

Exhibit C

MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement"), effective July 1, 2012 (the "Effective Date"), is entered into by and between OneCommunity, a corporation organized under the laws of Ohio, with a place of business at 800 West St. Clair, Second Floor, Cleveland, Ohio, 44113, and TRINITY HIGH SCHOOL, a corporation organized under the laws of Ohio, with a place of business at 12425 GRANGER RD. GARFIELD HEIGHTS, OHIO 44125 ("Subscriber").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OneCommunity and Subscriber agree as follows:

1. **Definitions.** As used in this Agreement, the following capitalized terms have the meanings given to them below:

- 1.1. "Background IP" means all inventions, improvements, modifications, programs, code, enhancements, derivatives, compositions, discoveries, know-how, processes, methodologies, formulas, designs, drawings, data, information and works of authorship which OneCommunity or any of its licensors own or in which OneCommunity or any of its licensors may acquire or assert any proprietary right anywhere in the world, and which was acquired, licensed, developed, discovered, invented, authored or first reduced to practice by OneCommunity or any of its licensors, alone or jointly with others, either: (a) prior to the Effective Date; (b) outside of the scope of performing the Services under this Agreement; or (c) in the course of performing the Services under this Agreement but not specifically developed, discovered, invented, authored or first reduced to practice specifically for Subscriber; provided, however, that the term "Background IP" will be deemed to not include any Separately Licensed Software.
- 1.2. "Change Order" means a proposal for amendment of a Service Agreement to be addressed pursuant to Section 3.2 hereof.
- 1.3. "Confidential Information" means information or material proprietary to a party or designated in writing as confidential, which is disclosed by one party to the other. Confidential information may include, but is not limited to, trade secrets, pricing, materials, designs, specifications, techniques, models, data, diagrams, software in various stages of development, source code, object code, documentation, research data, whether disclosed visually, orally or in writing. Confidential Information does not include information which:
 - (a) is now public domain or is made public domain as the result of its disclosure in a publication, the issuance of a patent, or otherwise without the fault of the receiving party;
 - (b) the receiving party can prove was in its possession in written form at the time of the disclosure by the other party, or was developed by recipient alone or in collaboration with a third party without knowledge of the Confidential Information;
 - (c) comes into the hands of the receiving party by means of a third party who is entitled to make such disclosure and who has no obligation of confidentiality toward the disclosing party; or
 - (d) is considered public records under applicable public records laws.
- 1.4. "Indemnified Subscriber Parties" has the meaning set forth in Section 7.1 below.
- 1.5. "Intellectual Property Rights" means any and all of the following, arising in any jurisdiction in the world: (a) patents, patent applications, continuations, continuations-in-part, divisionals, renewals and reissues; (b) copyrights; (c) trademarks, service marks, trade names and trade dress; (d) trade secrets; (e) design rights; (f) data rights; (g) mask work rights; (h) moral rights; (i) foreign equivalents of any of the foregoing; (j) any other intellectual property rights; (k) registrations of, and applications for, any of the foregoing; and (l) the right to sue for any present and/or past violation, infringement or misappropriation of any of the foregoing.

- 1.6. "Personnel" means a party's employees, agents, consultants, contractors and subcontractors, together with the personnel of any of the foregoing.
- 1.7. "Separately Licensed Software" means OneCommunity or third party technology, if any, that is licensed to Subscriber pursuant to a separate written license agreement between the parties. However, the term "Separately Licensed Technology" does not include any software, software customizations, modifications or enhancements that are created by or for OneCommunity pursuant to any work statement under this Agreement.
- 1.8. "Services" means the services performed by or on behalf of OneCommunity under this Agreement.
- 1.9. "Service Agreement" means a Service Agreement, any Service Level Agreement or Addenda thereto, work order, purchase order, statement of work or other written description of Services, Work Product and/or other deliverables under this Agreement that conforms to the requirements of Section 2.1 below.
- 1.10. "Service Level Agreements" means the Agreements that are incorporated into Service Agreements as described in such Service Agreements, and any Addenda thereto.
- 1.11. "Taxes" has the meaning set forth in Section 4.4 below.
- 1.12. "Work Product" means all inventions, improvements, modifications, programs, code, enhancements, derivatives, compositions, discoveries, know-how, processes, methodologies, formulas, designs, drawings, data, information and works of authorship (including without limitation reports, drawings, art, schematics, notes, analyses, records, Subscriber lists and other documents, whether in draft form or final form, and whether in written, electronic or other format) in which any proprietary right exists or may be acquired or asserted anywhere in the world, and which are developed, discovered, invented, authored or first reduced to practice by OneCommunity and/or any of its Personnel, alone or jointly with Subscriber and/or any third party or parties in the course of performing Services under this Agreement; provided, however, that the term "Work Product" will be deemed to not include any Background IP or Separately Licensed Software.

2. **Scope of Agreement**

- 2.1. Master Agreement. This Agreement is a master agreement, which may govern one or more Service Agreements. This Agreement will not give rise to any obligation on the part of Subscriber to obtain Services from OneCommunity, or any obligation on the part of OneCommunity to render Services to Subscriber, unless and until one or more Service Agreements are entered into in accordance with this Section 2.1. No Service Agreement will be effective until signed by an authorized representative of each party. Upon signing and delivery by an authorized representative of both parties, each mutually agreed-upon Service Agreement will be deemed to be incorporated into, and made a part of, this Agreement. Each Service Agreement will contain, at a minimum, the following items, either by fully setting forth such items or through incorporation by reference to one or more other documents that fully set forth such items:
- (a) A reference to this Agreement using language substantially similar to the following: "This Service Agreement is governed by the Master Services Agreement dated mar 7, 2012 between OneCommunity and TRINITY HIGH SCHOOL, [as amended]."
 - (b) The relevant project name;
 - (c) A detailed description of the Services to be performed;
 - (d) A detailed description of any Work Product and any other deliverables to be provided by or on behalf of OneCommunity;

- (e) The fees, expenses and other amounts, if any, to be paid by Subscriber for such Services, and other deliverables, as well as the payment terms with respect thereto;
- (f) Any assumptions of the parties relevant to the performance of the Services;
- (g) A commencement and termination date for the Services to be performed;
- (h) If applicable, a description of any third party intellectual property to be included with any of the Services and/or Work Product and/or deliverables; and
- (i) Such other items as the parties will agree to with respect to the Work Product and/or Services.

3. Services and Deliverables

3.1. Services Generally. OneCommunity will perform the Services and provide the Work Product and other deliverables specified in each Service Agreement in accordance with such Service Agreement and/or work statement, and in accordance with this Agreement.

3.2. Amendments. Either party may propose a change to a Service Agreement by submitting a proposed Change Order in writing to the other party. On any proposed Change Order submitted to Subscriber by OneCommunity, OneCommunity will specify the effect, if any, of the proposed change(s) upon the price, timing and any other terms and conditions applicable to the affected Services and necessary amendments to the applicable Service Agreement. With respect to any proposed Change Order submitted by Subscriber to OneCommunity, OneCommunity will evaluate such proposed Change Order as promptly as practicable and will complete such proposed Change Order by specifying the effect, if any, of the proposed change(s) upon the price, timing and any other terms and conditions applicable to the affected Services and necessary amendments to the applicable Service Agreement. No Change Order will be effective until an amended Service Agreement is executed by an authorized representative of each party.

3.3. Independent Contractor Status

- (a) OneCommunity will acquire and maintain all required and appropriate tax identification numbers, business licenses and legal status as an independent business entity, and is fully qualified to employ its Personnel and to engage in business in the locations necessary to the performance of Services.
- (b) OneCommunity will take any and all measures necessary to maintain its independent contractor status throughout the term of this Agreement. Accordingly, neither OneCommunity nor any of its Personnel will be considered to be an employee, joint employee or co-employee of Subscriber for any purpose whatsoever, including without limitation any salary, wages, bonuses, commissions, overtime, penalties, fringe benefits including without limitation insurance and workers compensation insurance, payments for fringe benefits, withholdings, taxes, contributions or other payments of any form or kind for wages or benefits, and Subscriber shall not be responsible for any of the foregoing.
- (c) Neither OneCommunity nor any of its Personnel will hold out themselves as directors, officers, managers, employees, agents or representatives of Subscriber, nor will any of them enter into any agreements or incur any debt, liability or obligation of any kind that may be binding on Subscriber. OneCommunity acknowledges and agrees, on behalf of itself and its Personnel, that none of them is, by virtue of this Agreement or otherwise, appointed or designated as an employee, agent, partner, joint-venture, lessee or other representative of any kind of Subscriber, and that this Agreement will not be construed as in any manner doing so.

4. **Fees, Expenses and Payment**

- 4.1. Fees. Subject to the provisions of this Agreement, Subscriber will pay OneCommunity the fees and other amounts set forth in the applicable Service Agreements, in accordance with the provisions of this Section 4 or such other applicable provisions as may be set forth in such Service Agreements.
- 4.2. Expenses. Except to the extent that expenses and costs are identified in an applicable Service Agreement and expressly required to be paid by Subscriber under that Service Agreement, the fees set forth in that Service Agreement will be deemed to be inclusive of all actual net expenses and costs and Subscriber will not be required to pay any amounts in excess of those fees.
- 4.3. Invoicing and Payment. OneCommunity will invoice Subscriber in accordance with the schedule set forth in each Service Agreement. Unless otherwise provided in the applicable Service Agreement, Subscriber will pay each undisputed invoice within thirty (30) days after its receipt by Subscriber. All payments hereunder will be in U.S. dollars by electronic wire transfer to the bank account designated by OneCommunity from time to time or by company check. Any undisputed amounts not paid when due will bear a finance charge at a rate equal to the lesser of one and one half percent (1 1/2%) per month or the highest rate permitted by law, calculated from the first day a payment is past due. If OneCommunity at any time has reasonable concern about security or timeliness of payments, it may suspend the Services and/or the rights granted hereunder until receipt of payment or establishment of a letter of credit or other arrangement securing payment. If any undisputed amount is not paid when due hereunder, OneCommunity will be entitled to recover from Subscriber the costs and expenses incurred in connection with collecting the same (including without limitation costs of investigation and attorneys fees).
- 4.4. Taxes. Unless otherwise set forth in an applicable Service Agreement, fees do not include sales, use, value added or other excise tax. Subscriber will pay or, if paid by OneCommunity, reimburse OneCommunity, for all taxes based on this Agreement or fees payable hereunder,, together with any interest on such taxes if not due to OneCommunity's delay. Notwithstanding the foregoing, Subscriber shall not be responsible for any taxes based upon OneCommunity's gross revenues or net income.

