1 year Agreement

COMMERCIAL BID FORM

Barrier Pest Control
224 12th Ave Rd
Nampa, ID 83686
(208)463-4533
info@barrierpestcontrol.com

ACCREDITED BUSINESS BBB

Business Name: The Victory Charter School Gym (Auxillary Gym)

Address: 9885 Kris Jensen Lane City: Nampa, ID 83651

Billing Address: _____ City: _____

Phone: 208-577-1329 Zip Code: _____

Contact Person: Buddy Boyd

Office Hours: _____ AM. _____ PM.

Service Date: _____ Time Frame: _____

Main Issues: Black Widow Spiders, Mice, other spiders

Includes our General Pests Guarantee with FREE RETREATS for both Interior & Exterior! 2 Commercial Bait Stations

PESTS INCLUDED IN BID:

Spiders all types: Earwigs ___ Ants ___ Mice ___ Elm seed bugs ___ Box Elder Bugs ___ Pavement Ants ___ Sugar Ants ___ Wasps/Hornet on Eves & Siding ___ Clover Mites ___ Spring Tails ___ Carpet Beetles ___ and all other bugs indigenous to the valley ___

HERE IS A TENTATIVE 13 MONTH QUARTERLY SCHEDULE FOR YOUR CONVENIENCE:

❑ Quarterly ❑ Monthly ❑ Bi-Monthly ❑ Other _____

Jan	$199.00	Feb		Mar		Apr	$199.00	May		Jun	
Jul	$199.00	Aug		Sep		Oct	$269.00	Nov		Dec	

Initial Flushout: $269.00

Regular Service: $199.00 QPC

Credit Card Number: _____ _____ _____ _____ Exp. Date _____

Special Instructions

Exterior: Remove wasp nests, spider webs, treat 3 ft up and 5 ft out, windows and doors, granulate, install CBS

Interior: treat round all baseboards, entry points, any general pest issues

Pests not included in basic service: Bed Bugs, Cockroaches, Gophers, Fleas, Flies, Wasps/Hornets in ground or on trees, Rock Chucks, Voles.

If a re-infestation occurs, the guarantee only covers free re-treatments for pests observed on or inside the main structure as listed above.

Cancellation fee is $200.00 before contract is completed.

Signature: [redacted] Date: 9/28/2023 Paige 208-810-6668

BARRIER Pest Control
Comprehensive Pest Management

208-463-4533

Family owned in the Treasure Valley since 2006.

WE KILL BUGS!

224 12th Avenue Rd. • Nampa, ID 83686 • info@barrierpestcontrol.com • www.barrierpestcontrol.com

Name Victory Charter Title _____

Phone _____ Phone _____

Service Address 9779 Kris Jensen Ln. City Nampa Zip 83686

Billing Address _____

E-mail _____

Cross Streets/Directions _____

Service Frequency ☐ Monthly ☐ Bi-Monthly ☒ Quarterly

Initial Service Fee _____

☐ Monthly ☐ Bi-Monthly ☒ Quarterly Service Fee 211

Exclusions _____

- We cannot guarantee that you will never see another pest.
- Barrier will provide consulting services to identify structural and sanitation deficiencies that may contribute to pest problems. Customer agrees to cooperate by correcting noted deficiencies in order to prevent pest infestation.
- Remember, we cannot control pests in the great outdoors; The guarantee only covers pests on or inside your structure.

Owner has hired Barrier Pest Control (Company) to perform services on Owner's real property. Owner agrees to assume all risks of loss, injury, or damages of any kind or nature whatsoever relating to Company's actions relating to these stations, and to save and keep harmless Company from all claims and suits which may be attributable to any damage, loss or injury. Owner acknowledge it owns the above identified property and has the right to enter into this release and waiver. If the individual identified above as Owner is in fact an occupant or Lessee of the property identified above, then said occupant assumes all risk of loss and will hold harmless Company from any claim of the true and correct Owner. I hereby declare that I understand all terms of this waiver and release and agree to the terms as outlined.

