

CISCO UMBRELLA SERVICE AGREEMENT

This Cisco Umbrella Service Agreement (“Agreement”) is entered into on this _____ day of _____ 2018, by and between the Northwest Tri-County Intermediate Unit No. 5, 252 Waterford Street, Edinboro, PA 16412 (hereinafter “IU-5”), and **Warren County School District**, (hereinafter “School District”).

1. Purpose. The IU-5 and School District require the use of affordable filtering and network security services. As such, the IU-5 is working with Cisco Systems for the provision of affordable filtering and network security services (hereinafter “Cisco Umbrella”) for each of the school districts it serves. This Agreement sets forth the terms and conditions that govern the provision of said Cisco Umbrella services to School District.

2. Term and Termination.

a. This Agreement shall become effective on the date the IU purchases the Umbrella Accounts for the School District and terminates 36 months after the effective date.

b. As rates for services are dependent upon the number of participating school districts and amount of Cisco Umbrella accounts needed, the IU-5 and School District shall not terminate this Agreement in the middle of a school year. Further, School District may not terminate their participation in this Agreement for convenience.

3. Services. Cisco Systems shall be the provider of the Cisco Umbrella service through a multi-organization portal created for the IU.

4. Price and Payment Terms.

a. Cisco Umbrella services will be provided at a cost of **\$83.97** per FTE.

b. The School District shall submit all payments required under this Agreement directly to the IU-5 within thirty (30) days of the date on the invoice. A late fee of five (5%) percent shall be applied to all payments not received within sixty (60) days of the invoice date. Payments will be deemed received on the date actually received by the IU-5.

5. Limitation of Liability. The IU-5’s liability under this Agreement shall be limited to any fees paid by School District to the IU-5 for the purpose of filing the appropriate purchasing agreements with Cisco.

6. Indemnification. School District agrees to indemnify and defend the IU-5 from and against all claims, causes of action, losses, damages, and expenses (including reasonable

attorney's fees), of any third party that arise from, or relate to, in whole or in part, School District's use of the services provided pursuant to this Agreement.

7. Notice. All notices and payments required under this Agreement shall be hand delivered or mailed to the address listed above for each party. Mailed notices shall be deemed received three (3) days after the date on which it was mailed.

8. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions. The courts of the Commonwealth of Pennsylvania, situated in Erie County, shall have jurisdiction to hear any claims arising out of this Agreement.

9. Integration and Modification. The parties' understanding shall be limited to that which is contained in this Agreement, and any documents specifically referenced herein. Any and all changes, amendments, additions, or modifications to this Agreement, made in full or in part to any section, provision, sentence, or word shall be null and void if not in writing and signed by the parties hereto.

10. Severability. If any of the provisions of this Agreement are found to be void or unenforceable by a court of competent jurisdiction, all of the remaining provisions shall remain in full force and effect as if the void or unenforceable provision had never been included.

IN WITNESS WHEREOF, the undersigned parties, intending to be legally bound, have executed the within Agreement:

NORTHWEST TRI-COUNTY
INTERMEDIATE UNIT 5

Warren County School District

By:_____

By:_____

Name:_____

Name:_____

Title:_____

Title:_____

Addendum A

Warren County School District

Costs and Payments:

1. Cisco Umbrella – Three Year Commitment – Price Per FTE	\$83.97
2. FTE Count	700.00
3. <u>Total Cost for Three-Year Agreement</u>	<u>\$58,779.00</u>

Annual billing for each of the three years of the agreement	\$19,593.00
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Price include student access