5. **Ownership and Licenses**

- 5.1. Work Product. Upon payment in full of all fees relating to each Work Product, Subscriber will own all worldwide right, title and interest in and to such Work Product (including without limitation all related Intellectual Property Rights). Accordingly, effective upon payment in full of all fees relating to each Work Product, OneCommunity hereby agrees to assign to Subscriber all worldwide right, title and interest in and to such Work Product (including without limitation all related Intellectual Property Rights).Subscriber. OneCommunity agrees that during the term of this Agreement and thereafter, OneCommunity will execute such additional documents and take such lawful actions as Subscriber may reasonably request, at Subscriber's reasonable expense, to evidence and perfect the above assignment and to secure all worldwide Intellectual Property Rights and protections with respect to such Work Product.
- 5.2. Separately Licensed Software. Subject to any separate license agreement between the parties, OneCommunity and/or its licensors will retain ownership of all right, title and interest in and to all Separately Licensed Software.
- 5.3. Confidential Information. All Confidential Information shall be and remain the sole property of the disclosing party. No license or conveyance of any rights is implied by the disclosure of Confidential Information, and no further use of the Confidential Information, excepting those disclosures pursuant to Section 5.3(a) and Section 5.4, may be made by the recipient without the written consent of the disclosing party. At the disclosing party's request, any and all copies of such Confidential Information in the recipient's possession or under its control shall be returned to the disclosing party, or destroyed and discarded.
- (a) Except for information that must be disclosed pursuant to a court order or as otherwise required by Ohio Revised Code Section 149.43, or other applicable laws, the recipient agrees to hold in confidence and not to

publish, transfer or otherwise disclose any Confidential Information, directly or indirectly, to any person or entity. The recipient shall use the same degree of care that a reasonably prudent business would exercise under similar circumstances. Dissemination of Confidential Information within the recipient's organization shall be limited to those employees who have a need to know for purposes of this Agreement or the staff or directors who have operational or fiduciary responsibilities, or private, government and auditing agencies which may be involved with the funding or reimbursement for the Services provided under this Agreement. To the extent that OneCommunity engages subcontractors to provide any Service, Work Product or other obligation hereunder, OneCommunity shall ensure that such subcontractor enters into a confidentiality agreement substantially identical to Paragraphs 1.3 and 5.3 hereof before sharing any of Subscriber's Confidential Information with such subcontractor. The recipient further agrees not to use Confidential Information for any purpose other than to perform its obligations under this Agreement.

- 5.4. Subscriber Intellectual Property. To the extent that Subscriber provides or makes available any Confidential Information or other intellectual property to OneCommunity under this Agreement, OneCommunity and its Personnel will have a limited, personal, non-exclusive, non-transferable license to use such Confidential Information and intellectual property solely for the purpose of performing its obligations under this Agreement and for no other purpose whatsoever. Any such limited use of Subscriber's Confidential Information or other intellectual property under this Agreement shall inure solely to the benefit of Subscriber. Except as may be otherwise expressly set forth in an applicable Service Agreement, no other license is granted to OneCommunity under this Agreement, by implication or otherwise, with respect to any Confidential Information or other intellectual property that may be provided or made available by Subscriber under this Agreement.

6. Warranties and Disclaimers

- 6.1. Warranties and Covenants. OneCommunity represents, warrants and covenants, as follows:
- (a) OneCommunity has duly authorized the execution and performance of this Agreement;
 - (b) OneCommunity's execution and performance of this Agreement does not violate or conflict with any agreement between OneCommunity and any third party;
 - (c) Except to the extent otherwise expressly described in an applicable Service Agreement, each item of Work Product is original work created by OneCommunity, and OneCommunity has free and clear title to each item of Work Product at all times prior to the effectiveness of its assignment of the same to Subscriber under this Agreement, and OneCommunity has or will obtain all necessary assignments and consents from its Personnel and applicable third parties necessary to effect the assignment of such Work Product to Subscriber, free and clear of any and all encumbrances;
 - (d) To OneCommunity's knowledge, none of the Background IP licensed to Subscriber under this Agreement and, except to the extent attributable to Subscriber's instructions, specifications, designs or requirements, none of the Work Product, violates, infringes or misappropriates any third party copyright or trade secret;
 - (e) All Services, all Work Product and all other deliverables under this Agreement will conform in all material respects to the descriptions set forth in the applicable work statement(s);
 - (f) All Services will be performed in a professional and workmanlike manner in accordance with applicable industry standards;
- 6.2. General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. Indemnities

- 7.1. Indemnities by OneCommunity. OneCommunity will, at its sole expense, indemnify, defend and hold Subscriber and its directors, officers, employees, agents and affiliates (collectively, "Indemnified Subscriber Parties") harmless from and against all claims, suits, actions, damages, settlements, losses, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or in connection with:
- (a) Facts, or alleged facts which, if proven, would constitute a breach by OneCommunity of any of the representations, warranties and/or covenants set forth in Section 6.1 above;
 - (b) The violation, infringement or misappropriation of any third party copyright or trade secret by any of the (1) Services, (2) Background IP licensed to Subscriber under this Agreement, and/or (3) Work Product; provided, however, that this obligation will not extend to infringements, violations or misappropriations of third party rights attributable to Subscriber's instructions, specifications, designs or requirements or caused by the modification of any Background IP or Work Product following delivery to Subscriber.
- 7.2. Procedures for Claims. OneCommunity's obligations to defend, indemnify and/or hold harmless Subscriber under this Agreement are contingent upon Subscriber providing OneCommunity with the following: (a) prompt written notice of such claim, suit or action; (b) sole control over the defense and settlement of such claim, suit or action, subject to the provisions of this Section 7.2; and (c) reasonable co-operation and assistance in connection with the defense and settlement of such claim, suit or action. OneCommunity will not settle any such claim, suit or action without Subscriber's prior express written consent, which will not be unreasonably withheld. Subscriber will have the right to participate in the defense and/or settlement of any such claim, suit or action, at Subscriber's expense, with counsel of its choice.
- 7.3. Substitution of Non-Infringing Items. In the event that any of the Background IP licensed to Subscriber under this Agreement, any of the Work Product, any of the Services or any other deliverable provided by or on behalf of OneCommunity is found to infringe, violate or misappropriate any third party right, or is likely to do so in Subscriber's opinion, then OneCommunity will, at its sole expense, either: (a) replace such item with a functionally equivalent item that does not infringe, violate or misappropriate any third party right; (b) modify such item so as to cause it not to violate, infringe or misappropriate any third party right, but without reducing its functionality; or (c) if neither of the foregoing options is commercially practicable or acceptable to Subscriber, refund the amounts paid by Subscriber for such items, as depreciated on a straight-line basis over a period of thirty-six (36) months from the date of delivery.
- 7.4. Exclusive Remedies. The obligations of OneCommunity and remedies of Subscriber described in this Section 7 will be the sole obligations of OneCommunity and sole remedies of Subscriber with respect to claims of breach of warranty, representation or covenant and claims of infringement or misappropriation of Intellectual Property Rights.

8. Limitations of Liability

- 8.1. No Liability for OneCommunity's Employment Obligations. Subscriber will not be responsible to OneCommunity or any of its Personnel for any failure of any of them to withhold from employee compensation or other payments such as taxes, interest, penalties, payments for benefits, contributions to fringe benefit plans or any other payment due to any person, government agency, tax authority or any other entity or plan of any kind.
- 8.2. Exclusion of Consequential Damages. EXCEPT WITH RESPECT TO LIABILITY ARISING UNDER THE INDEMNIFICATION PROVISIONS OF THIS AGREEMENT OR FOR BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT AND/OR ITS SUBJECT MATTER, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY

OF SUCH DAMAGES, NOR WILL ONECOMMUNITY BE LIABLE FOR ANY AMOUNT EXCEEDING THE AMOUNT PAID TO ONECOMMUNITY WITH RESPECT TO THE WORK PRODUCT, DELIVERABLE OR SERVICE COMPLAINED OF.

9. Term and Termination

- 9.1. Term. The initial term of this Agreement shall begin on the Effective Date and continue for a period of five (5) years. Upon the expiration of the Initial Term or any Renewal Term, this Agreement shall be automatically renewed for additional periods of 2 years, unless either party delivers written notice of termination to the other party at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term.

The provisions of this Agreement will continue in effect for the duration of any Network Service Agreement that is entered into by the parties prior to the expiration of the term of this Agreement or the then-current Renewal Term.

- 9.2. Renewal. This Agreement will be renewed only upon the written agreement of both parties, in the form of an amendment or restatement of this Agreement.
- 9.3. Termination. Either party may terminate this Agreement and/or any Service Agreements in the event of a material breach of the other party that is not cured within thirty (30) days of receipt of written notice specifying such breach.
- 9.4. Termination for Convenience. If Subscriber terminates a Service for Subscriber's convenience, or OneCommunity terminates a Service for any of the reasons specified in this Section, Subscriber must pay the following applicable termination charges: 100% of the monthly recurring charges for the terminated Service multiplied by the months remaining in the term, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule, plus any third-party charges incurred by OneCommunity due to the termination. The termination charge set forth above will not apply if a terminated Service is replaced with an upgraded Service at the same location, but only if the Minimum Payment Period and associated charge for the replacement Service are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service.
- 9.5. Effect of Termination and Survival. Upon expiration or any termination of this Agreement: (a) Subscriber will pay OneCommunity for any Services rendered and Work Product delivered; (b) each party will return or destroy the other party's Confidential Information in accordance with the Confidentiality provision herein; and (c) the provisions of the following sections of this Agreement will survive - 1, 3.3, 5.1, 5.3, 6, 7, 8, 9.6, 10, and 11. Notwithstanding the foregoing and anything to the contrary herein, in the event that this Agreement is terminated due to a party's material breach, the licenses granted in Section 5 will automatically terminate.

10. Use of Name, Service Marks and Trademarks

- 10.1. Use. Neither party will use the name, service marks or trademarks of the other party for any purpose other than industry standard Subscriber and/or vendor lists without the other party's prior written consent, and any such use shall inure to the benefit of the party who owns such name, service marks or trademarks.

11. General

- 11.1. Governing Law, Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with applicable U.S. federal law and the laws of the State of Ohio, without regard to conflict of law principles. Each party consents to the exclusive jurisdiction and venue of the U.S. federal and Ohio state courts located in and serving the City of Cleveland, in connection with any dispute or controversy arising out of or in connection with this Agreement and/or its subject matter.
- 11.2. Excusable Delays. Except with respect to payment obligations, neither party will be held responsible for delays caused by acts beyond its control, such as acts of God or public enemies, public acts, utility or communications



delays or failures not caused by such party's negligence or fault, accidents not caused by such party's negligence or fault, labor disputes, war, or failure of the other party to provide data required under this Agreement.

- 11.3. Notice. All notices under this Agreement will be in writing and will be deemed given when delivered personally, by overnight delivery upon written verification of receipt, by facsimile transmission upon electronic acknowledgment of delivery or receipt, or by certified or registered mail, return receipt requested, upon verification of receipt. Notices will be sent to the applicable address/facsimile number for notice set forth on the cover page or to such other address/facsimile number as a party may designate by giving notice in accordance with this section.
- 11.4. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid or illegal, it will be severed and the remainder of this Agreement will remain in full force and effect.
- 11.5. No Implied Waiver. If either party fails to enforce any right or remedy under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. No waiver of any right hereunder, or breach of, this Agreement will be effective unless in writing and signed by an authorized representative of the party against whom the waiver is sought to be enforced.
- 11.6. Entire Agreement, Order of Precedence and Modification. This Agreement, including its exhibits, annexes, assignment agreements and exhibits thereto, agreed Service Agreements and agreed amendments thereto, constitutes the entire Agreement of the parties with respect to the subject matter hereof, and supersedes any and all prior agreements and understandings of the parties, whether written or oral, with respect to such subject matter. In the event of a conflict between any provision set forth in the main body of this Agreement and a provision of any Service Agreement, amended Service Agreement or other exhibit or annex of this Agreement, the relevant provision of the main body of this Agreement will govern. Any preprinted or other standard terms set forth on any Subscriber purchase order or other form will be deemed void and of no force or effect, irrespective of whether such form is countersigned by a representative of OneCommunity. Subject to the foregoing, any modification, extension or amendment of this Agreement must be in writing and signed by a duly authorized representative of each of the parties.
- 11.7. Assignment. Neither Party may assign any rights or obligations under this Agreement or any Service Agreement without the other Party's prior written consent, except that either Party may assign this Agreement, after thirty (30) days prior written notice, to a parent company or controlled affiliate (but only so long as it remains so controlled). With the prior written agreement of Subscriber, OneCommunity may subcontract any service or obligation to be performed for Subscriber, but OneCommunity will remain responsible for any such subcontracted services under the terms of this Agreement.
- 11.8. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. This Agreement may be executed by facsimile signature.