If for any reason, at any time, this contract is cancelled before its completion, and the initial service has been performed, customer agrees to pay the cancellation fee of _____. Upon completion of this agreement treatments will continue at the same frequency until cancelled by the custo[redacted]

Agreed by:[redacted] Rep:_____ Date:_____

Initial: #269

* Includes gym

Sales Order Agreement

valley OFFICE SYSTEMS

Date	2/27/2023
Buyer	
P.O. #	
Sales Rep	Jason Denson

Ship To	Bill To
VICTORY CHARTER SCHOOL 9779 KRIS JENSEN LANE NAMPA ID 83686	VICTORY CHARTER SCHOOL 9779 KRIS JENSEN LANE NAMPA ID 83686
Contact: Niki Crow Phone/Fax: (208) 442-9400	Billing Contact: Phone/Fax:

Purchase Order:		Lease Months:			
Account Type:		Lease Months:	48	Monthly Payment:	$364.19

B/W CPP	0.0038	Color CPP	N/A	B/W Base	30000	Color Base	N/A
B/W Printer CPP	0.012	Color Printer CPP	0.09	B/W Printer Base	50	Color Printer Base	50

Quantity	Product #	Description	Total Price
1	BP-70M75	75 PPM Monochrome Workgroup Document SystemBase models include walk-up motion se	INCLUDED
1	MX-PN16B	3-Hole Punch Unit (for use with MX-FN34 and MX-FN35)	
1	MX-FN34	3K Stacking 65-sheet Staple Finisher (requires MX-RB26)	
1	Connect Fee	Connect Fee	
1	Lease Return	Lease Return Fee	
1	MX-RB26	Paper Pass Unit (required for all configurations with external finishers)	
1	BP-FX11	Facsimile Expansion Kit	
1	MX-C357F	SHARP MX-C357F DESKTOP COLOR MFP	
1	MX-CS20	650-Sheet Duo Tray	
1	Connect Fee	Connect Fee	

Comments/Special Instructions				
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type

Subtotal	INCLUDED
Sales Tax	INCLUDED
Delivery/Installation	INCLUDED
TOTAL AMOUNT	INCLUDED
Less Payment (Check #____)	INCLUDED
AMOUNT DUE	INCLUDED

Delivery Instructions

Special Payment Terms & Due Dates

Maintenance Agreement ☐ Yes ☐ No

The Buyer agrees to acquire and Valley Office Systems agrees to sell, in accordance with the terms and condition of this Agreement, the equipment listed above.

Customer agrees that this is a complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this agreement.

Customer Acceptance	Valley Office Systems Sales Representative
Authorized Signature [redacted] Date	Signature [redacted]
Email Address	Valley Office Systems Management Approval
admin@victorycharterschool.net	

ADDITIONAL TERMS AND CONDITIONS

1. AGREEMENT. You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of $89.50. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee of up to $50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law.

2. NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.

3. IMAGE CHARGES AND OVERAGES. You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

4. EQUIPMENT USE. You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

5. SERVICES/SUPPLIES. If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

6. SOFTWARE/DATA. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

7. LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.

8. ASSIGNMENT. You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**

9. LOSS OR DAMAGE. You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

10. INSURANCE. You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

11. TAXES. We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

12. END OF TERM. At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

13. DEFAULT AND REMEDIES. You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment, and may require you to stop using any software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

14. UCC. If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

15. LIMITATION ON CHARGES. This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

16. MISCELLANEOUS. This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; and (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature. Notwithstanding the foregoing, any copy of this Agreement bearing your manual, facsimile, scanned, or electronic signature and our signature shall be sufficient to maintain an enforcement action relating to this Agreement. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

Version: 01012021

valley OFFICE SYSTEMS

Valley Office Systems
Idaho Falls - Pocatello - Twin Falls - Boise
Jackson WY - Logan UT - Ogden UT

Maintenance Agreement

Ship To	Bill To
VICTORY CHARTER SCHOOL 9779 KRIS JENSEN LANE NAMPA, ID 83686	VICTORY CHARTER SCHOOL 9779 KRIS JENSEN LANE NAMPA,ID 83686

Contact:	Niki Crow
Contact Phone #	(208) 442-9400
Meter Method:	
E-Mail	

Date	2/27/2023
Customer #	
Representative	Jason Denson

Installation and Service Agreement Options

Maintenance Type: CPC

Contract Length (months):

Contract Start Date:

Monthly Base Billing Amount: Included In Lease

Item	Base Rate	Base Allowance	Frequency Billed	Overage	Frequency Billed
B/W	0.0038	30000	Annual	0.0038	Annual
Color	0.09	50	Annual	0.09	Annual
B/W Printer	0.012	50	Annual	0.012	Annual

f wide-format, billing is per Square foot / Linear Foot

Estimated Monthly Volume:

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
3P-70M75				
MX-C357F				

Contract Type

- ☐ CPC CONTRACT — Contract includes all parts, labor, service drums and supplies. Includes developer and toners. Excludes only paper & staples.
- ☑ CPC COLOR CONTRACT — Contract includes all parts, labor, service drums and supplies. Includes developer, black and color toners. Excludes only paper & staples.
- ☐ SERVICE CONTRACT — Contract includes all parts, labor and service. Excludes all toners.

ly executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges erms / conditions and expiration dates or meter readings. The terms and conditions on the front & back of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance	Valley Office Systems Representative
Authorized Signature/Date	

[redacted]

eceived by either party thirty (30) days prior to the end of the current term. In order to continue providing quality service, the cost of the Maintenance Agreement may be scalated on the anniversary date upon renewal. *The contract will not be increased more than 15% upon renewal*. Early termination of this agreement may take place; owever, the following fees will be collected if cancellation takes place between:

1 – 4 months: 4 times monthly minimum amount of contract

5 – 8 months: 3 times monthly minimum amount of contract

9 – 12 months: 2 times monthly minimum amount of contract

Valley Office Systems Sales Solutions Terms and Conditions

COVERAGE:	This contract includes all parts and labor for adjustments and repairs as necessitated by normal use of the machine as determined by Valley Office Systems. Customer agrees to use only approved supply products on copiers covered by this agreement. If service is required due to use of non-approved supplies, customer agrees to pay any additional service charges that may be incurred due to inferior or foreign supply products.
ITEMS NOT COVERED:	After-hours service, abuse or misuse by customer, neglect, fire, flood, lightning, and other acts of nature or damage resulting from service by unauthorized personnel. The use of unauthorized parts, components, modification or personnel to effect repairs or changes will cause this agreement to be invalid. Also excluded from this contract and chargeable to the customer are: staples & paper.
KEY OPERATOR:	KEY OPERATOR – maintenance prices are predicated on the requirement that each customer provide a Key Operator that will be responsible for designated duties in the operator's manual and to insure that the proper supplies are being loaded correctly.
EARLY TERMINATION:	Early termination charges will not be assessed if: 1) the customer elects to trade to other equipment offered by Valley Office Systems and covered by a Maintenance Agreement. This replacement equipment must be intended to perform the same functions as the equipment traded in. 2) the customer elects to covert to another Maintenance Agreement and the term of the new agreement is equal to or greater than the remaining term of this agreement at the time of conversion This contract is non-transferable.
CONTRACT TERMS:	Customer agrees to pay the billed images either on a quarterly or monthly basis. If customer does not pay the amount due hereunder, the following may occur: (1) continuing service of the equipment may be refused, or (2) service will be furnished on a C.O.D. 'per call' basis, and (3) the customer agrees to pay costs and expenses of collection, including any reasonable attorney's fees. Interest will be charged at 1.5% per month after thirty (30) days on any unpaid balance. The parties stipulate that the venue of any legal action brought to enforce or otherwise adjudicate any of the terms of this agreement shall be in Ada County, State of Idaho. No terms or conditions, expressed or implied, are authorized unless they appear on the original of the agreement. This contract may not be varied except in writing signed by an officer of Valley Office Systems and agreed to by the customer.
METER COLLECTION:	Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. V.O.S. will provide a software meter collection tool at no charge while under this agreement. Customer agrees to allow V.O.S. to deploy the software meter collection tool to gather meter readings, toner alerts, and service alerts for V.O.S. supported equipment connected to the customer's network. V.O.S. will assess a $3.00 per meter collected manually – in person, phone or email should the customer not allow deployment of the meter collection tool. All Data shall be transmitted in a secure manner as outlined in the Security White
CUSTOMER CONFID	Dealer represents and agrees it will not disclose Customer Information to any third party for sales, marketing, or research purposes.

