

SHARED TECHNOLOGY SERVICES AGREEMENT BETWEEN EDUTECH GROUP, LLC AND THE FAIRPORT HARBOR EXEMPTED VILLAGE SCHOOL DISTRICT BOARD OF EDUCATION

This Shared Services Agreement (“Agreement”) is entered into between EduTech Group, LLC, a California limited liability company (“EduTech”), 130-A Cochran St., Simi Valley, CA 93065, and the the Fairport Harbor Exempted Village School District Board of Education (“District”), 329 Vine Street, Fairport Harbor, Ohio 44077 (collectively, “Parties”).

WHEREAS, EduTech is an education technology company focused on delivering curated Edtech products and shared technology services to US schools public and private; and

WHEREAS, District is a board of education that provides high quality education to students within its designated territory; and

WHEREAS, the Parties desire to formalize this agreement to allow EduTech to provide the delivery of shared technology services pursuant to this Agreement.

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

1. SHARED TECHNOLOGY SERVICES AND PERSONNEL

- a. **Shared Technology Services:** EduTech shall provide District the shared technology services (“Shared Technology Services”) set forth on Exhibit A attached hereto.
- b. **Exclusions; Third-Party Services:** Unless otherwise specifically stated on Exhibit A attached hereto, the District expressly acknowledges that the Shared Technology Services do NOT include any services related to security, such, as for example, the prevention or mitigation of computer viruses, data hacks, and cyber intrusions, and that the District is solely responsible for ensuring the security of its own data and computer systems. The District further acknowledges that the Shared Technology Services may require the availability of certain platforms and services that are provided and maintained by third parties (e.g., Google, Microsoft, Facebook, Twitter, etc.), and which platforms and services are subject to their own terms of use and policies. EduTech assumes no responsibility or liability for any interruption or termination of those third-party platforms or services, or for any changes to their terms of use or policies, and District agrees to release EduTech of any liability arising from or related to the same.

- c. **Employees:** All technology personnel provided by EduTech pursuant to this Agreement shall remain EduTech employees. Without limitation to the foregoing, EduTech shall be responsible for, with respect to its own employees, all hiring practices, employee evaluations, and employee compensation and benefits. for all compensation and benefits paid to its employees,
- d. **Facilities and Equipment:** During the term of this Agreement, EduTech personnel may enter District facilities and access District equipment solely for the purpose of performing the Shared Technology Services consistent with the terms of this Agreement. District disclaims any warranty, guarantee, or representation with respect to the nature and condition of the facilities and equipment.
- e. **Materials and Supplies:** District shall provide the software, equipment, systems, materials, and supplies necessary for EduTech to perform the Shared Technology Services. EduTech shall advise the District regarding any additional software, equipment, systems, materials and supplies that may be necessary for EduTech to perform the Shared Technology Services. All software, equipment, and systems purchased or otherwise provided by District under this Agreement shall remain the property of District. District hereby represents and warrants that EduTech shall have full right and license (including any licenses from third parties) to use any software, equipment, systems, materials, or supplies provided by District for the purpose of performing the Shared Technology Services.
- f. **Access and Use:** District shall provide EduTech personnel with the necessary access, passwords, and codes to provide the Shared Technology Services.
- g. **Cooperation:** All District personnel shall cooperate with EduTech in implementing the Shared Technology Services, and District shall comply with all reasonable requests of EduTech necessary to the performance of EduTech's duties under this Agreement. However, under no circumstances shall EduTech personnel manage, direct, discipline, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or otherwise supervise District personnel.

2. PAYMENT AND REIMBURSEMENT

In exchange for the Shared Technology Services to be provided during the initial twelve (36) month term of this Agreement, the District shall pay to EduTech the sum of Two Hundred Fifty-Five Thousand Dollars (\$255,000), which shall be payable in equal quarterly installments, with each installment due no later than

one calendar month prior to the end of the quarter, pursuant to the payment schedule attached hereto as Exhibit B.