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE:

OneCommunity

By: *Brett Lindsey*
Authorized Signature

Brett Lindsey
Name (Print or Type)

COO
Title

3/8/12
Date

Subscriber

By: *Linda Bacho*
Authorized Signature

Linda Bacho
Name (Print or Type)

Principal
Title

March 7, 2012
Date

NETWORK SERVICES AGREEMENT

This Network Services Agreement ("Agreement"), effective July 1st, 2012, for network communication services is governed by the Master Services Agreement dated mar 7th, 2012 between OneCommunity and TRINITY HIGH SCHOOL ("Subscriber", together with OneCommunity, the "Parties"), [as amended]." For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OneCommunity and Subscriber agree as follows:

1. **Definitions.** As used in this Agreement, the following capitalized terms have the meanings given to them below:
 - 1.1. "Acceptable Use Policy" means the policies of each Internet provider for the use of the Internet and other connected networks. OneCommunity will post these policies at <http://www.OneCommunity.org>, and may update these from time to time. Subscriber will ensure that Subscriber's use of each connected network adheres to the Acceptable Use Policy for that network.
 - 1.2. "Addendum or Addenda" means any and all addenda executed by both parties attached to, and made a part of, this Agreement which sets out terms and conditions pursuant to which Services will be purchased by Subscriber from OneCommunity.
 - 1.3. "Demarcation Point" means the connection point on the Subscriber's premises where the Subscriber's network is connected to the OneCommunity Network.
 - 1.4. "Effective Date" means the date upon which services are initiated.
 - 1.5. "Equipment" means the OneCommunity equipment installed on the Subscriber's site as updated from time to time which is required for an operational connection to the OneCommunity Network.
 - 1.6. "Fiscal Year" means a one-year period of time beginning on the start of January 1st and extending through the end of that same calendar year until December 31st.
 - 1.7. "Force Majeure" means a condition beyond the reasonable control of a Party that delays or prevents performance of the Agreement. Force Majeure includes, without limitation: fire, flood, lightning, explosion, war, act of terrorism, strike, riots, embargo, labor dispute, government requirement, civil or military authority, act of God or nature, acts or failure to act of any governmental authority.
 - 1.8. "Network Outage" means an unplanned period of time during which (i) Subscriber is unable to connect to all other destinations from Subscriber's location at the guaranteed minimum bandwidth as defined in Addendum B attached hereto and incorporated herein by reference, due to a problem or failure of the OneCommunity Network, and (ii) Subscriber's sustained packet loss on the OneCommunity Network is greater than seven percent (7%).
 - 1.9. "OneCommunity Network" means all equipment and connections controlled and operated by OneCommunity. The OneCommunity Network includes the OneCommunity-supplied optronics and electronics provided to the Subscriber and the Subscriber connection between the Subscriber site and the OneCommunity Network up to the relevant Demarcation Point or to any OneCommunity equipment that may be beyond the Demarcation Point.
 - 1.10. "Service Threatening Disruption" means loss of redundancy or any degradation of service on the OneCommunity Network or any OneCommunity equipment that (a) is caused in whole or in part by Subscriber or by the interconnection of Subscriber's network or equipment with any OneCommunity equipment or the OneCommunity Network, and (b) in the sole discretion of OneCommunity poses an immediate threat to the continued operation of any affected OneCommunity equipment or any other component part of the OneCommunity Network.
 - 1.11. "Services" means services provided under the Master Services Agreement and additional Service Agreements entered into by the Parties thereunder, as executed or amended from time to time.
 - 1.12. "Term" means the term of the Agreement as set out in Section 6.



2. Rights and Responsibilities

2.1. OneCommunity.

- (a) OneCommunity will manage and monitor all equipment that is part of the OneCommunity Network connection up to the Demarcation Point.
- (b) OneCommunity shall be responsible for insuring the equipment that is a part of the OneCommunity Network.
- (c) Decisions regarding the technical requirements, implementation process, operational or engineering plans for the OneCommunity Network will be made by OneCommunity at its sole discretion after due consideration of Subscriber input. If changes to Equipment are required, OneCommunity will schedule and make changes, at its own expense, in a mutually acceptable maintenance window.
- (d) All services provided by OneCommunity hereunder shall be consistent with industry standards for computer network services, shall be rendered in a manner consistent with that level of care and skill ordinarily exercised by the industry, and in compliance with all federal, state, and local laws and regulations.
- (e) OneCommunity shall provide services as described in Addendum A, which is incorporated herein by reference.
- (f) Additional OneCommunity rights and responsibilities may be identified in any executed Addenda to this Agreement, which shall be incorporated herein by reference.

2.2. Subscriber.

- (a) Subscriber will provide all routers, switches, or other equipment necessary to support its internal network, which conform to the minimum technical requirements as specified by OneCommunity. Subscriber will designate one of Subscriber's routers/switches from which Subscriber's fiber will connect to the OneCommunity Network.
- (b) Subscriber will provide sufficient space for OneCommunity to install equipment to support the services Space will include sufficient power and environmental conditioning to support equipment. Subscriber may provide backup power or an uninterruptable power supply (UPS), or may contract with OneCommunity separately for UPS.
- (c) Subscriber is responsible for installation, maintenance, and repair of customer-premises fiber between the Demarcation Point and the Subscriber's switch or router.
- (d) Subscriber, solely at its own discretion and expense but consistent with OneCommunity's technical requirements, may at any time elect to provide diverse connections to OneCommunity from its existing sites for added protection (redundancy) in the event that the Subscriber's primary connection is not functioning properly at no additional cost other than costs associated with any additional network infrastructure.
- (e) Subscriber will assign an operational and technical contact person to coordinate with OneCommunity regarding services being provided under this Agreement.
- (f) Subscriber is solely responsible for determining its rules and procedures relating to access and appropriate use of the OneCommunity Network connection.
- (g) Subscriber is solely responsible for operation and maintenance of its network and its equipment on the Subscriber side of the Demarcation Point. OneCommunity is not responsible for maintaining the security of Subscriber's LAN or for implementing any security protocols or procedures on Subscriber's network on Subscriber's side of the Demarcation Point.

(h) Subscriber will provide a secure location for the Demarcation Point and Will not permit unauthorized access thereto. Subscriber will not adjust, repair or tamper with the Equipment or the OneCommunity Network. From time to time, Subscriber will allow OneCommunity access upon reasonable notice in accordance with institutional security policies and during normal business hours to Subscriber's premises as needed to upgrade the OneCommunity Equipment, if any, due to changes in engineering or networking protocols or for other good cause.

(i) Additional Subscriber rights and responsibilities may be identified in any Addenda to this Service Agreement, which shall be incorporated herein by reference.

2.3. Third Party.

(a) No person or entity not a Party to this Agreement has or is intended to have any rights under this Agreement.

3. **Unauthorized Access to Facilities or Use of Connections**

3.1. Unauthorized Access. OneCommunity is not responsible for unauthorized access to Subscriber's transmission facilities or Subscriber's premises or equipment by any individual or entity, or for unauthorized access to, or alteration, theft, or destruction of Subscriber's data files, programs or other information through accident, wrongful means or any other cause unless such access and resultant alteration, theft, or destruction is caused solely from the gross negligence or willful misconduct of OneCommunity, its employees, or its agents.

3.2. Use of Connections. Neither Party is entitled to use the connections owned or controlled by the other Party to transport any data without the prior consent of the owning Party.

4. **Fees, Expenses and Payment**

4.1. Fees. Subject to the provisions of this Agreement, Subscriber will pay OneCommunity the fees and other amounts set forth in Addendum B, which is incorporated herein by reference, in accordance with the provisions of this Section 4 or such other applicable provisions as may be set forth in the Master Service Agreement.

4.2. Expenses. Except to the extent that expenses and costs are identified in an applicable Addendum and expressly required to be paid by Subscriber under that Addendum, the fees set forth in that Addendum will be deemed to be inclusive of all actual net expenses and costs and Subscriber will not be required to pay any amounts in excess of those fees.

4.3. Invoicing and Payment. OneCommunity will invoice Subscriber in accordance with the schedule set forth in attached Addenda. Unless otherwise provided in the applicable Service Agreement, Subscriber will pay each undisputed invoice within thirty (30) days after its receipt by Subscriber. All payments hereunder will be in U.S. dollars by electronic wire transfer to the bank account designated by OneCommunity from time to time or by company check. Any undisputed amounts not paid when due will bear a finance charge at a rate equal to the lesser of one and one half percent (1 1/2%) per month or the highest rate permitted by law, calculated from the first day a payment is past due. If OneCommunity at any time has reasonable concern about security or timeliness of payments, it may suspend the Services and/or the rights granted hereunder until receipt of payment or establishment of a letter of credit or other arrangement securing payment. If any undisputed amount is not paid when due hereunder, OneCommunity will be entitled to recover from Subscriber the costs and expenses incurred in connection with collecting the same (including without limitation costs of investigation and attorneys fees).

4.4. Taxes. Unless otherwise set forth in an applicable Service Agreement, fees do not include sales, use, value added or other excise tax. Subscribers who provide a valid State of Ohio sales tax exemption certificate shall not be charged sales tax. Subscriber will pay or, if paid by OneCommunity, reimburse OneCommunity, for all taxes based on this Agreement, together with any interest on such taxes if not due to OneCommunity's delay. Notwithstanding the foregoing, Subscriber shall not be responsible for any taxes based upon OneCommunity's gross revenues or net income.

5. **Service Disruption or Suspension**

5.1. **Network Disruption.** If the interconnection of Subscriber equipment results in any observable service disruption (including, without limitation, a measurable and material reduction of service levels, equipment or network malfunctions or failures, or excessive event alarms) and the disruption is solely caused by or solely arises from the Subscriber equipment or acts or omissions of the Subscriber, then the following shall apply:

- (a) If the disruption is not a Service Threatening Disruption, then OneCommunity will notify Subscriber promptly of such disruption and Subscriber will have seventy-two (72) hours (or such longer period as may be mutually agreed to by OneCommunity and Subscriber) to eliminate the source of the disruption. If Subscriber is unable to eliminate the source of disruption within the required time period, then OneCommunity may apply any operating procedures then in effect by OneCommunity to eliminate disruptions of similar nature and Subscriber will (a) cooperate with such efforts, and (b) be responsible for all reasonable out-of-pocket expenses as communicated to Subscriber in a timely manner by OneCommunity, caused by Subscriber's negligence or willful misconduct and actually incurred by OneCommunity in eliminating the disruption.
- (b) If the disruption is a Service Threatening Disruption, then OneCommunity may at any time, without prior notice to Subscriber, take immediate action to eliminate such Service Threatening Disruption. OneCommunity shall notify Subscriber immediately after action is taken, and upon notice, OneCommunity is entitled to immediate access to Subscriber's premises. Subscriber will provide any assistance reasonably requested by OneCommunity. In taking such action, OneCommunity will use its reasonable best efforts to minimize any disruption to Subscriber's operations and will use its reasonable best efforts to restore service to Subscriber promptly. Subscriber will be responsible for all reasonable out-of-pocket expenses as communicated to Subscriber in a timely manner by OneCommunity, caused by Subscriber's negligence or misconduct and actually incurred by OneCommunity in eliminating the disruption.

