ENA Services LLC

MASTER SERVICES AGREEMENT

The **MASTER SERVICES AGREEMENT** (the "*Agreement*") effective as of July 1, 2023, by and between ("ENA Services LLC"), and Suwannee County School Board ("SCSB").

ENA Services LLC has submitted a service agreement (Exhibit A) to SCSB for the delivery of certain Internet-related services. ENA Services LLC and SCSB contemplate that funding for a substantial portion of the fees payable by SCSB to ENA Services LLC for such services and equipment will be provided by the Schools and Libraries Universal Service Support Mechanism, a federal government program commonly referred to as E-rate ("*E-rate*"), which is administered for the Federal Communications Commission by the Schools and Libraries Division ("*SLD*") of the Universal Service Administrative Company. SCSB wishes to accept ENA Services LLC proposal and to engage ENA Services LLC on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of mutual covenants and agreements contained herein and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby represent, warrant, covenant and agree as follows:

1. DELIVERY OF SERVICES. SCSB hereby engages ENA Services LLC to provide during the term (as defined below) the services listed in Exhibit A attached hereto under the heading Services Provided (collectively, the "*Services*:"), at the District building and all locations and/or schools within the school district (collectively, the "Service Locations"). ENA Services LLC hereby accepts such engagement on the terms and conditions set forth herein. Nothing in Exhibit A supersedes this Master Agreement.

2. TERM.

2.1 The initial term (the "*Initial Term*") of this Agreement with respect to the provision of the Services and the lease of bandwidth delivery services shall be for a period of a one (1) year term with four (4) one (1) year extensions., beginning on July 1, 2023 (the "*Commencement Date*"), and ending on the day prior to the anniversary of the Commencement Date, unless sooner terminated in accordance with the terms and conditions as herein set forth.

3. PAYMENTS TO ENA Services LLC

3.1 For and in consideration of ENA Services LLC's delivery of the Services and the access to the Leased Access Hosting Environment in accordance with the terms of this Agreement, SCSB shall pay to ENA Services LLC, each year during the Term, the amount set forth in Exhibit A, as adjusted in accordance with Section 5.4 hereof (the "*Annual Payment*"). SCSB shall be responsible to pay to ENA Services LLC any and all portions of the Annual Payment not funded by SLD, whether by mistake or otherwise.

3.2 With respect to the Initial Term, the portion of the total annual cost of service not funded by, or predicted to not be funded by, the SLD shall be due and payable to ENA Services LLC on or around the contract commencement date, regardless of the SCSB's receipt of the SLD Funding Commitment.

4. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND COVENANTS OF ENA Services LLC.

4.1 ENA Services LLC hereby represents and warrants to SCSB that ENA Services LLC has good and marketable title to ENA Services LLC and its related components, and that ENA Services LLC is authorized to enter into this Agreement, to provide the Services as provided for in this Agreement, and to provide access to the Leased Access Hosting Environment.

4.2 ENA Services LLC shall, at its own expense, repair, maintain and, if necessary, replace any or all network equipment in order to maintain reliable and consistent internet access by SCSB.

4.3 ENA Services LLC shall render the services under this Agreement in accordance with all federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act, Civil Rights laws, E-Verify, Florida Statutes, and Board of Education policies and procedures. ENA Services LLC further agrees it will indemnify and hold SCSB, its agents, servants and successors harmless from any claims asserted against SCSB arising out of ENA Services LLC's violation of FERPA or a violation of SCSB's policies and procedures, including for any costs and attorney's fees incurred by SCSB in defending such claims. While performing services under this Agreement, ENA Services LLC agrees to refrain from harassment and discrimination on the basis of race, age, color, religion, sex, disability, marital status, ancestry or national origin.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SCSB.

5.1 SCSB hereby represents and warrants to ENA Services LLC as follows:

(a) SCSB has all requisite power and authority to execute and deliver this Agreement and perform its obligations under this Agreement. The execution and delivery of this Agreement by SCSB and the consummation by SCSB of the transactions contemplated hereby have been duly authorized by SCSB, and no other proceedings on the part of SCSB are necessary to authorize this Agreement and the transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by SCSB and constitutes a legal, valid and binding agreement of SCSB, enforceable against SCSB in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, or other laws affecting creditors' rights generally and except as may be limited by general principals of equity. SCSB has complied in full with all applicable public bidding and other applicable legal requirements concerning this Agreement and the transactions contemplated hereby.