Thereafter, EduTech shall notify the District no less than (60) days before each Extension Period as to the payment amount due for the immediately upcoming Extension Period, which payment shall be due no later than thirty (30) days prior to commencement of the Extension Period (subject to either party's right to terminate as provided in Section 3 below). If EduTech fails or otherwise does not provide the District the aforementioned notice, then the payment amount due for the immediately upcoming Extension Period shall be equal to the amount paid for the then-current twelve (12)-month period.

In addition, District shall reimburse EduTech upon request for all reasonable and ordinary out-of-pocket expenses incurred by EduTech specifically on behalf and for the benefit of the District.

All payments tendered by the District under this Agreement shall be made payable to "EduTech Group, LLC" and delivered to EduTech Group, LLC, 130-A Cochran St., Simi Valley, CA, 93065.

3. TERM

The term of this Agreement shall be thirty-six (36) months, commencing as of the date of this Agreement, which term shall extend automatically for successive twelve (12) month periods (in each case, an "**Extension Period**") unless either party provides notice of termination to the other party no less than forty-five (45) days before commencement of the Extension Period. This Agreement shall also be subject to termination as provided in Section 4 below.

4. TERMINATION

The District's failure to make payment when due shall constitute a breach of this Agreement. If such breach is not cured within five (5) business days, then EduTech may, at its option, elect to either (i) suspend all Shared Technology Services until all past due amounts are paid, during which time EduTech shall remain entitled to payment as though EduTech had provided the Shared Technology Services; or (ii) terminate this Agreement, effective immediately, at which time any outstanding balance due on the date of termination shall be made on a pro rata basis. Notwithstanding the foregoing, EduTech's failure to exercise either of these remedies shall not constitute a waiver of the same.

5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

EduTech shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws are adhered to and satisfied.

6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The Parties acknowledge that in the course of performing their obligations under this Agreement, they may obtain certain confidential and proprietary information about the other Party, including student personally identifiable information which is designated as confidential under applicable law (“Confidential Information”). The Parties agree that they will only use Confidential Information of the other Parties in the performance of their obligations under this Agreement and that they will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing Party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

7. RELATIONSHIP BETWEEN THE PARTIES

- a. **Independent Contractor:** This Agreement is made with EduTech as an independent contractor and not as an employee or affiliate of District.
- b. **Separate Entities:** At all times, the relationship of the Parties shall be as separate entities.
- c. **Not a Joint Venture:** Nothing contained in this Agreement shall be deemed to be interpreted as a partnership or joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for another.
- d. **Employees:** Employees of the Parties shall remain employees of their respective employers and such employers shall have supervisory and all other responsibility for its respective employees.
- e. **Liability:** Each Party is liable for the conduct of its own employees, as well as for conduct done at the direction of its own employees.

8. NO THIRD PARTY BENEFICIARY

This Agreement is only for the benefit of the Parties and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

9. ASSIGNMENT

The Parties shall not assign or otherwise transfer any of their interests, rights, or obligations in or under this Agreement without the prior written consent of the other Party.

10. NON-SOLICITATION

During the term of this Agreement, the District shall not, without the prior written consent of EduTech, either directly or indirectly, on behalf of themselves or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by EduTech.

11. NOTICES

- a. **Notices:** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

EduTech: EduTech Group, LLC
 130-A Cochran St.
 Simi Valley, CA

District: Fairport Harbor Exempted Village School District
 c/o Treasurer
 329 Vine Street
 Fairport Harbor, Ohio 44077

- b. **Delivery:** All notices, requests, demands, and other communications shall be deemed to have been given at the time when delivered via registered or certified mail, postage prepaid, and addressed to the party at the address set forth above, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

12. DISPUTES

Should a dispute arise regarding the terms or services rendered under this Agreement, the Parties agree they shall meet at a mutually beneficial time and location and attempt, in good faith, to resolve the dispute through discussion.

13. WAIVER

The failure of any party to insist on strict compliance with this Agreement, or to exercise any right or remedy hereunder, shall not constitute a waiver of any rights contained herein or estop any party from thereafter demanding full and complete compliance therewith, nor prevent any party from exercising any right or remedy in the future.

