

Ednetics Network™

Managed Service –Cisco Umbrella

September 9, 2019
Palouse Prairie Educational Organization

Debbie Berkana, Business Manager
1500 S Levick Street • Moscow, ID 83843

CONTRACT NUMBER
EU-60-IDPPEO-090919-2

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Contract Number EU-60-IDPPEO-090919-2
60 Month Agreement



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Business Manager
1500 S Levick Street
Moscow, ID 83843

Part Number	Description	Price	Qty	Ext. Price
NETWORK-PROJECT-I	Umbrella Setup Fee	\$1,000.00	1	\$1,000.00
UMB-INSIGHTS	Service Charges Ednetics Network –Cisco Umbrella	\$328.96	40	\$13,158.40
DISCOUNT	Contract Discount	(\$3,210.00)	1	(\$3,210.00)

Subtotal				\$10,948.40
Estimated Tax				\$0.00
Total				\$10,948.40

Issuing a Purchase Order for this quote indicates an acceptance of the attached Terms and Conditions

UMBRELLA BY EDNETICS

General Terms and Conditions

This Agreement ("Agreement") is between Ednetics and the entity identified as the customer ("Customer"), each referred to as a "Party" and collectively referred to as the "Parties." This Agreement consists of any Services Attachment(s), Quotes and Service Order(s) and are incorporated herein by reference. The Parties agree to be bound by this Agreement and affirm that each have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

1. **Services.** Umbrella by Ednetics is a DNS based security service in the form of CIPA compliant web filtering and protection from malware, botnets, and phishing across all Customer locations, users and devices ("Services"). In addition to ensuring security of the Customer Network, Services includes support and management integral to performance or delivery of the Services. Ednetics will provide Services as referenced in accordance with the terms of this Agreement.
2. **Obligations of the Customer.** Customer agrees to provide Ednetics all information required for implementation of Umbrella by Ednetics ("Service") in a timely manner and to comply with all of the terms and conditions of this Agreement. Customer also agrees that Customer's use of Service(s) will at all times be consistent with the terms outlined in Ednetics Acceptable Use Policy ("AUP") and will not be used in an unlawful manner. Ednetics AUP is attached hereto as Exhibit A and is made a part of this Agreement by reference. Updates to Ednetics AUP will be made on the website <https://portal.ednetics.com> and will apply to all Service(s).
3. **Customer Representations.** Customer warrants they have the legal right and ability to enter into this Agreement and is authorized to act on behalf of the entity. Customer represents and warrants that Customer name and contact information is true and correct. Customer agrees to notify Ednetics promptly whenever billing information changes, including, but not limited to, Customer's name, address, e-mail address, telephone number, and credit card information, if appropriate.
4. **Term.** The term commitment of the Service will begin the date Service is first installed and made available to Customer and will continue for the number of months/years set forth in the Agreement ("Initial Service Term").
5. **Prices.** Pricing is determined upon the number of Customer Full Time Equivalent ("FTE"). Two (2) part time employees qualify as one (1) FTE. Deliberately under reporting of Customer FTE constitutes a breach under the Agreement and termination fees under Section 8 or Section 10 will apply as appropriate.
6. **Payment.** Customer may select from two payment options for the purchase of Umbrella by Ednetics. Option 1. Customer may purchase Service in advance, to include any applicable taxes or setup fees, for the entire term of the Agreement, by issuance of a Purchase Order for the entire value of the Agreement. Issuance of a purchase order for the entire value of the Agreement indicates Customer's acceptance of the Terms and Conditions of the Agreement and may be used in lieu of signatures. Option 2. Customer may opt to receive Annual Invoices, also to include all taxes and fees applicable to the Annual Invoice. Annual Invoices will be rendered as of the Service Start Date and upon each subsequent anniversary through the end of the Service term. Any applicable setup fees will appear on the first annual invoice. Customer will have the opportunity to identify their payment and/or invoicing preference on the Notice to Proceed (NTP) associated with the Agreement.
7. **Taxes.** Customer hereby acknowledges and agrees that all pricing for Services and other charges due hereunder, including all appropriate taxes, imposed by, or pursuant to the laws, statutes or regulation of any governmental agency or authority, are the sole responsibility of Customer and shall be paid promptly when due by Customer and Customer agrees to indemnify and hold Ednetics harmless from any liability therefor.
8. **Additions and Deletions.** Additions are defined as an increase to Customer's existing Service resulting from an increase in Customer's FTE. Additions will be coterminous with the current term of Services. Ednetics reserves the right to invoice increases in FTE. Deletions are defined as a reduction in Customer's FTE. There will be no monetary adjustment for deletions in FTE.

