

**SCHEDULE OF SERVICES (INDIANA)**

No. \_\_\_\_

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA and Central Nine Career Center ("Client") on \_\_\_\_\_ (Date) (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)			
<input checked="" type="checkbox"/>	Broadband	<input type="checkbox"/>	Wi-Fi/LAN
<input type="checkbox"/>	Communication	<input type="checkbox"/>	Cloud
<input type="checkbox"/>	Other		
Description and Price of Services			
Check one: <input type="checkbox"/> Described below <input checked="" type="checkbox"/> Described in the attached document(s)			
Pricing for services as described in the attached cost proposal for 470 #190004182.			
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	<input type="text" value="36"/>	months	
Renewal Term(s)	<input type="text" value="0"/>	Number of Renewal Terms <i>enter '0' if none permitted</i>	<input type="text" value="0"/> Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)	<input type="text" value="36"/>	Months	
Schedule of Service Term Start Date (at install unless specified herein)	<input type="text" value="7/1/2019"/>		
Billing Address and Billing Contact Information			
Central Nine Career Center Attn: Accounts Payable Department 1999 US Highway 31 South Greenwood, IN 46143			

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:

**(begin modifications)**

**(remove) 2.4 Interest.** This section is removed in its entirety by agreement of the Parties.

**(replace) 4.1 Confidential Information.** "Confidential Information" means any and all tangible and intangible information (whether written or otherwise recorded or oral) of the

## SCHEDULE OF SERVICES (INDIANA)

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. 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.

Confidential Information does not include the pricing and terms of this Agreement.

**(replace) 5.5 Indemnification.** Client agrees to defend, indemnify and hold ENA, 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. Provided, however, that ENA acknowledges that Client is a public entity created and existing under the laws of the State of Indiana and Client's obligation to indemnify and hold Client harmless are and shall be limited by Indiana's statutes and constitutional provisions designed to protect the exposure and liability of Client as a political subdivision of the State of Indiana (e.g. actions and conditions as to which Client is immunized by the Indiana Tort Claims Act, dollar limits stated in such Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant). Accordingly, Client's liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly by the claimant in Indiana and all appropriate defenses had been raised by Client.

**(add) 6.3 Subject to Available Funding.** This Schedule shall terminate immediately and absolutely if Client is determined to no longer have funds available to pay for the Services described herein, either through ENA or any other vendor. Termination through this provision is final, Client may not purchase substitute Services from any other vendor upon termination for lack of funds for the unexpired term of this Agreement prior to the termination for lack of funding and Client shall not be liable for any additional charges or fees pursuant to Section 6.2 to ENA beyond the charges incurred for Service up to the date of the termination.

**(replace) 8.7 Jurisdiction/Disputes.** This Schedule shall be governed in accordance with the laws of the State of Indiana, without regard to its or any other jurisdiction's laws governing conflicts of law. All disputes under this Schedule shall be resolved by litigation in the courts of the State of Indiana including the federal courts therein will have jurisdiction and the parties all consent to the jurisdiction of such courts.

### **(end modifications)**

Other than the modifications indicated above, nothing in this Schedule 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 (INDIANA)

**ENA:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CLIENT: Central Nine Career Center**

By: \_\_\_\_\_

Name: kelly Murphy

Title: \_\_\_\_\_

Date: \_\_\_\_\_





## VII. Proposal Pricing

### 1. Cost Proposal Pricing

ENA provides cost-effective solutions that enable our customers to **do more with less**. ENA’s comprehensive service approach is a proven model that contributes to your long-term goals by enhancing and simplifying the design, implementation, management, and support of your broadband, Wi-Fi/LAN, communication, cloud, security, and software solutions. Our proposed solution is designed to reduce costs, maximize E-rate funding, increase organizational capacity, reduce the burden on your technology and administrative personnel resources, and ultimately lower your total cost of ownership.

ENA is confident no other vendor can match our years of dedication, our experience, or our proven, successful track record. We appreciate your consideration of our response and look forward to working with you to implement our proposed solution and service.

#### Fully Managed Internet Access

*Central Nine Career Center – 1999 US Highway 31 South, Greenwood, IN 46143*

Service Option	Term	Monthly Recurring Price for Service Before E-rate Discount
200 Mbps	36 Months	\$1,800
300 Mbps	36 Months	\$1,995
500 Mbps	36 Months	\$2,250
1 Gbps	36 Months	\$2,695
2 Gbps	36 Months	\$3,650
3 Gbps	36 Months	\$4,950
4 Gbps	36 Months	\$5,600
5 Gbps	36 Months	\$6,250

\*Service pricing continues on the next page with service pricing footnotes.

## Fully Managed Internet Access with Basic Firewall

Central Nine Career Center – 1999 US Highway 31 South, Greenwood, IN 46143

Service Option	Term	Monthly Recurring Price for Service Before E-rate Discount
200 Mbps	36 Months	\$2,100
300 Mbps	36 Months	\$2,295
500 Mbps	36 Months	\$2,250
1 Gbps	36 Months	\$3,195
2 Gbps	36 Months	\$4,900
3 Gbps	36 Months	\$6,200
4 Gbps	36 Months	\$6,850
5 Gbps	36 Months	\$7,500

### ENA Internet Access Service Pricing Footnotes

- ◆ The pricing above is the gross monthly price for service before any E-rate discount is applied.
- ◆ All service pricing listed is per month and per unit.
- ◆ Pricing is for managed Internet access service at specified speeds including all required ENA equipment.
- ◆ 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. In the event that site walk-outs determine a need for site make ready work, service may not be available until such work is completed by the customer.
- ◆ 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, USF, 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.
- ◆ ENA broadband services are subject to ENA's acceptable use policy.
- ◆ ENA will notify the customer once the carrier installs the circuit, and ENA is ready to turn up service. ENA will 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.

- ◆ ENA's managed Internet access service is priced as one service including circuit, end site router, equipment maintenance, service monitoring, field support, and Service Level Agreement (SLA).
- ◆ ENA Internet Access services are subject to our Master Service Agreement (MSA) and tariffs.
- ◆ Additional required taxes, if applicable, will be charged according to the province or territory to which the service is delivered.
- ◆ ENA has provided additional information on ENA NetDefender DDoS protection within this proposal response. If interested in inquiring about pricing, ENA will price this on an individual case basis based on customer's needs.