5.2. **Suspension of Service.** OneCommunity may temporarily suspend Subscriber's connection or related communication services, if, and for so long as is necessary, (a) to prevent Service Threatening Disruptions, violations of Acceptable Use Policy, or fraudulent or illegal activity, whether or not knowingly caused or permitted by Subscriber, (b) with notice and defined cure period to perform necessary maintenance or service, whether by OneCommunity or any other entity maintaining any portion of the OneCommunity Network or related communication services, or (c) with notice and defined cure period for other reasonable reasons, including non-compliance with any Addendum to this Agreement or a failure to respond to security breaches or intrusions, whether or not directly relating to Subscriber's connection, or related communication services. Immediately after becoming aware that a planned disruption or suspension of service will occur, OneCommunity will notify Subscriber. In the event of circumstances relating to fraudulent or illegal activity, violations of Acceptable Use Policy, or security breaches or intrusions, OneCommunity shall make all good faith efforts to cooperate with Subscriber to avoid or minimize the level of disruptions or suspensions of service.

5.3. **Service Credit.** In the event of a Network Outage or disruption that is caused in whole or in part by the negligence or willful misconduct of Subscriber, Subscriber shall not be entitled to receive a credit. In all other cases, excepting maintenance or upgrade services scheduled with Subscriber and those pursuant to Section 10 "Force Majeure," Subscriber is entitled to receive a credit against the amount invoiced for Services provided during the month in which the Network Outage occurred. Credits are available on a per-outage basis, subject to a maximum credit of 50% of any recurring Basic Service Fees paid to OneCommunity (prorated on a monthly basis) in any given calendar month. These service credits are the sole remedy available to Subscriber for service disruption or suspension of any kind whatsoever.

(a) **Service Credit Schedule.**

<u>Instance of Network Outage</u>	<u>Credit Against the Appropriate Month's Service Charge</u>
Less than 1 hour	0%
1 hour to 8 hours	5%
8 hours or more	10%

6. Term

- 6.1. The initial term of this Agreement shall begin on the Effective Date and continue for a period of five (5) years. Upon the expiration of the Initial Term or any Renewal Term, this Agreement shall be automatically renewed for additional periods of 2 years, unless either Party delivers written notice of termination to the other Party at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term.

7. Termination

- 7.1. Termination Due to Non-Performance. If either Party fails to perform under any provision of the Agreement except as provided in Section 7.2, then the other Party may serve written notice upon the non-performing Party specifying the nature of the failure. If, within 60 days of the date notice is served, the non-conforming Party has not cured the default or presented a plan acceptable to the other Party to cure the default, then upon expiration of the 60-day period, the Party giving notice may, at its option, terminate the Agreement. Any liquidated damages with respect to Services having minimum commitments will be set out in the applicable Addendum.
- 7.2. Termination by OneCommunity. If (i) Subscriber has not paid OneCommunity Fees when due and payable as set forth in Paragraph 4 hereof, and if such failure has continued for thirty (30) days after written notice of non-payment has been provided to Subscriber, or (ii) Subscriber, if a tax-exempt entity, ceases to be tax-exempt, then OneCommunity may terminate this Agreement immediately by written notice to Subscriber or suspend the Services.
- 7.3. Termination for Convenience. If Subscriber terminates a Service for Subscriber's convenience, or OneCommunity terminates a Service for any of the reasons specified in this Section, Subscriber must pay all applicable termination charges: Subscriber must pay 100% of the monthly recurring charges for the terminated Service multiplied by the months remaining in the term, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule, plus any third-party charges incurred by OneCommunity due to the termination. The termination charge set forth above will not apply if a terminated Service is replaced with an upgraded Service at the same location, but only if the Minimum Payment Period and associated charge for the replacement Service are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service.
- 7.4. Other Termination Situations. Either Party shall have the right to immediately terminate this Agreement, in whole or in part, upon written notice to the other if the other Party:
- (a) Ceases to do business as a going concern;
 - (b) Makes an assignment for the benefit of its creditors;
 - (c) Admits in writing its inability to pay its debts as they become due;
 - (d) Becomes insolvent, suspends or abandons its business;
 - (e) Authorizes, applies for, or consents to the appointment of a trustee or receiver of all or a substantial portion of its assets;
 - (f) Files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization provision of the laws of the United States; or
 - (g) A court assumes jurisdiction over the assets of that Party.
 - (h) Is unable to fulfill its obligations under this Agreement due to Force Majeure as referred to in Section 9.1 lasting more than ten (10) days and, upon twenty-four (24) hours written notice from the other.

- (i) Subscriber relocates to a new location where direct transfer of services is (i) not commercially viable at the same prices or (ii) not feasible for the Subscriber to continue as defined in this Agreement. This does not prevent OneCommunity and Subscriber from amending the current Agreement or entering into a new one that is acceptable to both parties.

8 Confidentiality

8.1 "Confidential Information" means information or material proprietary to a Party or designated in writing as confidential, which is disclosed by one Party to the other. Confidential information may include, but is not limited to, trade secrets, pricing, materials, designs, specifications, techniques, models, data, diagrams, software in various stages of development, source code, object code, documentation, research data, whether disclosed visually, orally or in writing. Confidential Information does not include information which:

- (a) is now public domain or is made public domain as the result of its disclosure in a publication, the issuance of a patent, or otherwise without the fault of the receiving Party;
- (b) the receiving Party can prove was in its possession in written form at the time of the disclosure by the other Party, or was developed by recipient alone or in collaboration with a third party without knowledge of the Confidential Information;
- (c) comes into the hands of the receiving Party by means of a third party who is entitled to make such disclosure and who has no obligation of confidentiality toward the disclosing Party; or
- (d) is considered public records under applicable public records laws.

8.2 All Confidential Information shall be and remain the sole property of the disclosing Party. No license or conveyance of any rights is implied by the disclosure of Confidential Information, and no further use of the Confidential Information, excepting those disclosures pursuant to Section 8.2(a), may be made by the recipient without the written consent of the disclosing Party. At the disclosing Party's request, any and all copies of such Confidential Information in the recipient's possession or under its control shall be returned to the disclosing Party, or destroyed and discarded.

- (j) Except for information that must be disclosed pursuant to a court order or as otherwise required by Ohio Revised Code Section 149.43 or other applicable laws, the recipient agrees to hold in confidence and not to publish, transfer or otherwise disclose any Confidential Information, directly or indirectly, to any person or entity. The recipient shall use the same degree of care that a reasonably prudent business would exercise under similar circumstances. Dissemination of Confidential Information within the recipient's organization shall be limited to those employees who have a need to know for purposes of this Agreement or the staff or directors who have operational or fiduciary responsibilities, or private, government and auditing agencies which may be involved with the funding or reimbursement for the Services provided under this Agreement. The recipient further agrees not to use Confidential Information for any purpose other than to perform its obligations under this Agreement. To the extent that OneCommunity engages subcontractors to provide any Service, work product or other obligation hereunder, OneCommunity shall ensure that such subcontractor enters into a confidentiality agreement substantially identical to Paragraphs 8.1 and 8.2 hereof before sharing any of Subscriber's Confidential Information with such subcontractor.

8. Warranties and Limitation of Liability

- 8.1. **WARRANTIES. ONECOMMUNITY MAKES NO WARRANTIES OF ANY KIND, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE OR PROVISION OF THE ONECOMMUNITY NETWORK CONNECTION OR ANY ADDITIONAL SERVICES.**



ONECOMMUNITY'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS BASED ON NEGLIGENCE) ARISING OUT OF THE PROVISION BY ONECOMMUNITY OF FACILITIES, TRANSMISSION, DATA, SERVICES OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO REAL OR PERSONAL PROPERTY, AND NOT CAUSED IN WHOLE OR PART BY SUBSCRIBER OR ANY THIRD PARTY, SHALL NOT EXCEED THE LIMITS SET FORTH IN SECTION 12, PROVIDED THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY FOR (i) BREACH OF THE CONFIDENTIALITY PROVISIONS SET FORTH IN PARAGRAPHS 8.1 and 8.2 HEREOF, (ii) FOR DEATH OR PERSONAL INJURY CAUSED BY ONECOMMUNITY, OR (iii) FOR ANY OTHER LIABILITY WHICH MAY NOT BY APPLICABLE LAW BE EXCLUDED OR LIMITED.

- 8.2. **LIABILITY OF ONECOMMUNITY.** NEITHER ONECOMMUNITY NOR ITS NETWORK SERVICE SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, RELIANCE OR OTHER FORM OF MONEY DAMAGES OTHER THAN AMOUNTS COVERED SOLELY BY ONE OR MORE OF THE INSURANCE POLICIES IDENTIFIED IN SECTION 12 OF THIS AGREEMENT. THE SUBSCRIBER SHALL NOT BE ENTITLED TO RECOVERY FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY OR DAMAGES FOR THE LOSS, DELAY, NON-DELIVERY OR MISS-DELIVERY OF DATA OR INFORMATION OR SERVICE INTERRUPTION OF ANY KIND, HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PROVISIONING OF THE ONECOMMUNITY NETWORK CONNECTION, OR RELATED COMMUNICATION SERVICES, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY UNLESS SUCH LOSS IS COVERED BY ONE OR MORE OF THE INSURANCE POLICIES IDENTIFIED IN SECTION 12 OF THIS AGREEMENT.
- 8.3. **SPECIFIC EXCLUSIONS.** IN NO CIRCUMSTANCES SHALL ONECOMMUNITY, ITS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE:
- (a) THIRD PARTY CLAIMS AGAINST SUBSCRIBER FOR DAMAGES;
 - (b) LOSS OF OR DAMAGE TO SUBSCRIBER'S RECORDS OR DATA OR THOSE OF ANY THIRD PARTY;
 - (c) ANY DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO ANY SERVICE, PRODUCT OR ACTIONS OF ANY PERSON OTHER THAN US, OUR EMPLOYEES AND AGENTS, INCLUDING BUT NOT LIMITED TO DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, "DENIAL OF SERVICE" ATTACKS, DNS SPOOFING ATTACKS AND/OR OTHER HACKING ATTACKS OF A SIMILAR NATURE OR
 - (d) INTEROPERABILITY OF SUBSCRIBER'S EQUIPMENT OR APPLICATIONS.
- 8.4. **Unauthorized Access.** Except as otherwise provided in Section 3.1 of this Agreement, neither OneCommunity nor its service suppliers shall be liable for unauthorized access to Subscriber's transmission facilities or premise equipment or for unauthorized access to or alterations, theft or destruction of Subscriber's data files, programs, procedures, or information through accident, fraudulent means or devices, or any other method. Subscriber understands that neither OneCommunity nor its service suppliers are responsible for the content of the transmissions that may pass through the OneCommunity Network connection, or related communication services. Neither OneCommunity nor its service suppliers shall be liable for the accuracy or quality of information obtained or data transmitted through use of the OneCommunity Network connection, or related communication services.
- 8.5. **Time Limit.** No action or proceeding against either OneCommunity or Subscriber may be commenced by the other more than one (1) year after the Service(s) which is the basis for the action or proceeding is rendered, and OneCommunity and Subscriber acknowledge that this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim.
- 8.6. **Other Limitations of Liability.** Other specific limitations of liability with respect to a service may be set out in applicable Addenda.

9. **Force Majeure**

- 9.1. Neither Party is responsible for delays, interruptions or other failures to perform under this Agreement due to Force Majeure. Subscriber by reason of such cause shall not be relieved of its obligation to make any required payments that are due to OneCommunity or which may become due from Subscriber's continued use of Services.

10. **Compliance with Applicable Law and Other Obligations**

- 10.1. Subscriber shall comply with all laws and regulations applicable to its use of the OneCommunity connection, or related communication services, including, without limitation, U.S. export laws concerning the transmission of technical data and other regulated materials by means of the Internet connection, or related communication services.