DocuSign Envelope ID: 3EA95C13-69A2-43F5-9C67-969EFF511317

COST PER IMAGE AGREEMENT

Valley Office Systems
Ph. 208-529-2777
Fax 208-529-0135

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: **Victory Charter School, INC** FEDERAL TAX ID #: 56-2423033

ADDRESS: **9779 KRIS LANE NAMPA IDAHO 83686**

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES		NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
			B&W	COLOR	B&W	COLOR	B&W	COLOR
SHARP	BP-70M75	☐	0	0	30000	N/A	.0038	N/A
SHARP	MX-C357F	☐	0	0	50	50	.012	.09
		☐						
		☐						
		☐						
		☐						
		☐						
		☐						
		☐						
		☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)								

EQUIPMENT LOCATION: **As Stated Above** METER FREQUENCY: **Monthly**

TERM IN MONTHS: **48** MONTHLY BASE PAYMENT AMOUNT*: **$364.19** (*PLUS TAX)

SECURITY DEPOSIT: **$0** PURCHASE OPTION*: **Fair Market Value**

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UPON OUR ACCEPTANCE HEREOF.

(As Stated Above)	X [redacted]	Marianne Saunders Co-Administrator and Secondary	3/2/2023
CUSTOMER	SIGNATURE	PRINT NAME & TITLE	DATE

OWNER ("WE", "US", "OUR")

Valley Office Systems

OWNER	SIGNATURE	PRINT NAME & TITLE	DATE

2050 1st St, Idaho Falls, ID 83401-4469

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. **THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.**

SIGNATURE: X INDIVIDUAL: DATE:

SIGNATURE: X INDIVIDUAL: DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

DocuSign Envelope ID: 658E74F6-15F1-47A5-A7BC-65D9D2A8203D

Version: 01012021

valley OFFICE SYSTEMS
copy | print | scan | fax

Valley Office Systems
Idaho Falls - Pocatello - Twin Falls - Boise
Jackson WY - Logan UT - Ogden UT

Maintenance Agreement

Ship To	Bill To
VICTORY CHARTER SCHOOL 9779 KRIS JENSEN LANE NAMPA, ID 83686	VICTORY CHARTER SCHOOL 9779 KRIS JENSEN LANE NAMPA,ID 83686

Contact:	Niki Crow
Contact Phone #	(208) 442-9400
Meter Method:	
E-Mail	

Date	4/25/2023
Customer #	
Representative	Jason Denson

Installation and Service Agreement Options

Maintenance Type:	CPC
Contract Length (months):	48
Contract Start Date:	

Monthly Base Billing Amount: **INCLUDED IN LEASE**

Item	Base Rate	Base Allowance	Frequency Billed	Overage	Frequency Billed
B/W	0.0085	1000	Monthly	0.0085	Annual
Color	0.059	0	Monthly	0.059	Annual

If wide-format, billing is per Square foot / Linear Foot

Estimated Monthly Volume:

Make/Model	Serial Number	ID Number	B/W Start Meter	Color Start Meter
MX-3051				

Contract Type

- ☐ CPC CONTRACT — Contract includes all parts, labor, service drums and supplies. Includes developer and toners. Excludes only paper & staples.
- ☑ CPC COLOR CONTRACT — Contract includes all parts, labor, service drums and supplies. Includes developer, black and color toners. Excludes only paper & staples.
- ☐ SERVICE CONTRACT — Contract includes all parts, labor and service. Excludes all toners.

By executing this agreement, I acknowledge that I have read and understand this agreement and I certify that I am authorized to execute this agreement on behalf of customer. Authorized signature acknowledges terms / conditions and expiration dates or meter readings. The terms and conditions on the front & back of this agreement correctly set fourth the entire agreement between parties.

Customer Acceptance			Valley Office Systems Representative	
Authorized Signature/Date	Print Name	Title		Date
[redacted] 4/26/2023	Niki Crow	Clerk	[redacted]	

TERM: This contract is for twelve (12) months from inception and is automatically renewed for successive twelve (12) month periods unless written cancellation notice is received by either party thirty (30) days prior to the end of the current term. In order to continue providing quality service, the cost of the Maintenance Agreement may be escalated on the anniversary date upon renewal. *The contract will not be increased more than 15% upon renewal*. Early termination of this agreement may take place; however, the following fees will be collected if cancellation takes place between:

1 – 4 months: 4 times monthly minimum amount of contract
5 – 8 months: 3 times monthly minimum amount of contract
9 – 12 months: 2 times monthly minimum amount of contract