(b) SCSB has sufficient appropriations and other funds available to it to pay all amounts due hereunder for its current fiscal period, including the Annual Payment for the initial Term.

6. INDEMNIFICATION.

6.1 SCSB agrees to indemnify and hold ENA Services LLC, its agents, servants, and successors harmless for any claims, costs, losses, or damages caused by or arising out of SCSB's willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

6.2 ENA Services LLC agrees to indemnify and hold SCSB, its board of education, agents, servants, and successors harmless for any claims, costs, losses, or damages arising out of or caused by ENA Services LLC willful or negligent acts or omissions related to the performance of any duties required by this Agreement.

7. TERMINATION.

7.1 Any obligations incurred by SCSB under this Agreement shall be paid from funds allocated for this purpose and the SCSB agrees to act in good faith in budgeting funds to pay its obligations under this agreement. Notwithstanding any other provision of this Agreement, if funds anticipated for the continued fulfillment of this Agreement are at any time not forthcoming or insufficient, as determined in the discretion of the SCSB, then SCSB shall have the right to terminate this Agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

7.2 Either party may terminate this Agreement for material breach of the contract. Before termination, the non-breaching party must give the breaching party written notice of its intent to terminate. If the breaching party cures the breach to the satisfaction of both parties within five (5) working days of the issuance of written notice, the contract will not be terminated. In the alternative, either party may terminate this Agreement without cause with thirty (30) days written notice.

7.3 At the time of termination, any amount paid by the SCSB, but not yet earned by ENA Services LLC will be returned to the SCSB on a pro-rata basis. The SCSB will pay ENA Services LLC for any non-cancellable obligations and services performed before the termination date.

8. MISCELLANEOUS.

8.1 Before the commencement of work for SCSB, ENA Services LLC shall provide SCSB with a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in the federal work authorization program. Federal work authorization program means the E-Verify Program maintained and operated by the United States Department of Homeland Security and the Social Security Administration, or any successor. ENA Services LLC shall also provide SCSB an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

8.2 All notices and other communications hereunder shall be in writing and shall be deemed to have been given only if and when: (1) personally delivered; or (2) three business days after mailing, postage prepaid, by certified mail; or (3) when delivered (and receipted for) by an overnight delivery service; or (4) when delivered by facsimile transmission for which automatic confirmation has been received, addressed in each case as follows:

If to SCSB, to:

Suwannee County School Board

Attn: Josh Williams, Director of Information Technology

1740 Ohio Street South

Live Oak, FL 32064

Telephone: 386-647-4103

CC: Suwannee County School Board

Attn: Ted L. Roush, Superintendent of Schools

1740 Ohio Street South

Live Oak, FL 32064

Fax: 386-364-2635

Telephone: 386-647-4604

If to ENA Services LLC, to:

ENA Services LLC

618 Grassmere Park Drive

Suite 12, Nashville, TN 37211

A party may change its address by written notice, given in accordance with this Section, to the other party.

8.5 All covenants, agreements, representations, and warranties made herein or any certificate or instrument delivered to the parties pursuant to this Agreement shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

8.6 All waivers and consents given hereunder shall be in writing. No waiver by any party of any breach or anticipated breach of any provision hereof by the other party shall be deemed a waiver of any other contemporaneous, preceding or succeeding breach or anticipated breach, whether or not similar, on the part of the same or the other party.

8.7 This Agreement, including the exhibits and appendices hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written instrument specifically referring to this Agreement signed by each of the parties or as otherwise provided in this Agreement.

8.8 No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party to this Agreement by any court or other governmental or judicial authority by reason of such party's having or being deemed to have structured or dictated such provisions.

8.9 Each of the parties agree that this Agreement will fully bind and inure to the benefit of the parties hereto and their respective successors and assigns.

8.10 All conditions of the obligations of the parties, and all undertakings herein, except as otherwise provided by a written consent, are solely and exclusively for the benefit of the parties and their permitted successors and assigns, and no other person or entity shall have standing to require satisfaction of such conditions or to enforce such undertakings in accordance with their terms or be entitled to assume that any party will refuse to complete the transactions contemplated hereby in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed a beneficiary of such conditions or undertakings, any or all of which may be freely waived in whole or in part, by mutual consent of the parties at any time, if in their sole discretion they deem it desirable to do so.