11. **Insurance**

- 11.1. Coverage and Limits. OneCommunity will maintain the following minimum amounts of insurance written by one or more responsible, well-rated insurance companies licensed to do business in the State of Ohio:

- (a) **General Liability Insurance**
 - \$1,000,000 annual aggregate – products/completed operations
 - \$2,000,000 annual aggregate other than products and completed operations
- (b) **Bodily Injury and Property Damage Insurance**
 - \$1,000,000 Bodily Injury and Property Damage Combined Single Limit
 - \$1,000,000 Personal Injury and Advertising Liability
 - \$500,000 Fire Legal – Building only
 - \$15,000 Medical Payments – per person
- (c) **Umbrella Liability**
 - \$5,000,000 Per Occurrence
 - \$5,000,000 Aggregate
- (d) **Automobile Liability Insurance**
 - \$1,000,000 Bodily Injury and Property Damage Combined Single Limit

- 11.2. Certificate of Insurance. Upon request, OneCommunity shall deliver to Subscriber a certificate of insurance for every Fiscal Year that Subscriber receives services of any kind from OneCommunity.

12. **Indemnity**

- 12.1. OneCommunity and Subscriber shall indemnify and hold harmless the other against any claims from any and all third parties, and for payment of any costs, fees, liabilities, damages or penalties, to the extent such claims arise as a result of non-compliance by the Indemnifying Party with its obligations under this Agreement, provided that (a) neither OneCommunity nor Subscriber shall have any obligation to indemnify the other for any claims which, if brought by the other party would be of a type or liability which is excluded under Section 9, and (b) OneCommunity shall have no obligation to indemnify Subscriber for claims by Subscriber's customers or third party end-users of the Services.

- 12.2. To the extent permitted by Ohio Law, the Subscriber agrees to indemnify, defend and hold OneCommunity, its officers, affiliates, and its agents and subcontractors harmless, from and against:

- (a) All liabilities and costs (including reasonable legal fees) arising from any and all claims by any of Subscriber's Customers or other third party end users in connection with the Services (including without limitation, any claims regarding content transmitted using the Services or a violation of data protection legislation), regardless of the form of action, provided that Subscriber will have no obligation to indemnify and defend

OneCommunity against claims which arise solely from OneCommunity's negligence or intentional misconduct or damages for bodily injury or death caused by OneCommunity's negligence or intentional misconduct;

- (b) Any and all losses, costs, damages, expenses, claims and demands, including but not limited to copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of data protection by legislation, based on: (i) the content of any information transmitted by Subscriber or by any of its customers or end users, (ii) the use and/or publication of any and all communications or information transmitted by Subscriber or by any of its customers or end users, or (iii) the use of Service(s) by Subscriber in any manner inconsistent with the terms of this Agreement; and
- (c) Any failure by Subscriber to comply with any warranties under this Agreement and/or any Addenda hereto.

13. Notice

13.1. Notices to Subscriber. OneCommunity may provide all notices and other communications electronically to Subscriber at:

Name and Title: Phil LeMay Director of IT
E-mail Address: plemay@ths.org

OneCommunity shall provide all notices required in writing as detailed in this Agreement to Subscriber at:

Company Name: Trinity High School
Attention: Phil LeMay
Street Address: 12425 Granger Rd
City, State, ZIP: Garfield Hts, Oh 44125

Non-electronic notices and communications shall be considered effective when received by Subscriber via registered or certified mail, or by any national commercial courier service providing a record of receipt to OneCommunity.

13.2. Notices to OneCommunity. Subscriber may provide all notices and other communications electronically to OneCommunity at:

Name and Title: Brett Lindsey, Chief Operating Officer
E-mail Address: brett.lindsey@onecommunity.org

Subscriber shall provide all notices required in writing as detailed in this Agreement to OneCommunity at:

Company Name: OneCommunity
Attention: Brett Lindsey
Street Address: 800 West St. Clair Ave, 2nd Floor
City, State, ZIP: Cleveland, OH 44113

Non-electronic notices and communications shall be considered effective when received by OneCommunity via registered or certified mail, or by any national commercial courier service providing a record of receipt to Subscriber.

14. **Assignment, Severability, Survivability, Successors and Assigns**

- 14.1. **Assignment.** Neither Party may assign any rights or obligations under this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement, after thirty (30) days prior written notice, to a parent company or controlled affiliate (but only so long as it remains so controlled). OneCommunity may subcontract any service or obligation to be performed for Subscriber, but OneCommunity will be responsible under the terms of this Agreement.
- 14.2. **Severability.** If any provision of this Agreement is illegal or unenforceable, the Agreement's unaffected provisions will remain in effect.
- 14.3. **Survivability.** The terms and conditions of this Agreement regarding confidential information, indemnification, warranties, payment and all others that by their context are intended to survive the expiration or termination of this Agreement will survive and continue in effect.
- 14.4. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

15. **Conflicts**

- 15.1. If documents referred to in this Agreement conflict with one another (including conflicting contract expiration dates), they will prevail in the following order:
- (a) Applicable Addendum or Attachment
 - (b) Service Agreement
 - (c) Master Services Agreement

16. **Addenda and Attachments**

- 16.1. This Agreement includes such Addenda and Attachments as the Parties shall from time to time agree to include within its terms. Additional Addenda and Attachments may be executed by authorized representatives of the Parties and will refer to and be incorporated into this Agreement, but only if signed by both Parties.

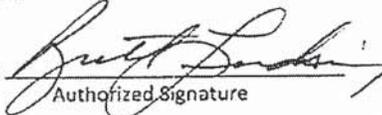
17. **Entire Agreement**

- 17.1. The Master Services Agreement, this Network Service Agreement, any Service Agreements, and any Attachments, Addenda and referenced herein constitute the entire Agreement between the Parties and supersede all prior or contemporaneous negotiations or Agreements, whether oral or written, relating to their subject matter.

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE:

OneCommunity

By:


Authorized Signature

BRETT LINDSEY
Name (Print or Type)

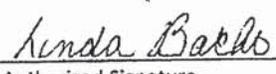
COO
Title

3/19/17
Date



Customer

By:


Authorized Signature

Linda Bacho
Name (Print or Type)

Principal
Title

March 7, 2012
Date

NETWORK SERVICES AGREEMENT

This Network Services Agreement ("Agreement"), effective July 1st, 2012, for network communication services is governed by the Master Services Agreement dated mar 7th, 2012 between OneCommunity and TRINITY HIGH SCHOOL ("Subscriber"), together with OneCommunity, the "Parties", [as amended]." For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, OneCommunity and Subscriber agree as follows:

1. **Definitions.** As used in this Agreement, the following capitalized terms have the meanings given to them below:

- 1.1. "Acceptable Use Policy" means the policies of each Internet provider for the use of the Internet and other connected networks. OneCommunity will post these policies at <http://www.OneCommunity.org>, and may update these from time to time. Subscriber will ensure that Subscriber's use of each connected network adheres to the Acceptable Use Policy for that network.
- 1.2. "Addendum or Addenda" means any and all addenda executed by both parties attached to, and made a part of, this Agreement which sets out terms and conditions pursuant to which Services will be purchased by Subscriber from OneCommunity.
- 1.3. "Demarcation Point" means the connection point on the Subscriber's premises where the Subscriber's network is connected to the OneCommunity Network.
- 1.4. "Effective Date" means the date upon which services are initiated.
- 1.5. "Equipment" means the OneCommunity equipment installed on the Subscriber's site as updated from time to time which is required for an operational connection to the OneCommunity Network.
- 1.6. "Fiscal Year" means a one-year period of time beginning on the start of January 1st and extending through the end of that same calendar year until December 31st.
- 1.7. "Force Majeure" means a condition beyond the reasonable control of a Party that delays or prevents performance of the Agreement. Force Majeure includes, without limitation: fire, flood, lightening, explosion, war, act of terrorism, strike, riots, embargo, labor dispute, government requirement, civil or military authority, act of God or nature, acts or failure to act of any governmental authority.
- 1.8. "Network Outage" means an unplanned period of time during which (i) Subscriber is unable to connect to all other destinations from Subscriber's location at the guaranteed minimum bandwidth as defined in Addendum B attached hereto and incorporated herein by reference, due to a problem or failure of the OneCommunity Network, and (ii) Subscriber's sustained packet loss on the OneCommunity Network is greater than seven percent (7%).
- 1.9. "OneCommunity Network" means all equipment and connections controlled and operated by OneCommunity. The OneCommunity Network includes the OneCommunity-supplied optronics and electronics provided to the Subscriber and the Subscriber connection between the Subscriber site and the OneCommunity Network up to the relevant Demarcation Point or to any OneCommunity equipment that may be beyond the Demarcation Point.
- 1.10. "Service Threatening Disruption" means loss of redundancy or any degradation of service on the OneCommunity Network or any OneCommunity equipment that (a) is caused in whole or in part by Subscriber or by the interconnection of Subscriber's network or equipment with any OneCommunity equipment or the OneCommunity Network, and (b) in the sole discretion of OneCommunity poses an immediate threat to the continued operation of any affected OneCommunity equipment or any other component part of the OneCommunity Network.
- 1.11. "Services" means services provided under the Master Services Agreement and additional Service Agreements entered into by the Parties thereunder, as executed or amended from time to time.
- 1.12. "Term" means the term of the Agreement as set out in Section 6.

2. Rights and Responsibilities

2.1. OneCommunity.

- (a) OneCommunity will manage and monitor all equipment that is part of the OneCommunity Network connection up to the Demarcation Point.
- (b) OneCommunity shall be responsible for insuring the equipment that is a part of the OneCommunity Network.
- (c) Decisions regarding the technical requirements, implementation process, operational or engineering plans for the OneCommunity Network will be made by OneCommunity at its sole discretion after due consideration of Subscriber input. If changes to Equipment are required, OneCommunity will schedule and make changes, at its own expense, in a mutually acceptable maintenance window.
- (d) All services provided by OneCommunity hereunder shall be consistent with industry standards for computer network services, shall be rendered in a manner consistent with that level of care and skill ordinarily exercised by the industry, and in compliance with all federal, state, and local laws and regulations.
- (e) OneCommunity shall provide services as described in Addendum A, which is incorporated herein by reference.
- (f) Additional OneCommunity rights and responsibilities may be identified in any executed Addenda to this Agreement, which shall be incorporated herein by reference.

2.2. Subscriber.

- (a) Subscriber will provide all routers, switches, or other equipment necessary to support its internal network, which conform to the minimum technical requirements as specified by OneCommunity. Subscriber will designate one of Subscriber's routers/switches from which Subscriber's fiber will connect to the OneCommunity Network.
- (b) Subscriber will provide sufficient space for OneCommunity to install equipment to support the services Space will include sufficient power and environmental conditioning to support equipment. Subscriber may provide backup power or an uninterruptable power supply (UPS), or may contract with OneCommunity separately for UPS.
- (c) Subscriber is responsible for installation, maintenance, and repair of customer-premises fiber between the Demarcation Point and the Subscriber's switch or router.
- (d) Subscriber, solely at its own discretion and expense but consistent with OneCommunity's technical requirements, may at any time elect to provide diverse connections to OneCommunity from its existing sites for added protection (redundancy) in the event that the Subscriber's primary connection is not functioning properly at no additional cost other than costs associated with any additional network infrastructure.
- (e) Subscriber will assign an operational and technical contact person to coordinate with OneCommunity regarding services being provided under this Agreement.
- (f) Subscriber is solely responsible for determining its rules and procedures relating to access and appropriate use of the OneCommunity Network connection.
- (g) Subscriber is solely responsible for operation and maintenance of its network and its equipment on the Subscriber side of the Demarcation Point. OneCommunity is not responsible for maintaining the security of Subscriber's LAN or for implementing any security protocols or procedures on Subscribers's network on Subscriber's side of the Demarcation Point.