9. **Support.** Ednetics Support is available Monday through Friday from 6 a.m. to 7 p.m. Pacific Time, excluding Ednetics observed holidays. Cases submitted outside of business hours will be addressed the next business day. The Ednetics Support Desk may be reached by email at support@ednetics.com or by calling (877) 809-4610. Customer acknowledges that, in no event, shall Cisco have any obligation to provide support directly to, or respond to support requests from, any end user.
10. **Early Termination.** All requests to terminate the Services contract must be received in writing by Ednetics at least thirty (30) days prior to the termination effective date. In the event Customer terminates service prior to the expiration of any term, the early termination fee will be 100% of the total remaining contract value.
11. **Termination by Ednetics.** In the event Customer is in breach of any terms of this Agreement, Ednetics shall provide written notice to Customer of such a breach, upon receipt of which Customer shall have ten (10) days to cure such breach. If such breach is not cured by Customer to Ednetics satisfaction, in its sole discretion, within the applicable cure period set forth above, Ednetics may terminate this Agreement and the Services, in whole or in part. Notwithstanding the foregoing, in the event Customer's use of Service(s) violates the Ednetics AUP, Ednetics may suspend access to the Service(s) or terminate this Agreement and any affected Attachment, Service Order(s) or Amendments, in whole or in part, effective immediately.
12. **Resolution of Disputes.** In the event of a Dispute an email detailing the dispute must be sent to the other party. Notification to Ednetics can be emailed to contracts@ednetics.com. Upon written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with the direct responsibility for administration of the Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. If the Parties are unable to resolve issues related to the Dispute within thirty (30) days after a Party's request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled, whether at law or in equity.
13. **Back up Power.** Customer acknowledges and agrees that if access to and use of Services is desired or required during a power outage, customer is solely responsible to provide appropriate back-up power to any systems and or internet access that may use the Services. Ednetics shall not be responsible or liable to customer or any third party for the unavailability of Services during a power outage as a result of customer's failure to provide necessary back-up or secondary power facilities for use of Services.
14. **Limitation of Liability.** EDNETICS SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR INDIRECT DAMAGES, RELATED TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS, OR DAMAGES ARISING FROM LOSS OF USE, LOSS OF CONTENT OR LOSS OF DATA, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH DAMAGES MAY BE BASED, AND EVEN IF EDNETICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. IF ANY LIABILITY IS IMPOSED ON EDNETICS, SUCH LIABILITY SHALL BE LIMITED AS PROVIDED IN THIS AGREEMENT, WHICH SHALL BE EDNETICS SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY PERFORMANCE, NON-PERFORMANCE, OR NEGLIGENCE OF EDNETICS UNDER THIS AGREEMENT. IN NO EVENT SHALL EDNETICS AGGREGATE LIABILITY UNDER THIS AGREEMENT TO ITS CUSTOMERS EXCEED THE TOTAL FEES PAID BY CUSTOMER TO EDNETICS IN THE PRECEDING SIX (6) MONTHS FOR THE AFFECTED LICENSES AND SUBSCRIPTIONS TO THE SERVICES SET FORTH IN THE ATTACHED QUOTE.
15. **Liability of Customer.** In the event any claim, demand, lawsuit or liability is made or asserted against Ednetics or any of the officers of Ednetics by any third-party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of Customer, then, and in such event, Customer shall indemnify, defend and hold harmless Ednetics and its officers, agents and representatives of and from any and all such claims, demands, causes of actions and liability, including the payment of reasonable attorneys' fees to defend such action.
16. **Warranties.** EDNETICS DOES NOT WARRANT UNINTERRUPTED OPERATION OF THE SERVICE AND SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES NOT MADE IN THIS AGREEMENT, EITHER EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EDNETICS DOES NOT WARRANT AND DOES NOT ASSUME ANY LIABILITY FOR ANY

CONSEQUENCES SUFFERED BY ANY PERSON AS A RESULT OF OBTAINING INTERNET ACCESS INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING FROM INTERNET CONTENT OR FROM COMPUTER VIRUSES.