8.11 This agreement will be governed by and construed in accordance with the laws of the State of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction.

The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this Agreement.

8.12 The Section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

8.13 In case any provision in this Agreement shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be affected or impaired thereby.

8.14 This Agreement may be executed in two or more counterparts, all of which taken together shall constitute one instrument.

8.15 ENA Services LLC certifies that, by submission of this document, that neither it nor its agents are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of this 14th day of February, 2023.

SCHOOL BOARD OF SUWANNEE COUNTY, FLORIDA

By: _____

Name: Jerry Taylor

Title: Chairman

ATTEST: _____

Name: Ted L. Roush

Title: Superintendent of Schools

"Approved as to Form and Sufficiency
BY _____
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

ENA Services LLC

By: DocuSigned by: Kathryn O'Connor BE65FF62D5644FD...

Name: Kathryn O'Connor

Title: Representative

DS DK

Exhibit A

ENA UNIFIED MASTER SERVICE AGREEMENT

Client Name:	Suwannee County School Board
Mailing and Notice Address:	1740 Ohio Avenue South Live Oak, FL 32064
Contact Name, Phone and E-Mail Address:	Josh Williams, 386-647-4100 josh.williams@suwannee.k12.fl.us

This MASTER SERVICE AGREEMENT ("Agreement") is by and between ENA Services LLC, a Delaware limited liability company having its principal place of business at 618 Grassmere Park Drive, Suite 12, Nashville, TN 37211 ("Company"), and the Client identified above ("Client"), as of July 1, 2023 (the "Effective Date").

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

SECTION 1: SERVICES

1.1 Services. Subject to the terms and conditions of this Agreement, Company shall provide Client with certain Services. Company's Services and pricing are described in the attached Schedules of Service(s) and/or Statement(s) of Work (the "Schedule(s)"), which may be entered into from time to time. As used herein, the term "Services" includes all services, software, products and deliverables provided by Company to Client, including but not limited to professional services and online services. To the extent the Customer sought bids for additional services not included in the initial Schedule of Services and the pricing for those services were included in ENA's bid response or as an addendum to this Agreement, the parties agree that the Customer may elect to purchase those other services during the term of this Agreement

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

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

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

SECTION 2: FEES AND PAYMENT TERMS

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

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

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

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

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

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

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

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

SECTION 3: CLIENT OBLIGATIONS

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

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

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

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

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

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

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

(a) for illegal purposes;

(b) to transmit threatening, obscene or harassing materials, or

(c) to interfere with or disrupt other network users, network services or network equipment.

3.8 User Content.

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

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

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

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

SECTION 4: CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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

SECTION 5: DISCLAIMERS AND LIMITATIONS OF LIABILITY

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

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

5.3 Limitation of Liability. Except for the willful misconduct of Company, Company will not be liable for unauthorized access to Client's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Client's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of Company's actions or inaction. Company's liability for damages to Client for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Client to Company for the Service giving rise to the claim during the one year period preceding the incident giving rise to the claim for damages.

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

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

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

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

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

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

SECTION 6: TERM AND TERMINATION

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

6.2 Termination.

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

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

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

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

(c) Upon the effective date of expiration or termination of this Agreement or any of its Schedule(s): (a) Company will immediately cease providing the Services, (b) any and all payment obligations of Client under this Agreement or Schedule(s) will become due immediately, and (c) within

fourteen (14) days of termination, Client shall return any confidential materials and documentation relating to the Services, and certify to Company that such has been deleted or destroyed. All indemnification obligations, together with all other provisions of this Agreement which may reasonably be interpreted as surviving the expiration or termination of this Agreement shall survive.

SECTION 7: INTELLECTUAL PROPERTY & PUBLICITY

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

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

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

SECTION 8: GENERAL PROVISIONS

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

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

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

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

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

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

8.6 Notice And Payment.

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

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

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

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

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

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

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

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

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

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

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

[signatures on next page]

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

COMPANY:

ENA Services, LLC

By: Gayle Nelson

Name: Gayle Nelson

Title: Chief Revenue Officer

Date: November 11, 2022

CLIENT:

Suwannee County School Board

By:

Name: Ted L. Roush

Title: Superintendent

Date: FEB 14 2023

By:

Name: Jerry Taylor

Title: Board Chair

Date: FEB 14 2023

Approved as to legal form and sufficiency:

By:

Name: Leonard J. Dietzen, III

Title: Board Attorney

Date: FEB 14 2023

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

This Rider, entered into by ENA Services, LLC and Affiliates, a Delaware limited liability company ("**ENA**") and Suwannee County School Board ("CLIENT") (together, the "Parties") and effective as of the date last signed below ("Effective Date"), shall be integrated into any and all current Agreement(s) between the Parties inclusive of pre-existing attachments, schedules and exhibits to the Agreement(s). The term of this Attachment is defined by the Agreement. Insofar as any provision of this Attachment is declared illegal or void, the Parties agree that they will remain bound by all other provisions of this Rider. If there are any inconsistencies between this Rider and the Agreement(s), the terms and conditions of this Rider shall control.
For the purposes of this Rider: "Initial Term" is defined, in accordance with Section 6.1 of the Agreement, or the appropriate term reference in the integrated Agreement(s) should 6.1 not refer to the Initial Term.

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

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

1. Client Elections. CLIENT acknowledges its obligation, upon E-Rate approval, to timely designate the method by which it will receive E-Rate discounts for each such Service.

    a. Billed Entity Application Reimbursement ("BEAR") - Form 472. If CLIENT utilizes the BEAR (Form 472) method, it is solely CLIENT's responsibility to ensure the accuracy of the BEAR (Form 472) and the amounts sought to be recovered through the E-Rate program.

    b. Service Provider Invoice form - ("SPI") - Form 474. After ENA has received notification of approved funding, an approved Form 486, and CLIENT has confirmed the appropriate Services to be discounted per Funding Request Number, ENA will then provide E-Rate program discounts and will file a Form 474 SPI. CLIENT agrees to promptly submit any ENA or USAC/SLD Forms needed to support requests for reimbursement of Services rendered.

2. Reimbursement of USAC/SLD. If USAC/SLD seeks reimbursement from ENA of E-Rate funds as a result of CLIENT's failure to comply with the E-Rate rules or regulations, including CLIENT delays in submitting required forms or contracts; or, if USAC/SLD determines that Service(s) that it had previously approved for discounts are not eligible and funds must be returned (a "ComAd") (other than as the result of ENA's failure to comply with the E-Rate requirements), then CLIENT shall reimburse ENA for any such funds ENA must return to USAC/SLD within ninety (90) days of notice from USAC/SLD seeking reimbursement. In addition, CLIENT agrees and acknowledges that a determination of ineligibility does not affect the obligations set forth in the integrated Agreement(s), including those obligations related to payments, fees and early termination fees.

3. Requested Information. If requested, CLIENT will promptly provide ENA with final copies of the following E-Rate-related materials (including all attachments) prepared by or for CLIENT: (i) Form 471 and Item 21 Attachment; if appropriate, (ii) Form 486; (iii) Form 500; (iv) Service Substitution Request; (v) Service Certification Form; and, (vi) Form 472-BEAR. If the CLIENT issues purchase orders, CLIENT shall clearly delineate between eligible and ineligible Services on those orders.

4. Representations, Warranties and Breaches of the Agreement. Each Party represents, warrants and agrees that it is, as specified in the integrated Agreement(s), contractually obligated to comply with all laws and the requirements applicable to the E-Rate Program. In addition to any contractual obligations set forth in the Agreement and to the extent permitted by law, each Party agrees that it is required by the incorporated Agreement(s) to pay to the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) as consideration for the Service(s) any payments made to third parties (including FCC or USAC/SLD claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the breaching Party's violation of the requirements of the E-Rate Program or other breaches of the Agreement and the representations, warranties contained in it.

5. As a condition to the provision of the Service(s), CLIENT must choose ONE of the TWO billing options below by placing a X in the space to the left of the option choice.

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

   ___ **Option 1: Proceed now**

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

   In selecting option 1:
   - CLIENT desires that Services commence on or about 7/1/2023.
   - CLIENT intends to seek funding from the USAC/SLD, but acknowledges that it may not receive an FCDL prior to this date, and that it is possible that USAC/SLD may not approve funding or may delay its decision.
   - CLIENT acknowledges that there is no right to terminate early the services or service components provided on the basis of this attachment if E-rate funding is delayed or denied.
   - CLIENT agrees to seek reimbursement from USAC/SLD for service period prior to FCDL approval using the BEAR process.