- (h) Subscriber will provide a secure location for the Demarcation Point and Will not permit unauthorized access thereto. Subscriber will not adjust, repair or tamper with the Equipment or the OneCommunity Network. From time to time, Subscriber will allow OneCommunity access upon reasonable notice in accordance with institutional security policies and during normal business hours to Subscriber's premises as needed to upgrade the OneCommunity Equipment, if any, due to changes in engineering or networking protocols or for other good cause.
- (i) Additional Subscriber rights and responsibilities may be identified in any Addenda to this Service Agreement, which shall be incorporated herein by reference.

2.3. Third Party.

- (a) No person or entity not a Party to this Agreement has or is intended to have any rights under this Agreement.

3. **Unauthorized Access to Facilities or Use of Connections**

- 3.1. Unauthorized Access. OneCommunity is not responsible for unauthorized access to Subscriber's transmission facilities or Subscriber's premises or equipment by any individual or entity, or for unauthorized access to, or alteration, theft, or destruction of Subscriber's data files, programs or other information through accident, wrongful means or any other cause unless such access and resultant alteration, theft, or destruction is caused solely from the gross negligence or willful misconduct of OneCommunity, its employees, or its agents.
- 3.2. Use of Connections. Neither Party is entitled to use the connections owned or controlled by the other Party to transport any data without the prior consent of the owning Party.

4. **Fees, Expenses and Payment**

- 4.1. Fees. Subject to the provisions of this Agreement, Subscriber will pay OneCommunity the fees and other amounts set forth in Addendum B, which is incorporated herein by reference, in accordance with the provisions of this Section 4 or such other applicable provisions as may be set forth in the Master Service Agreement.
- 4.2. Expenses. Except to the extent that expenses and costs are identified in an applicable Addendum and expressly required to be paid by Subscriber under that Addendum, the fees set forth in that Addendum will be deemed to be inclusive of all actual net expenses and costs and Subscriber will not be required to pay any amounts in excess of those fees.
- 4.3. Invoicing and Payment. OneCommunity will invoice Subscriber in accordance with the schedule set forth in attached Addenda. Unless otherwise provided in the applicable Service Agreement, Subscriber will pay each undisputed invoice within thirty (30) days after its receipt by Subscriber. All payments hereunder will be in U.S. dollars by electronic wire transfer to the bank account designated by OneCommunity from time to time or by company check. Any undisputed amounts not paid when due will bear a finance charge at a rate equal to the lesser of one and one half percent (1 1/2%) per month or the highest rate permitted by law, calculated from the first day a payment is past due. If OneCommunity at any time has reasonable concern about security or timeliness of payments, it may suspend the Services and/or the rights granted hereunder until receipt of payment or establishment of a letter of credit or other arrangement securing payment. If any undisputed amount is not paid when due hereunder, OneCommunity will be entitled to recover from Subscriber the costs and expenses incurred in connection with collecting the same (including without limitation costs of investigation and attorneys fees).
- 4.4. Taxes. Unless otherwise set forth in an applicable Service Agreement, fees do not include sales, use, value added or other excise tax. Subscribers who provide a valid State of Ohio sales tax exemption certificate shall not be charged sales tax. Subscriber will pay or, if paid by OneCommunity, reimburse OneCommunity, for all taxes based on this Agreement, together with any interest on such taxes if not due to OneCommunity's delay. Notwithstanding the foregoing, Subscriber shall not be responsible for any taxes based upon OneCommunity's gross revenues or net income.

5. **Service Disruption or Suspension**

5.1. **Network Disruption.** If the interconnection of Subscriber equipment results in any observable service disruption (including, without limitation, a measurable and material reduction of service levels, equipment or network malfunctions or failures, or excessive event alarms) and the disruption is solely caused by or solely arises from the Subscriber equipment or acts or omissions of the Subscriber, then the following shall apply:

- (a) If the disruption is not a Service Threatening Disruption, then OneCommunity will notify Subscriber promptly of such disruption and Subscriber will have seventy-two (72) hours (or such longer period as may be mutually agreed to by OneCommunity and Subscriber) to eliminate the source of the disruption. If Subscriber is unable to eliminate the source of disruption within the required time period, then OneCommunity may apply any operating procedures then in effect by OneCommunity to eliminate disruptions of similar nature and Subscriber will (a) cooperate with such efforts, and (b) be responsible for all reasonable out-of-pocket expenses as communicated to Subscriber in a timely manner by OneCommunity, caused by Subscriber's negligence or willful misconduct and actually incurred by OneCommunity in eliminating the disruption.
- (b) If the disruption is a Service Threatening Disruption, then OneCommunity may at any time, without prior notice to Subscriber, take immediate action to eliminate such Service Threatening Disruption. OneCommunity shall notify Subscriber immediately after action is taken, and upon notice, OneCommunity is entitled to immediate access to Subscriber's premises. Subscriber will provide any assistance reasonably requested by OneCommunity. In taking such action, OneCommunity will use its reasonable best efforts to minimize any disruption to Subscriber's operations and will use its reasonable best efforts to restore service to Subscriber promptly. Subscriber will be responsible for all reasonable out-of-pocket expenses as communicated to Subscriber in a timely manner by OneCommunity, caused by Subscriber's negligence or misconduct and actually incurred by OneCommunity in eliminating the disruption.

5.2. **Suspension of Service.** OneCommunity may temporarily suspend Subscriber's connection or related communication services, if, and for so long as is necessary, (a) to prevent Service Threatening Disruptions, violations of Acceptable Use Policy, or fraudulent or illegal activity, whether or not knowingly caused or permitted by Subscriber, (b) with notice and defined cure period to perform necessary maintenance or service, whether by OneCommunity or any other entity maintaining any portion of the OneCommunity Network or related communication services, or (c) with notice and defined cure period for other reasonable reasons, including non-compliance with any Addendum to this Agreement or a failure to respond to security breaches or intrusions, whether or not directly relating to Subscriber's connection, or related communication services. Immediately after becoming aware that a planned disruption or suspension of service will occur, OneCommunity will notify Subscriber. In the event of circumstances relating to fraudulent or illegal activity, violations of Acceptable Use Policy, or security breaches or intrusions, OneCommunity shall make all good faith efforts to cooperate with Subscriber to avoid or minimize the level of disruptions or suspensions of service.

5.3. **Service Credit.** In the event of a Network Outage or disruption that is caused in whole or in part by the negligence or willful misconduct of Subscriber, Subscriber shall not be entitled to receive a credit. In all other cases, excepting maintenance or upgrade services scheduled with Subscriber and those pursuant to Section 10 "Force Majeure," Subscriber is entitled to receive a credit against the amount invoiced for Services provided during the month in which the Network Outage occurred. Credits are available on a per-outage basis, subject to a maximum credit of 50% of any recurring Basic Service Fees paid to OneCommunity (prorated on a monthly basis) in any given calendar month. These service credits are the sole remedy available to Subscriber for service disruption or suspension of any kind whatsoever.

(a) **Service Credit Schedule.**

<u>Instance of Network Outage</u>	<u>Credit Against the Appropriate Month's Service Charge</u>
Less than 1 hour	0%
1 hour to 8 hours	5%
8 hours or more	10%



6. **Term**

- 6.1. The initial term of this Agreement shall begin on the Effective Date and continue for a period of five (5) years. Upon the expiration of the Initial Term or any Renewal Term, this Agreement shall be automatically renewed for additional periods of 2 years, unless either Party delivers written notice of termination to the other Party at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term.

7. **Termination**

- 7.1. Termination Due to Non-Performance. If either Party fails to perform under any provision of the Agreement except as provided in Section 7.2, then the other Party may serve written notice upon the non-performing Party specifying the nature of the failure. If, within 60 days of the date notice is served, the non-conforming Party has not cured the default or presented a plan acceptable to the other Party to cure the default, then upon expiration of the 60-day period, the Party giving notice may, at its option, terminate the Agreement. Any liquidated damages with respect to Services having minimum commitments will be set out in the applicable Addendum.
- 7.2. Termination by OneCommunity. If (i) Subscriber has not paid OneCommunity Fees when due and payable as set forth in Paragraph 4 hereof, and if such failure has continued for thirty (30) days after written notice of non-payment has been provided to Subscriber, or (ii) Subscriber, if a tax-exempt entity, ceases to be tax-exempt, then OneCommunity may terminate this Agreement immediately by written notice to Subscriber or suspend the Services.
- 7.3. Termination for Convenience. If Subscriber terminates a Service for Subscriber's convenience, or OneCommunity terminates a Service for any of the reasons specified in this Section, Subscriber must pay all applicable termination charges: Subscriber must pay 100% of the monthly recurring charges for the terminated Service multiplied by the months remaining in the term, plus any waived or unpaid non-recurring charges identified in the Pricing Schedule, plus any third-party charges incurred by OneCommunity due to the termination. The termination charge set forth above will not apply if a terminated Service is replaced with an upgraded Service at the same location, but only if the Minimum Payment Period and associated charge for the replacement Service are equal to or greater than the Minimum Payment Period and associated charge for the terminated Service.
- 7.4. Other Termination Situations. Either Party shall have the right to immediately terminate this Agreement, in whole or in part, upon written notice to the other if the other Party:
- (a) Ceases to do business as a going concern;
 - (b) Makes an assignment for the benefit of its creditors;
 - (c) Admits in writing its inability to pay its debts as they become due;
 - (d) Becomes insolvent, suspends or abandons its business;
 - (e) Authorizes, applies for, or consents to the appointment of a trustee or receiver of all or a substantial portion of its assets;
 - (f) Files a voluntary petition under any bankruptcy or insolvency law or files a voluntary petition under the reorganization provision of the laws of the United States; or
 - (g) A court assumes jurisdiction over the assets of that Party.
 - (h) Is unable to fulfill its obligations under this Agreement due to Force Majeure as referred to in Section 9.1 lasting more than ten (10) days and, upon twenty-four (24) hours written notice from the other.

- (i) Subscriber relocates to a new location where direct transfer of services is (i) not commercially viable at the same prices or (ii) not feasible for the Subscriber to continue as defined in this Agreement. This does not prevent OneCommunity and Subscriber from amending the current Agreement or entering into a new one that is acceptable to both parties.

8 Confidentiality

8.1 "Confidential Information" means information or material proprietary to a Party or designated in writing as confidential, which is disclosed by one Party to the other. Confidential information may include, but is not limited to, trade secrets, pricing, materials, designs, specifications, techniques, models, data, diagrams, software in various stages of development, source code, object code, documentation, research data, whether disclosed visually, orally or in writing. Confidential Information does not include information which:

- (a) is now public domain or is made public domain as the result of its disclosure in a publication, the issuance of a patent, or otherwise without the fault of the receiving Party;
- (b) the receiving Party can prove was in its possession in written form at the time of the disclosure by the other Party, or was developed by recipient alone or in collaboration with a third party without knowledge of the Confidential Information;
- (c) comes into the hands of the receiving Party by means of a third party who is entitled to make such disclosure and who has no obligation of confidentiality toward the disclosing Party; or
- (d) is considered public records under applicable public records laws.

