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This Cybersecurity Services Agreement (the “Agreement”), effective as of the 1<sup>st</sup> day of July, 2022 (the “Effective Date”), is between Southwest West Central Service Cooperative (“SC”) and Lakeview School District (“Contracting Agency”). SC and Contracting Agency are referred to in this Agreement as a Party and collectively, the “Parties.”

WHEREAS, SC has been engaged to furnish services as described herein.

WHEREAS, Contracting Agency desires and agrees to pay for the services described herein.

NOW THEREFORE, in consideration of the above premises, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Description of Services (the “Services”).

- a. The core purposes of the Services are to: (1) mitigate cyber threats, (2) coordination of cyber incident response, when necessary, (3) assist the Contracting Agency’s technology department’s in protecting Contracting Agency’s digital resources, and (4) providing guidance and assistance in cybersecurity to the Contracting Agency.
- b. SC will perform annual security assessments and SC will use the annual security assessments to provide the Services. The annual security assessment will identify components in the Contracting Agency’s organization that needs to be addressed to optimize security.
- c. In the 1st year of the Term (as that is defined in this Agreement), SC shall perform the following:
  - i. Service entry SC L1 security assessment for the Contracting Agency within the first 3 months of the Effective Date.
  - ii. A SC L2 security assessment between 6 months and 1 year following the initial SC L1 security assessment.
  - iii. A minimum of 2 scans of the Contracting Agency’s internal and external networks will be performed to assess network nodes for potential vulnerabilities that will need to be addressed by the Contracting Agency and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Contracting Agency to address and/or fix.
  - iv. Firewall configuration security review.
  - v. Cybersecurity procedural review.
  - vi. Development of baseline cybersecurity policy and procedure templates and guidance in implementing policies at Contracting Agency.
- d. In years 2 through 5 of the Term, SC shall perform the following:
  - i. 1 SC L3 security assessment.
  - ii. Quarterly scans of the Contracting Agency’s internal and external networks to assess network nodes for potential vulnerabilities that will need to be addressed by the Contracting Agency and any issues/vulnerabilities noted are not included in the Services and shall be the sole responsibility of the Contracting Agency to address and/or fix.
  - iii. Firewall configuration security review.
  - iv. Procedural reviews to analyze current practices that may impact cybersecurity mitigation.
  - v. Development of cybersecurity policy and procedure templates.
  - vi. Development and assistance in implementation of information security templates.

- vii. Monitoring and coordinating with Contracting Agency technology department/teams to ensure the proper application of key operating system application, and system patching.
  - viii. Development and monitoring of system lifecycles to ensure Contracting Agency is eliminating the use of products and systems deemed to be obsolete.
  - ix. Development of model policies that can be implemented by Contracting Agency.
    - x. Develop and assist Contracting Agency in implementation of a “Zero Trust” security architecture. The “Zero Trust” security architecture policies and procedures will be based on the premises that no individual or device, whether internal or external, should be trusted. The “Zero Trust” security architecture will be based on role-based permissions (defined based on network access role-based permissions) and the least amount of access possible that is necessary to complete an individual’s job functions to ensure the appropriate access level.
    - xi. Development of security continuity plan templates for Contracting Agency to customize and implement.
    - xii. Inventory management processes that include: assessment or guidance on the processes and policies for the effective implementation of physical inventory practices and development of templates and assistance in implementing equipment lifecycle management systems.
    - xiii. Development of templates and assistance in implementation of data lifecycle management procedures that include: data inventory and mapping, security clearances, data transmission and flow, and review of data destruction processes.
    - xiv. Threat monitoring and logging that includes: automatic vulnerability scanning when threats relevant to Contracting Agency’s environment are identified and utilize the Department of Homeland Security and Multistate-I Information Sharing and Analysis Center (MS-ISAC) resources for monitoring and resources.
    - xv. Cyber incident response assistance that includes coordination or response efforts should a cybersecurity event occur and includes the following: providing initial analysis and threat assessment of Contracting Agency’s situation and aid in coordinating an effective and organized response to mitigate further exposure as a result of the incident. SC’s response assistance does not replace the cyber forensics response or investigation that may be required by a cyber-liability insurer.
    - xvi. Development and assistance in implementing backup and disaster recovery practices that provide effective mitigation practices for cyber events.
    - xvii. Research, development, and evaluation of services to ensure Contracting Agency is on the forefront of cybersecurity.
    - xviii. Additional services may be added to this Agreement and added services may require added fees. Any additional services must be agreed to in a writing signed by both Parties.
2. Term. The term (“the “Term”) of this Agreement shall be from the Effective Date until June 30, 2027
  3. Pricing. The full annual rate for the services shall be \$11,445.80, based on a district enrollment of 652. The full annual rate will be calculated annually based on the enrollment utilized in all SWWC contracts based on prior year enrollments reported to the Department of Education. All base and per-student fees used to calculate the annual rate for the Term shall remain the same for the full Term unless any additional services are added pursuant to this Agreement. There may be up to 3 discounts that apply to the annual rate. The 3 stackable discounts are whether the Contracting Agency is a SC member (\$2,000 off the base rate), a SC technology subscriber (\$1,000 off the base rate and \$0.35 off per student), and a user of SC technology services of at least 1 day per week (\$2,000 off the base rate and \$0.65 off per student). Applied discounts to the annual rate shall be applied annually based on Contracting Agency membership and subscribed service participation in each applicable fiscal year. Should SC lower its base or per-student pricing for this service in any of the 5 years of the contractual term, the Contracting Agency shall receive the service at the lower annual rate.