17. **Safeguarding Customer Proprietary Network Information.** Ednetics will not share information specific to our Customers and/or their network with anyone other than the authorized representative(s) of Customer, unless Customer sends written authorization to their Ednetics Account Manager. Such Letter of Authorization (LOA) must be signed by the Customer's authorized representative stating the information Ednetics is to provide and to what party and/or company Ednetics is to disclose the information to upon request. Ednetics business partners may collect non-personal telemetry data in order to maintain, improve, or analyze the performance of the service. Ednetics makes every reasonable effort to ensure that Ednetics business partners protect personal data in a way consistent with this policy.
18. **Transfer and Assignment.** Customer may not sell, assign or transfer any of Customer's rights or obligations under this Agreement without Ednetics prior written consent. Ednetics may assign this Agreement upon notice to Customer.
19. **Force Majeure.** Ednetics shall not be responsible for any outages in connection with any causes beyond its reasonable control including, without limitation, the performance of Internet Networks controlled by other companies, or traffic exchange points that are controlled by other companies, labor strikes or shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages.
20. **Governing Law and Venue.** This Agreement is construed and governed in accordance with the laws of the state Customer resides in. The venue for any action arising under this Agreement shall be in the courts of county jurisdiction in the state Customer resides in, as appropriate.
21. **Non-Disclosure and Publicity.** Customer shall not disclose to any third party the terms and conditions of this Agreement without the prior written consent of Ednetics, except as required by law.
22. **Entire Agreement.** This Agreement is the complete agreement between the Parties, concerning any Umbrella by Ednetics Services provided hereunder, and replaces any prior oral or written communications between the Parties. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement.
23. **Agreement Modifications.** This Agreement and all attachments may only be modified or changed through an amendment signed by a duly authorized representative of Customer.
24. **Severability.** In the event any of the terms of this Agreement and attachments, or the applications of any such term, shall be invalid by any court of any competent jurisdiction, the remaining terms of this Agreement or their application shall not be affected thereby and shall remain in full force and effect.
25. **Notices.** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if personally delivered by hand, (ii) upon the third day after such notice is (a) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (b) upon the first business day following deposit if sent by overnight delivery by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation that is received from the recipient's facsimile machine) of receipt by the recipient of such notice.

Please complete this information.

Notices to Ednetics:

Ednetics, Inc.
Attn: Lisa Tucker
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 619-2679
F (208) 619-4161

With a copy to:

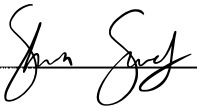
Ednetics, Inc.
Attn: Jenny George
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 777-4709
F (208) 777-4708

If to Customer:

Palouse Prairie Charter School
Attn: Debbie Berkana
406 Powers Ave
Moscow, ID 83843
208.882.3684

The Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the last date signed below ("Effective Date").

EDNETICS, INC.

By: 
Name: Shawn Swanby
Title: Chief Executive Officer
Date: 9/26/2019

CUSTOMER


By: 
Name: Jeneille Bruner
Title: Director
Date: 9/25/19

EXHIBIT B | NOTICE TO PROCEED

This Notice to Proceed acts as Customer's Contract activation and receipt of Customer's firm approval to proceed with any service delivery activities, and will be considered as such upon execution by Customer's authorized party below. By signing this form, you are providing consent for Ednetics to proceed with the following Contract(s):

Service Name	Description	Contract #	Customer Requested Start Date
Umbrella by Ednetics	Umbrella	EU-60-IDPPEO-090919-2	11/01/2019

Please select your billing preference from the options below.

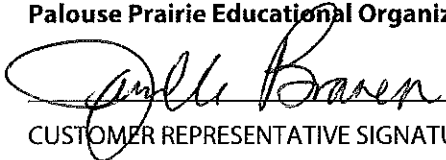
Annual Payment Option	Charges	Selection
Setup Fee (applies to first invoice only)	\$1,000.00	
Annual Service Charges	\$1,989.68	<input checked="" type="checkbox"/>
Estimated Taxes	\$0.00	

One-Time Payment Option	Charges	Selection
Setup Fee	\$1,000.00	
One Time Service Charge	\$10,948.40	<input type="checkbox"/>
Estimated Taxes	\$0.00	

Upon receipt of the signed Contract and signed Notice to Proceed, Ednetics will begin the work necessary to deliver your services.

Customer further understands and agrees any one-time installation charges, and all monthly or annually recurring charges as defined within the Contract(s), are Customer's firm contractual obligation for the duration of the Contract(s), whether Customer does or does not receive E-Rate funding, when applicable. If Customer cancels this Notice to Proceed, termination fees may apply, as referenced in the Terms and Conditions of the Contract.

Palouse Prairie Educational Organization



 CUSTOMER REPRESENTATIVE SIGNATURE

Jenelle Brannen

 CUSTOMER PRINTED NAME

Director

 CUSTOMER TITLE

9/25/19

 DATE