edison High School	100 mbps	$0.00	$2,300.00	$27,600.00
Stanton Middle School	20 mbps	$0.00	$1,180.00	$14,160.00
John E Gregg Elementary School	10 mbps	$0.00	$ 860.00	$10,320.00
Edison Jr High School	N/A – Internet Access Only	$0.00	$ 150.00	$ 1,800.00

Total Monthly Recurring Charge for 2015-2016 - $4,490.00
Total Annual One-Time Non-Recurring Charge for 2015-2016 – $0.00
Total Pre-Discount Annual Recurring Charge for 2015-2016 - $53,880.00
Total Pre-Discount Program Charges for 2015-2016 - $53,880.00