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

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

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

In selecting option 2:

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

6. Service Substitutions and Suspension of Payments. ENA will provide Services and Service Components only as approved by the SLD and may suspend activities pending approval of service substitution requests. Insofar as ENA services are being reimbursed with E-Rate funds and ENA becomes aware that USAC/SLD has suspended payment resulting from a possible program rule violation or breach of the Agreement by Client and, accordingly, suspension of services, ENA may continue Services upon execution of an agreement mutually satisfactory to both parties.

7. Non-Appropriations. By executing the Agreement and ordering Services, CLIENT warrants that CLIENT has funds appropriated and available to pay all amounts due hereunder through the end of CLIENT's current fiscal period. CLIENT further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Initial Term. In the event CLIENT is unable to obtain the necessary appropriations or funding for the Service(s), CLIENT may terminate the Service(s) upon the following conditions: (i) CLIENT has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite CLIENT's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Service(s); and (iii) CLIENT has negotiated in good faith with ENA to develop revised terms, an alternative payment schedule or a new agreement to accommodate CLIENT's budget for such Service(s). No penalty shall accrue to CLIENT in the event this provision is exercised, and CLIENT shall not be obligated or liable for any future payments due or any damages as a result of termination under this Attachment.

8. Early Termination. Early Termination is defined to mean termination by Client prior to the expiration of the Initial Term for any reason other than ENA's failure to comply with the requirements of the E-Rate Program or ENA's uncured breach of the Agreement. If Service(s) are subject to Early Termination, Client agrees as the Date of Early Termination: (i) to pay all Fees and other amounts due for Service(s) incurred through Date of Early Termination, (ii)

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

SO AGREED by the Parties' respective authorized signatories:

ENA:

ENA Services, LLC

By: Gayle Nelson

Name: Gayle Nelson

Title: Chief Revenue Officer

Date: November 11, 2022

By: Jerry Taylor

Name: Jerry Taylor

Title: Board Chair

Date: FEB 14 2023

CLIENT:

Suwannee County School Board

By:

Name: Ted L. Roush

Title: Superintendent

Date: FEB 14 2023

Approved as to legal form and sufficiency:

By:

Name: Leonard J. Dietzen, III

Title: Board Attorney

Date: FEB 14 2023

SCHEDULE OF SERVICES

No. 1

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA Services, LLC and Affiliates, a Delaware limited liability company ("**ENA**") and Suwannee County School Board ("Client") on July 1, 2023 (the "Agreement"), Client desires to purchase some or all of the Services described in this Schedule of Services (the "Schedule"). Client's Purchases of Services from this Schedule will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

Service Ordered (Check All Applicable Below)

☒	Broadband	☐	Wi-Fi/LAN
☐	Communication	☐	Security
☐	Cloud	☐	Other
☐	Video Collaboration Powered by Zoom		

Description and Price of Services

Check one:

☐ Described below ☒ Described in the attached document(s)

Pricing for services as described in the cost proposal for RFP #760E-23A.4 for Data Services, 470 #230002620

Term (construed in conjunction with any documents attached to this Schedule)

Initial Term: 12 months

Renewal Term(s): 4 Number of Renewal Terms *enter '0' if none permitted*; 12 Length of each Renewal Term (in months)

Maximum Contract Length (if all renewal terms exercised): 60 Months

Schedule of Service Term Start Date (at install unless specified herein): 7/1/2023 (to 6/30/2024)

Billing Address and Billing Contact Information

Suwannee County School District
Attn: Accounts Payable
1740 Ohio Avenue South
Live Oak, FL 32064

[signatures on last page]

SCHEDULE OF SERVICES

(begin modifications)

In entering into this Schedule, the Parties hereby modify the terms and conditions of the Agreement as follows solely related to Service(s) delivered under this Schedule:

(add) **Terms and Conditions.** Proposal contracts shall be based on a one (1) year term with four (4) one (1) year extensions. The initial one (1) year term shall start July 1, 2023, and end June 30, 2024. The Owner reserves the option to extend this contract for a period of four (4) one (1) year extensions through June 30, 2028, not to exceed a total of five (5) contract years. An extension option must be mutually acceptable to both parties. Any request for an acceptance of an extension shall be in written form and shall include any requests and justifications for adjustment in compensation. If Respondents can provide lower rates by extending the length of the contract, please provide this option as part of the response.