8.2 All Confidential Information shall be and remain the sole property of the disclosing Party. No license or conveyance of any rights is implied by the disclosure of Confidential Information, and no further use of the Confidential Information, excepting those disclosures pursuant to Section 8.2(a), may be made by the recipient without the written consent of the disclosing Party. At the disclosing Party's request, any and all copies of such Confidential Information in the recipient's possession or under its control shall be returned to the disclosing Party, or destroyed and discarded.

- (j) Except for information that must be disclosed pursuant to a court order or as otherwise required by Ohio Revised Code Section 149.43 or other applicable laws, the recipient agrees to hold in confidence and not to publish, transfer or otherwise disclose any Confidential Information, directly or indirectly, to any person or entity. The recipient shall use the same degree of care that a reasonably prudent business would exercise under similar circumstances. Dissemination of Confidential Information within the recipient's organization shall be limited to those employees who have a need to know for purposes of this Agreement or the staff or directors who have operational or fiduciary responsibilities, or private, government and auditing agencies which may be involved with the funding or reimbursement for the Services provided under this Agreement. The recipient further agrees not to use Confidential Information for any purpose other than to perform its obligations under this Agreement. To the extent that OneCommunity engages subcontractors to provide any Service, work product or other obligation hereunder, OneCommunity shall ensure that such subcontractor enters into a confidentiality agreement substantially identical to Paragraphs 8.1 and 8.2 hereof before sharing any of Subscriber's Confidential Information with such subcontractor.

8. Warranties and Limitation of Liability

8.1. **WARRANTIES.** ONECOMMUNITY MAKES NO WARRANTIES OF ANY KIND, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE USE OR PROVISION OF THE ONECOMMUNITY NETWORK CONNECTION OR ANY ADDITIONAL SERVICES.



ONECOMMUNITY'S ENTIRE LIABILITY FOR ALL CLAIMS OF WHATEVER NATURE (INCLUDING CLAIMS BASED ON NEGLIGENCE) ARISING OUT OF THE PROVISION BY ONECOMMUNITY OF FACILITIES, TRANSMISSION, DATA, SERVICES OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO REAL OR PERSONAL PROPERTY, AND NOT CAUSED IN WHOLE OR PART BY SUBSCRIBER OR ANY THIRD PARTY, SHALL NOT EXCEED THE LIMITS SET FORTH IN SECTION 12, PROVIDED THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY FOR (i) BREACH OF THE CONFIDENTIALITY PROVISIONS SET FORTH IN PARAGRAPHS 8.1 and 8.2 HEREOF, (ii) FOR DEATH OR PERSONAL INJURY CAUSED BY ONECOMMUNITY, OR (iii) FOR ANY OTHER LIABILITY WHICH MAY NOT BY APPLICABLE LAW BE EXCLUDED OR LIMITED.

- 8.2. LIABILITY OF ONECOMMUNITY. NEITHER ONECOMMUNITY NOR ITS NETWORK SERVICE SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, RELIANCE OR OTHER FORM OF MONEY DAMAGES OTHER THAN AMOUNTS COVERED SOLELY BY ONE OR MORE OF THE INSURANCE POLICIES IDENTIFIED IN SECTION 12 OF THIS AGREEMENT. THE SUBSCRIBER SHALL NOT BE ENTITLED TO RECOVERY FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY OR DAMAGES FOR THE LOSS, DELAY, NON-DELIVERY OR MISS-DELIVERY OF DATA OR INFORMATION OR SERVICE INTERRUPTION OF ANY KIND, HOWEVER CAUSED, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PROVISIONING OF THE ONECOMMUNITY NETWORK CONNECTION, OR RELATED COMMUNICATION SERVICES, WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY UNLESS SUCH LOSS IS COVERED BY ONE OR MORE OF THE INSURANCE POLICIES IDENTIFIED IN SECTION 12 OF THIS AGREEMENT.
- 8.3. SPECIFIC EXCLUSIONS. IN NO CIRCUMSTANCES SHALL ONECOMMUNITY, ITS SUBCONTRACTORS OR AGENTS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE:
- (a) THIRD PARTY CLAIMS AGAINST SUBSCRIBER FOR DAMAGES;
 - (b) LOSS OF OR DAMAGE TO SUBSCRIBER'S RECORDS OR DATA OR THOSE OF ANY THIRD PARTY;
 - (c) ANY DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO ANY SERVICE, PRODUCT OR ACTIONS OF ANY PERSON OTHER THAN US, OUR EMPLOYEES AND AGENTS, INCLUDING BUT NOT LIMITED TO DELAY, LOSS, DAMAGE OR SERVICE FAILURE ATTRIBUTABLE TO COMPUTER VIRUSES, WORMS, COMPUTER SABOTAGE, "DENIAL OF SERVICE" ATTACKS, DNS SPOOFING ATTACKS AND/OR OTHER HACKING ATTACKS OF A SIMILAR NATURE OR
 - (d) INTEROPERABILITY OF SUBSCRIBER'S EQUIPMENT OR APPLICATIONS.
- 8.4. Unauthorized Access. Except as otherwise provided in Section 3.1 of this Agreement, neither OneCommunity nor its service suppliers shall be liable for unauthorized access to Subscriber's transmission facilities or premise equipment or for unauthorized access to or alterations, theft or destruction of Subscriber's data files, programs, procedures, or information through accident, fraudulent means or devices, or any other method. Subscriber understands that neither OneCommunity nor its service suppliers are responsible for the content of the transmissions that may pass through the OneCommunity Network connection, or related communication services. Neither OneCommunity nor its service suppliers shall be liable for the accuracy or quality of information obtained or data transmitted through use of the OneCommunity Network connection, or related communication services.
- 8.5. Time Limit. No action or proceeding against either OneCommunity or Subscriber may be commenced by the other more than one (1) year after the Service(s) which is the basis for the action or proceeding is rendered, and OneCommunity and Subscriber acknowledge that this limitation constitutes an express waiver of any rights under any applicable statute of limitations which would otherwise afford additional time for such a claim.
- 8.6. Other Limitations of Liability. Other specific limitations of liability with respect to a service may be set out in applicable Addenda.

9. **Force Majeure**

- 9.1. Neither Party is responsible for delays, interruptions or other failures to perform under this Agreement due to Force Majeure. Subscriber by reason of such cause shall not be relieved of its obligation to make any required payments that are due to OneCommunity or which may become due from Subscriber's continued use of Services.

10. **Compliance with Applicable Law and Other Obligations**

- 10.1. Subscriber shall comply with all laws and regulations applicable to its use of the OneCommunity connection, or related communication services, including, without limitation, U.S. export laws concerning the transmission of technical data and other regulated materials by means of the Internet connection, or related communication services.

11. **Insurance**

- 11.1. Coverage and Limits. OneCommunity will maintain the following minimum amounts of insurance written by one or more responsible, well-rated insurance companies licensed to do business in the State of Ohio:

- (a) General Liability Insurance
 - \$1,000,000 annual aggregate – products/completed operations
 - \$2,000,000 annual aggregate other than products and completed operations
- (b) Bodily Injury and Property Damage Insurance
 - \$1,000,000 Bodily Injury and Property Damage Combined Single Limit
 - \$1,000,000 Personal Injury and Advertising Liability
 - \$500,000 Fire Legal – Building only
 - \$15,000 Medical Payments – per person
- (c) Umbrella Liability
 - \$5,000,000 Per Occurrence
 - \$5,000,000 Aggregate
- (d) Automobile Liability Insurance
 - \$1,000,000 Bodily Injury and Property Damage Combined Single Limit

- 11.2. Certificate of Insurance. Upon request, OneCommunity shall deliver to Subscriber a certificate of insurance for every Fiscal Year that Subscriber receives services of any kind from OneCommunity.

12. **Indemnity**

- 12.1. OneCommunity and Subscriber shall indemnify and hold harmless the other against any claims from any and all third parties, and for payment of any costs, fees, liabilities, damages or penalties, to the extent such claims arise as a result of non-compliance by the Indemnifying Party with its obligations under this Agreement, provided that (a) neither OneCommunity nor Subscriber shall have any obligation to indemnify the other for any claims which, if brought by the other party would be of a type or liability which is excluded under Section 9, and (b) OneCommunity shall have no obligation to indemnify Subscriber for claims by Subscriber's customers or third party end-users of the Services.

- 12.2. To the extent permitted by Ohio Law, the Subscriber agrees to indemnify, defend and hold OneCommunity, its officers, affiliates, and its agents and subcontractors harmless, from and against:

- (a) All liabilities and costs (including reasonable legal fees) arising from any and all claims by any of Subscriber's Customers or other third party end users in connection with the Services (including without limitation, any claims regarding content transmitted using the Services or a violation of data protection legislation), regardless of the form of action, provided that Subscriber will have no obligation to indemnify and defend

OneCommunity against claims which arise solely from OneCommunity's negligence or intentional misconduct or damages for bodily injury or death caused by OneCommunity's negligence or intentional misconduct;

- (b) Any and all losses, costs, damages, expenses, claims and demands, including but not limited to copyright infringement and all manner of intellectual property claims, defamation claims, claims of publication of obscene, indecent, offensive, racist, unreasonably violent, threatening, intimidating or harassing material, and claims of infringement of data protection by legislation, based on: (i) the content of any information transmitted by Subscriber or by any of its customers or end users, (ii) the use and/or publication of any and all communications or information transmitted by Subscriber or by any of its customers or end users, or (iii) the use of Service(s) by Subscriber in any manner inconsistent with the terms of this Agreement; and
- (c) Any failure by Subscriber to comply with any warranties under this Agreement and/or any Addenda hereto.

13. Notice

13.1. Notices to Subscriber. OneCommunity may provide all notices and other communications electronically to Subscriber at:

Name and Title: Phil LeMay Director of IT
E-mail Address: plemay@ths.org

OneCommunity shall provide all notices required in writing as detailed in this Agreement to Subscriber at:

Company Name: Trinity High School
Attention: Phil LeMay
Street Address: 12425 Granger Rd
City, State, ZIP: Garfield Hts, Oh 44125

Non-electronic notices and communications shall be considered effective when received by Subscriber via registered or certified mail, or by any national commercial courier service providing a record of receipt to OneCommunity.

13.2. Notices to OneCommunity. Subscriber may provide all notices and other communications electronically to OneCommunity at:

Name and Title: Brett Lindsey, Chief Operating Officer
E-mail Address: brett.lindsey@onecommunity.org

Subscriber shall provide all notices required in writing as detailed in this Agreement to OneCommunity at:

Company Name: OneCommunity
Attention: Brett Lindsey
Street Address: 800 West St. Clair Ave, 2nd Floor
City, State, ZIP: Cleveland, OH 44113

Non-electronic notices and communications shall be considered effective when received by OneCommunity via registered or certified mail, or by any national commercial courier service providing a record of receipt to Subscriber.

14. **Assignment, Severability, Survivability, Successors and Assigns**

- 14.1. Assignment. Neither Party may assign any rights or obligations under this Agreement without the other Party's prior written consent, except that either Party may assign this Agreement, after thirty (30) days prior written notice, to a parent company or controlled affiliate (but only so long as it remains so controlled). OneCommunity may subcontract any service or obligation to be performed for Subscriber, but OneCommunity will be responsible under the terms of this Agreement.
- 14.2. Severability. If any provision of this Agreement is illegal or unenforceable, the Agreement's unaffected provisions will remain in effect.
- 14.3. Survivability. The terms and conditions of this Agreement regarding confidential information, indemnification, warranties, payment and all others that by their context are intended to survive the expiration or termination of this Agreement will survive and continue in effect.
- 14.4. Successors and Assigns. This Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

15. **Conflicts**

- 15.1. If documents referred to in this Agreement conflict with one another (including conflicting contract expiration dates), they will prevail in the following order:
- (a) Applicable Addendum or Attachment
 - (b) Service Agreement
 - (c) Master Services Agreement

16. **Addenda and Attachments**

- 16.1. This Agreement includes such Addenda and Attachments as the Parties shall from time to time agree to include within its terms. Additional Addenda and Attachments may be executed by authorized representatives of the Parties and will refer to and be incorporated into this Agreement, but only if signed by both Parties.