14. FORCE MAJEURE

No Party shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the Parties.

15. AMENDMENT

No modifications, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by both parties.

16. GOVERNING LAW; ATTORNEY FEES

This Agreement shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be any court of competent jurisdiction located in Ventura County, California. In the event of any controversy or dispute arising from this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including without limitation attorneys' fees and costs, actually incurred.

17. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive Agreement between the Parties. No other promises or agreements of any kind have been made to cause the Parties to execute this Agreement.

18. INSURANCE/RESPONSIBILITY

- a. **Limitation of Liability:** Each Party shall only be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law.

- b. **Insurance and Attorney Fees:** Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its obligations under this Agreement. In the event a lawsuit is brought by a third party against a Party in connection with the Shared Technology Services, each Party shall each be responsible for its own attorney fees and costs associated with such litigation.

19. EXECUTION IN COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one Agreement. True and correct copies, including facsimile, electronic, or PDF copies of signed counterparts, may be used in place of originals for any purpose and shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties hereto have set their hands.

EduTech Group, LLC:

By _____ Date _____
CTO/General Manager

Fairport Harbor Exempted Village School District:

By _____ Date _____
Board President (In his/her official capacity only)

And by _____ Date _____
Superintendent (In his/her official capacity only)

And by _____ Date _____
Treasurer (In his/her official capacity only)

*This Agreement has no legal effect absent Board action

EXHIBIT A

SHARED TECHNOLOGY SERVICES

During the term and at the times specified in the Agreement to which this Exhibit A is attached, EduTech shall provide the following Shared Technology Services:

- Information Technology Director
 - Management of engineers and technicians providing services to the school
 - Technology Planning
 - Technology Project Management
 - Technology Purchasing
 - Advise on all purchases that use or contain technology
- Technology Programs Manager
 - Manage all aspects of 1:1 Deployment
 - Device inventory and management
 - Device repair
 - Device parts inventory and management
 - Device application management
 - Google Management Console Services
 - Creation of accounts
 - Management of all Google apps
- Network Operation Engineer
 - Monitor and repair network equipment
 - Implement networking best practices for performance and security
 - Configure and install new network equipment
 - Maintain and update school servers
 - Configure and install new servers
 - Maintain network firewall and filter
- Break/Fix Technician
 - Troubleshooting and repairs of classroom technology
 - Troubleshooting and repairs of non 1:1 computing devices
 - On site resource for EduTech engineers and technicians
- Supplemental Staff
 - Technicians and interns available for certain resource intensive projects such as large scale deployments of Chromebooks or mass imaging of user desktops

Any changes or additions to the above services shall be made in writing signed by both parties. District acknowledges and agrees that any such changes or additions to the above services may result in an increase to the regular compensation owed to EduTech under the Agreement.

EduTech Initials: _____

Date: _____

District Initials: _____

Date: _____

EXHIBIT B

INITIAL TERM – PAYMENT SCHEDULE

Period	Months During Period	Payment Due Date	Payment Due
1	July 1, 2021 – September 30, 2021	August 31, 2021	\$20,625.00
2	October 1, 2021 – December 30, 2021	November 31, 2021	\$20,625.00
3	January 1, 2022 – March 30, 2022	February 28, 2022	\$20,625.00
4	March 1, 2022 – May 31, 2022	April 30, 2022	\$20,625.00
5	July 1, 2022 – September 30, 2022	August 31, 2022	\$21,250.00
6	October 1, 2022 – December 30, 2022	November 31, 2022	\$21,250.00
7	January 1, 2023 – March 30, 2023	February 28, 2023	\$21,250.00
8	March 1, 2023 – May 31, 2023	April 30, 2023	\$21,250.00
9	July 1, 2023 – September 30, 2023	August 31, 2023	\$21,875.00
10	October 1, 2023 – December 30, 2023	November 31, 2023	\$21,875.00
11	January 1, 2024 – March 30, 2024	February 28, 2024	\$21,875.00
12	March 1, 2024 – May 31, 2024	April 30, 2024	\$21,875.00
		TOTAL	\$255,000.00