(add) **Service "Growth Clause"**. Growth Services may or may not be requested by the Owner during the contract term. The "Growth Clause" shall not require a change in contract terms. The "Growth Clause" shall include a price for all existing service types plus any additional services of the same type/speeds/bandwidths of 15Gbps and 20Gbps. Respondent shall include growth bandwidth and growth pricing in the contract for any potential upgrades.

(end modifications)

Other than the modifications indicated above, nothing in this Schedule or its attachments is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

SCHEDULE OF SERVICES

COMPANY:

ENA Services, LLC

By: Gayle Nelson

Name: Gayle Nelson

Title: Chief Revenue Officer

Date: November 11, 2022

By: Jerry Taylor

Name: Jerry Taylor

Title: Board Chair

Date: FEB 14 2023

CLIENT:

Suwannee County School Board

By:

Name: Ted L. Roush

Title: Superintendent

Date: FEB 14 2023

Approved as to legal form and sufficiency:

By:

Name: Leonard J. Dietzen, III

Title: Board Attorney

Date: FEB 14 2023

1. Itemized Bid Price Sheet

ENA provides cost-effective solutions that enable our customers to **do more with less**. ENA's comprehensive service approach and proposed solution is designed to reduce costs, maximize E-rate funding, increase organizational capacity, and reduce the burden on your technology and administrative personnel resources.

ENA's proposal does not include any special construction so we have not included **Appendix A: Special Construction Cost Breakdown**.

Fully Managed Wide Area Network (WAN)

Based on Site Locations as Indicated Below:
Branford HS -405 Reynolds Street NE, Branford, FL 32008

Monthly Recurring Price Per Site Before E-Rate Discount	
Service Speed	Term (Months)
	12
10 Gbps	$4,100
15 Gbps	$7,700
20 Gbps	$8,700

Pricing Footnotes for ENA Wide Area Network (WAN) Service

- ENA's fully managed WAN is priced as one service and reflects the price before any E-rate discount is applied. This service includes circuit, end site router, equipment maintenance, service monitoring, field support, Service Level Agreement (SLA), and all required ENA equipment. All service pricing listed is per month, per unit, and per site.
- Additional Wide Area Network (WAN) service options are available at increments between the speeds and prices listed in the pricing chart above.
- The 12-month term option is eligible for four voluntary 12-month extensions at the listed price.
- The 36-month term option is eligible for two voluntary 12-month extensions at the listed price.
- ENA will notify the customer once the carrier installs the circuit, and ENA is ready to turn up service. ENA will then work with the customer to determine a mutually agreed upon date to turn up service. In the event of customer delays in turning up service, ENA reserves the right to start billing the customer for the service two weeks after ENA's notification that service is ready to be turned up.
- All service delivery prices (including optional services) are based on expected site readiness to receive the services including conduit, electrical capacity, backer board, and similar. If site walkouts determine a need for site make-ready work, then service may not be available until such work is completed by the customer.

- ENA WAN services are subject to ENA's acceptable use policy, the Master Service Agreement (MSA), and tariffs. ENA's Unified MSA and E-rate Rider for ENA WAN services can be found in **Tab 2. Service Agreement, B. Master Service Agreement (MSA)**.

- There are currently no governmental fees applicable to the broadband services requested. However, if such fees become applicable in the future, governmental fees (to the extent the customer is not exempt from such fees) including state, local, and federal taxes, fees, Universal Service Fund (USF) fees, E911 taxes/fees, and similar are in addition to the above rates. These fees will be charged at the applicable rates set by governmental entities and are subject to change over the life of the service contract.

- If services are subject to early termination, the customer agrees at the date of early termination: (i) to pay all fees and other amounts due for service(s) incurred through date of early termination, (ii) reimburse all otherwise unrecovered charges incurred by ENA for the service(s), both recurring and non-recurring through the date of early termination, and (iii) pay all direct and reasonable costs associated with the termination of the service(s) through the date of early termination. For purposes of this section, "direct costs" are costs that ENA incurs from persons not a party, such as, without limitation, underlying carriers and/or vendors with whom ENA subcontracts to provide the service(s), as a result of early termination of service(s) and/or a site. ENA shall not be reimbursed for any anticipatory profits which have not been earned up to the date of early termination. The client further agrees that it will not contract with any other provider for the same or substantially similar services or equipment through the end of the initial term.