17. **Entire Agreement**

- 17.1. The Master Services Agreement, this Network Service Agreement, any Service Agreements, and any Attachments, Addenda and referenced herein constitute the entire Agreement between the Parties and supersede all prior or contemporaneous negotiations or Agreements, whether oral or written, relating to their subject matter.

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE:

OneCommunity

By: *Brett Lindsey*
Authorized Signature

Brett Lindsey
Name (Print or Type)

COO
Title

3/19/17
Date



Customer

By: *Linda Bacho*
Authorized Signature

Linda Bacho
Name (Print or Type)

Principal
Title

March 7, 2012
Date

ADDENDUM A

1. **Basic Services.** The basic services provided by OneCommunity to GLW(Subscriber) are:
 - 1.1. Design and Installation. Assistance in the design, selection and installation of the connection between the Customer network and the OneCommunity Network.
 - 1.2. Equipment Selection and Acquisition. Purchase, installation, maintenance and operation of OneCommunity Network equipment at the Customer site, if required.
 - 1.3. Minimum Guaranteed Bandwidth. A 1.5 Mbps to 10 Gbps connection between the Subscriber site and the OneCommunity Network and the Internet. The interface between this connection and the Subscriber's router consists of a single-mode or multi-mode fiber or copper 100/1000/10000 Mbps Ethernet connection, as agreed between the Parties in Addendum B. The connection value contracted for in Addendum B represents the Minimum Guaranteed Bandwidth to be provided by OneCommunity. Unless otherwise provided for in Addendum B, Subscriber provides the 1 Gbps to 10 Gbps interface on the Subscriber's switch or router.
 - 1.4. IP Transport between each Subscriber site and:
 - (a) Other Northeast Ohio Subscriber sites connected to the OneCommunity Network;
 - (b) Other OneCommunity Subscriber sites and services;
 - (c) The internet.
 - A bandwidth capped service for Internet access where OneCommunity may cap the bandwidth available at each Subscriber site to no less than the maximum of the selected Internet Usage Level from Addendum B. Subscriber may request lower bandwidth caps.
 - OneCommunity calculates Internet Usage for each Customer by separately measuring input and output bandwidth usage at 5 minute intervals. The Usage for a Customer is the value of the highest remaining sample after throwing out the top 5% of each category. The Customer's total Usage is the sum of the Usage for all of Customer's sites.
2. **Network Operations Support**
 - 2.1. Network Operations Center (NOC). OneCommunity will provide network operations support on a 7x24x365 basis (seven days a week, 24 hours a day, 365 days per year). Customer will use best efforts to comply with reasonable procedures established from time to time by OneCommunity to best assure the ability of OneCommunity to diagnose, maintain and correct disruptions in network services. A detailed description of OneCommunity's operations support, procedures and related matters is available upon request to the OneCommunity Network Operations Center.
 - 2.2. Core NOC Functions.
 - (a) Open Service Inquiries and Tickets on all events and alarms;
 - (b) Open Service Inquiries and Tickets on all reported trouble items;
 - (c) Conduct fault investigation and identification;
 - (d) Implement network repair and service restoration, including maintenance and upgrades;
 - (e) Provision of remote logical service reconfiguration;
 - (f) Dispatch field technical service to Subscriber location as required;
 - (g) Monitor and report on network status and Subscriber connectivity status.

2.3. Network Uptime Service Level Agreement. The Service Level Agreement for uptime is defined as the amount of time a Subscriber has service as measured over the course of the year.

- (a) Our basic Service Level Agreement for Network uptime for managed Ethernet, MPLS, VPN and Internet Service Delivery is 99.99%.
- (b) Our basic Service Level Agreement for Fiber Services (OneCommunity Infeasible Rights of Use (IRU) and leased fiber optic services) is 99.9%
- (c) Custom uptime levels may be negotiated and documented in Addendum B.
- (d) Planned or Emergency Maintenance events are not factored into the Service Uptime Calculation
- (e) OneCommunity calculates network uptime during a calendar month as follows:

$$\text{Availability (within calendar month)} = \frac{\text{total minutes in month} - \text{total minutes of unavailability in month}}{\text{Total minutes in a month}}$$

2.4. Mean Time to Repair (MTTR) Service Level Agreement is based upon the amount of time it takes to restore services measured from the time the ticket is opened to the time the ticket is closed. MTTR times vary based on whether the problem being addressed physically resides on the OneCommunity Network (On-Net) or on a third party provider/Subscriber network (Off-Net).

TYPE OF SERVICE	MTTR
Internet OneCommunity On-Net services	Four (4) Hours
Internet OneCommunity Off-Net services	Six (6) Hours
Fiber Services (OneCommunity On-Net Only)	Eight (8) Hours

Note: Force Majeure acts are not covered under OneCommunity's MTTR SLA. Force Majeure includes, without limitation: fire, flood, lightning, explosion, war, act of terrorism, strike, riots, embargo, labor dispute, government requirement, civil or military authority, act of God or nature, acts or failure to act of any governmental authority.

2.5. Definition and Classification of Service Outages. The following represent the OneCommunity NOC's standard classification for incoming trouble tickets and network issues:

Priority	Description
0 – Catastrophic Outage	<ul style="list-style-type: none"> • Priority 0 is defined as an entire network affecting outage that affects a large majority of customers and it caused by complete failure of a device or fiber optics system. • Priority 0 outage also includes a carrier partner network outage where all or most customers connected through a carrier partner is without service
1 – Critical Outage	<ul style="list-style-type: none"> • Priority 1 is defined as an outage affecting a single customer where service is unavailable for use.
2 – Major Outage	<ul style="list-style-type: none"> • Priority 2 outage is defined as an outage affecting a single customer where service is intermittent but still usable
3 – Minor Outage	<ul style="list-style-type: none"> • Priority 3 outage is defined as an outage affecting one customer where service is available but service is slow or minor packet loss
4 - Acknowledgement	<ul style="list-style-type: none"> • Priority 4 outage is defined as an outage affecting a single customer where service is available but specific applications

	are slow or not operating properly with customer configuration.
5 - Monitoring	<ul style="list-style-type: none"> • Priority 5 is defined as a circuit that is monitored due to intermittent problem to assist in looking at a possible future failure • Priority 5 is used for proactive troubleshooting to locate an issue before it becomes a minor, major, or critical issue.

3. Subscriber Connections via Third Party to the OneCommunity Network

3.1 Third Party Connections. At Subscriber's written request, OneCommunity will provide to Subscriber, pricing for the installation and maintenance of a connection from an agreed upon Subscriber site to the OneCommunity Network via a Third Party Provider. Subscriber may elect in writing to have OneCommunity, on Subscriber's behalf, be responsible for procuring a connection between Subscriber's site and the OneCommunity Network. Should Subscriber elect in writing to have OneCommunity procure a Third Party connection, OneCommunity will oversee the installation and maintenance of that connection on Subscriber's behalf, and will provide connection engineering and maintenance support during and after the installation of the connection. OneCommunity will provide routine and reasonable services related to network interface planning, engineering, and consulting support in installing and configuring the Subscriber's Third Party connection to the OneCommunity Network. Based on the Parties' written agreement, Subscriber is directly responsible for the payment of all installation, recurring and non-recurring charges required to be paid to OneCommunity or third parties with respect to each Subscriber connection to the OneCommunity Network. Payments for these services will be due when Subscriber orders the connection.

4. Subscriber Connections via Fiber Build to the OneCommunity Network

4.1 Fiber Builds. At Subscriber's written request, OneCommunity will provide to Subscriber, pricing for the installation and maintenance of a dedicated fiber connection from an agreed upon Subscriber site to the OneCommunity Network. Subscriber may elect in writing to have OneCommunity, on Subscriber's behalf, be responsible for procuring a dedicated fiber connection between Subscriber's site and the OneCommunity Network. Should Subscriber elect in writing to have OneCommunity procure a dedicated fiber connection, OneCommunity will oversee the installation and maintenance of that connection on Subscriber's behalf, and will provide connection engineering and maintenance support during and after the installation of the connection. OneCommunity will provide routine and reasonable services related to network interface planning, engineering, and consulting support in installing and configuring the Subscriber's dedicated fiber connection to the OneCommunity Network. Based on the Parties' written agreement, Subscriber is directly responsible for the payment of all installation, recurring and non-recurring charges required to be paid to OneCommunity or third parties with respect to each Subscriber dedicated fiber connection to the OneCommunity Network. Payments for these services will be due when Subscriber orders the connection.

5. Ownership of Connection

5.1. Any Connection from the OneCommunity Network up to the Demarcation Point becomes part of the OneCommunity Network upon installation and Customer full payment. Customer has no ownership interest in the connection up to the Demarcation Point.

6. Bandwidth Increases and Additional Sites

6.1. Service Upgrades. At any time, Subscriber may elect in writing to increase the bandwidth of its connection to the OneCommunity Network or the number of Subscriber sites connected to the OneCommunity Network. As part of a Service Upgrade, Subscriber will use best efforts to cooperate with OneCommunity in coordinating the engineering, installation, testing and production use of the new connection except as provided elsewhere in this Agreement. If the Service Upgrade imposes different requirements for environmental conditions, supplemental equipment or similar items, Subscriber will have the option to comply with those requirements and acquire (either directly or through

OneCommunity) the necessary equipment and pay any and all OneCommunity Fees due under the respective Addendum B, continue the Agreement according to the original terms, or terminate the Agreement.

7. EQUIPMENT RECOMMENDATIONS

7.1 Customer agrees to use best efforts to house OneCommunity-provided equipment in accordance to the "Environmental Recommendations" provided by OneCommunity. This includes the provisioning of power and space for equipment needed to operate connection at Subscriber site to OneCommunity Network.

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE:

OneCommunity

By: [Signature]
Authorized Signature

Brett Lindsey
Name (Print or Type)

COO
Title

3/9/12
Date

GLW Trinity High School

By: [Signature]
Authorized Signature

Principal - Linda Baldo
Name (Print or Type)

Principal
Title

MAR 7, 2012
Date

ADDENDUM B

Service Order

Addendum B Site Number: B-1
Client: TRINITY HIGH SCHOOL
OneCommunity Head End (A-Site): OneCommunity 1255 Euclid Ave Cleveland, OH 44113
Client Circuit Address (Z-Site): Trinity High School
12425 Granger Rd.
Garfield Heights, Ohio 44125

SITE CONNECTION, SERVICE & EQUIPMENT FEES

Non-Recurring Charges	
One-Time Installation Fee	\$2,500.00
Total	\$2,500.00

Services:	Monthly Site Fees:
Maximum Guaranteed Circuit Bandwidth: 20 Mbps	
Ethernet Services	\$700.00
Internet Services (20mb internet \$15/mb/month)	\$300.00
Total	\$1000.00

Billing Cycle: Monthly upon services start

Term: Three Years (36 months)

ACCEPTED AND AGREED AS OF THE EFFECTIVE DATE:

OneCommunity

By: *Brett Lindsey*
Authorized Signature
BRETT LINDSEY
Name (Print or Type)
COO
Title
3/9/12
Date

Customer

By: *Linda Bacho*
Authorized Signature
Linda Bacho
Name (Print or Type)
Principal
Title
March 7, 2012
Date