ANNUAL RATE SCHEDULE: 2022-23

Enrollment: 652

SERVICE DESCRIPTION

ANNUAL RATE

SWWC Cybersecurity Services Full Annual Rate

\$17,663.00

Cybersecurity Service Discounts

SWWC Member: (\$2,000.00)

SWWC Technology Subscriber: (\$1,360.80 )

SWWC Technology Services of 1 day per week or more: (\$2,656.40)

**TOTAL CONTRACT with applicable discounts**

**\$11,445.80**

4. Payment. SC shall invoice the Contracting Agency on a monthly basis for one twelfth (1/12) of the total annual contract amount throughout the Term. All additional charges incurred pursuant to this agreement shall be billed on a monthly basis as such charges accrue. The Contracting Agency agrees to pay all amounts due SC pursuant to this agreement within forty-five (45) days of receipt of an invoice from SC. The Contracting Agency further agrees to pay a late payment charge at the rate of one and one half (1 1/2) percent per month, or at the maximum late payment charge permitted by applicable law, whichever is less, on any unpaid amount for each calendar month (or fraction thereof) that such payment is late.
5. Termination. This Agreement may be terminated as set forth below, although the obligations that survive the termination or expiration of this Agreement remain in effect regardless of this Agreement's termination or expiration.
  - a. By mutual written agreement of the Parties;
  - b. By either Party (the "Aggrieved Party"), upon material breach of the Agreement, which includes, but is not limited to, non-payment of any amounts due pursuant to this Agreement, by the other Party (the "Breach Party"), which breach is not cured to the Aggrieved Party's reasonable satisfaction within 30 days after the Aggrieved Party provides the Breaching Party with written notice of the breach, specifying the exact nature of the breach, specific incidents supporting the breach, and the specific actions that the Aggrieved Party alleging the breach deems reasonable and appropriate to cure the breach.
6. Scope of the Services. In consideration of the provision of the Services:
  - a. The Services will not constitute any defined number of days or services that are provided onsite unless deemed necessary by SC to effectively provide a component of the contracted services.
  - b. Mileage, travel and other expenses incurred in providing the Services will be charged to the Contracting Agency at the IRS designated mileage reimbursement rate or the actual cost of expenses.
  - c. Technical or network support necessary as part of providing the Services are not included in the annual rate and shall be applied to the appropriate technology support contract or billed out at the appropriate hourly rate based on the service level of the Contracting Agency with SC.
  - d. Any other services provided by SC that fall outside the scope of the Services are not included in the annual rate and shall be applied to the appropriate technology support contract or billed out at the appropriate hourly rate based on the service level of the Contracting Agency with SC.

7. Authorization of ethical hacking and unauthorized access. Contracting Agency expressly grants SC full rights to scan and attempt to access the resources owned, used, and held by the Contracting Agency. All attempted access performed by SC will be done in good faith of identifying potential vulnerabilities and assisting the Contracting Agency in further securing its environment. SC shall also be granted full permission to attempt social engineering checks on the staff of the Contracting Agency which includes simulations of phishing and other forms of malicious emails, attempted verbal phishing or unauthorized data access through conversations over technology or in-person, or testing for possible access to physical facility resources in unauthorized manners. SC may conduct all tests of unauthorized access on all levels of staff within Contracting Agency with or without prior notification to the Contracting Agency.
8. Disclaimer of Warranty and Representations. EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED ON AN "AS IS" "WHERE IS" "WITH ALL FAULTS" BASIS. SC, ITS MEMBERS, EMPLOYEES, AGENTS, AFFILIATES, AND CONTRACTORS MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE REGARDING THE SERVICES AND SC HEREBY DISCLAIMS ANY AND ALL LIABILITY, REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS.
9. Limitation of Liability. SC AND ITS EMPLOYEES, MEMBERS, AGENTS, AFFILIATES, AND CONTRACTORS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, LOSS OF THE USE OF ANY EQUIPMENT, LOSS OF USE OF ANY SUBLICENSED SOFTWARE, LOSS OF USE OF ANY LICENSED SOFTWARE, LOSS OF USE OF ANY SOFTWARE, LOSS OF USE OF SERVICES, LOSS OF USE OF DATA, LOSS OF SERVICES, LOSS OF DATA, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, COST OF ANY SUBSTITUTE SERVICES, COST OF ANY SUBSTITUTE FACILITIES, DAMAGE TO PERSONAL PROPERTY, DAMAGE TO PROPERTY, OR FOR ANY LOST PROFITS OR IMPUTED PROFITS OR LOST REVENUES TO CONTRACTING AGENCY OR ANY OTHER INDIVIDUAL OR ENTITY ARISING FROM OR RELATED TO THIS AGREEMENT OR TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AS A RESULT OF ANY ERRORS, OMISSIONS, INTERRUPTIONS, BRICKING, CONNECTIVITY FAILURES, POWER FAILURES, COMPUTER VIRUSES DATA ISSUES (DAMAGE, LOSS, CORRUPTION, OR DATA BREACH), DELETION OF FILES, DEFECTS, DELAYS IN OPERATION, DELAYS OR FAILURES OF TRANSMISSION, OR ANY OTHER FAILURE OF PERFORMANCE, WHETHER OR NOT ANY SUCH EVENTS CONSTITUTE FORCE MAJEURE OR EVENTS REASONABLY BEYOND SC'S CONTROL, OR DUE TO THEFT, OBSTRUCTION, OR OTHER EVENTS INTERRUPTING, CANCELING, OR ADVERSELY AFFECTING THE SERVICES PROVIDED BY SC HEREUNDER, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND EVEN IF CONTRACTOR AGENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY, LOSS, OR DAMAGES. SC'S TOTAL AGGREGATE LIABILITY TO CONTRACTING AGENCY FOR ANY DAMAGES, LOSSES, AND CAUSES OF ACTION OF ANY KIND UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AGGREGATE DOLLAR AMOUNT PAID BY CONTRACTING AGENCY UNDER THIS AGREEMENT DURING THE YEAR IN WHICH THE CLAIM AROSE, NOT TO EXCEED ONE YEAR.
  - a. SC shall have no liability for any equipment malfunctions, loss of data or data privacy violations that may occur at the Contracting Agency site due to negligence on behalf of the Contracting Agency. The Contracting Agency is solely responsible for ensuring that backups, data consistency and retention of data is being performed as well as all other day-to-day operations of the Technology Department of the Member. The Contracting Agency is responsible for ensuring that all filings, certifications and licensing are met. Loss of funding or fines imposed on the Contracting Agency are the sole responsibility of the Contracting Agency and not the

responsibility of SC. The Contracting Agency agrees to hold SC harmless for any cost, fees or liabilities, including attorneys' fees that SC may incur as a result of any service discussed in this agreement.

- b. Neither Party may bring an action, demand, and/or claim arising under this Agreement (other than a failure to make any payments required under this Agreement) more than two (2) years after the cause of action accrues.
- c. This Section/Article/Paragraph shall survive the termination and/or expiration of this Agreement.

10. Mutual Indemnification. Each Party to this Agreement agrees that it shall indemnify, defend, and hold harmless the other Party, and its members, employees, agents, affiliates, agents, contractors, partners, directors/trustees, officers, representatives, successors and assigns, from and against any and all actions, claims, demands, liabilities, losses, damages, costs and expenses, including reasonable attorneys' fees and expenses, to the extent resulting from, relating to, or arising out of this Agreement, resulting out of an actual or alleged injury or death to any person or injury to property as the result of the negligence, willful misconduct, or the acts or omissions of the indemnifying Party in connection with that Party's obligations under this Agreement, except to the extent that any such action, claim, demand, liability, loss, damage, cost, or expense was caused by the acts or omissions of the Party claiming indemnification hereunder, or its employees, agents, affiliates, agents, contractors, partners, directors/trustees, officers, representatives, successors and assigns. Each Party shall not be responsible for more than its causal share of fault in the event the acts or omissions of both Parties contribute to cause an injury or loss.

- a. This Section/Article/Paragraph shall survive the termination and/or expiration of this Agreement.

#### 11. Miscellaneous.

- a. This Agreement will not be construed as constituting either Party as a partner, joint venture, fiduciary, or employee or employer of the other or to create any other form of legal association that would impose liability on one Party for the act or failure to act of the other or as providing either Party with the right, power, or authority (express or implied) to create any duty or obligation of the other. Both Parties agree to waive a trial by jury and agree that any claims, disputes, and/or controversies arising under this Agreement, except for claims for non-payment by SC or claims for injunctive relief, shall be determined by binding arbitration in accordance with the American Arbitration Association rules and the judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitration shall take place in Marshall, Minnesota unless the Parties agree, in writing, to another location. This Agreement shall be governed, construed, and enforced according to the laws of the State of Minnesota without giving effect to any choice or conflicts of law doctrine which otherwise might be applicable. The prevailing party shall be entitled to recover all costs of the arbitration or court case (in the case of non-payment or injunctive relief), including arbitrator's fees, attorneys' fees, and expenses from the non-prevailing party.
- b. No Party may assign any of its rights or responsibilities under this Agreement without the written consent of the other Party. This Agreement will bind and inure to the benefit of the Parties and their successors and assigns. No additional terms, consent, waiver, alteration, or modification of any provision of this Agreement shall be binding unless both Parties agree in writing.
- c. Failure by either Party to enforce, at any time, any of the provisions of this Agreement shall not constitute a waiver of such provision and shall not in any way affect the validity of this Agreement or any part thereof or the right of the other Party thereafter to enforce the provisions of this Agreement. The provisions of this Agreement are severable, and any provision of this Agreement that is determined to be void or unenforceable shall not affect the enforceability of the remaining provisions herein, and the remaining provisions shall be enforced as if this Agreement was originally written without the invalid provision.
- d. Notices. Except as otherwise provided herein, all required notices shall be in writing, transmitted to the parties' addresses below and will be considered given either (i) when sent by facsimile or email, so long as duplicate notification is sent via regular U.S. Mail or overnight delivery; (ii) when delivered in person to the Party; (iii) when deposited in either registered or certified U.S.

Mail, return receipt requested, postage prepaid; or (iv) when delivered to a nationally recognized overnight courier service.

Notices shall be delivered by the United States Postal Service or Parcel carrier to the principal business office of SWWC and the Contracting Agency.

- e. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument. Each Party agrees that the execution and delivery of this Agreement by facsimile, electronic, or email shall have the same force and effect as delivery of original signatures and that each Party may use such facsimile, electronic, or email signatures as evidence of the execution and delivery of this Agreement by the Parties to the same extent that an original could be used.
- f. This Agreement constitutes the entire and final agreement and understanding between the Parties and supersedes all prior agreements, understandings, proposals, or representations.
- g. The individuals signing below hereby represent and warrant they have the full authority to enter into this Agreement and bind their respective Party hereto.
- h. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person or entity other than the Parties hereto.

IN WITNESS WHEREOF, parties hereto have executed this agreement the day and year first above written.

SC MEMBER SCHOOL DISTRICT NO. 2167  
COTTONWOOD, MINNESOTA

SWWC SERVICE COOPERATIVE

BY: \_\_\_\_\_  
Authorized Signer

BY: \_\_\_\_\_  
Authorized Signer