Valley Office Systems Sales Solutions Terms and Conditions

COVERAGE:	This contract includes all parts and labor for adjustments and repairs as necessitated by normal use of the machine as determined by Valley Office Systems. Customer agrees to use only approved supply products on copiers covered by this agreement. If service is required due to use of non-approved supplies, customer agrees to pay any additional service charges that may be incurred due to inferior or foreign supply products.
ITEMS NOT COVERED:	After-hours service, abuse or misuse by customer, neglect, fire, flood, lightning, and other acts of nature or damage resulting from service by unauthorized personnel. The use of unauthorized parts, components, modification or personnel to effect repairs or changes will cause this agreement to be invalid. Also excluded from this contract and chargeable to the customer are: staples & paper.
KEY OPERATOR:	KEY OPERATOR – maintenance prices are predicated on the requirement that each customer provide a Key Operator that will be responsible for designated duties in the operator's manual and to insure that the proper supplies are being loaded correctly.
EARLY TERMINATION:	Early termination charges will not be assessed if: 1) the customer elects to trade to other equipment offered by Valley Office Systems and covered by a Maintenance Agreement. This replacement equipment must be intended to perform the same functions as the equipment traded in. 2) the customer elects to covert to another Maintenance Agreement and the term of the new agreement is equal to or greater than the remaining term of this agreement at the time of conversion This contract is non-transferable.
CONTRACT TERMS:	Customer agrees to pay the billed images either on a quarterly or monthly basis. If customer does not pay the amount due hereunder, the following may occur: (1) continuing service of the equipment may be refused, or (2) service will be furnished on a C.O.D. 'per call' basis, and (3) the customer agrees to pay costs and expenses of collection, including any reasonable attorney's fees. Interest will be charged at 1.5% per month after thirty (30) days on any unpaid balance. The parties stipulate that the venue of any legal action brought to enforce or otherwise adjudicate any of the terms of this agreement shall be in Ada County, State of Idaho. No terms or conditions, expressed or implied, are authorized unless they appear on the original of the agreement. This contract may not be varied except in writing signed by an officer of Valley Office Systems and agreed to by the customer.
METER COLLECTION:	Meter reading(s) must be provided by customer in accordance to the frequency stated on the reverse side of this Agreement. V.O.S. will provide a software meter collection tool at no charge while under this agreement. Customer agrees to allow V.O.S. to deploy the software meter collection tool to gather meter readings, toner alerts, and service alerts for V.O.S. supported equipment connected to the customer's network. V.O.S. will assess a $3.00 per meter collected manually – in person, phone or email should the customer not allow deployment of the meter collection tool. All Data shall be transmitted in a secure manner as outlined in the Security White
CUSTOMER CONFID	Dealer represents and agrees it will not disclose Customer Information to any third party for sales, marketing, or research purposes.

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valley OFFICE SYSTEMS
copy | print | scan | fax

Sales Order Agreement

Date	4/26/2023
Buyer	
P.O. #	0
Sales Rep	Jason Denson

Ship To	
VICTORY CHARTER SCHOOL	
9779 KRIS JENSEN LANE	
NAMPA ID	
83686	
Contact:	Niki Crow
Phone/Fax:	(208) 442-9400

Bill To	
VICTORY CHARTER SCHOOL	
9779 KRIS JENSEN LANE	
NAMPA ID	
83686	
Billing Contact:	0
Phone/Fax:	0 0

Purchase Order:	0			Approx Delivery Date:			
Account Type:	0			Lease Months:	48	Monthly Payment:	$106.26
B/W CPP	0.0085	Color CPP	0.059	B/W Base	1000	Color Base	0
B/W Printer CPP	0	Color Printer CPP	0	B/W Printer Base	0	Color Printer Base	0

Quantity	Product #	Description	Total Price
1	MX-3051	MX-3051 30 PPM B&W/30 PPM Full-Color Workgroup Document System	INCLUDED
1	Connect Fee	Connect Fee	INCLUDED
1	MX-TU16	Center Exit Tray (standard for MX-2630N; required for 30/35/40/50/60ppm models if no fin	INCLUDED
1	MX-DE25N	Stand/1 x 550-sheet Paper Drawer	INCLUDED
		VICTORY CHARTER SCHOOL RATES ARE LOCKED FOR THE TERM OF THE LEASE CONTRACT	

Comments/Special Instructions						
Delivery Time	Stairs/Count	Elevator	Connected	Delivery Type	Subtotal	INCLUDED
					Sales Tax	INCLUDED
					Delivery/Installation	INCLUDED
Delivery Instructions					TOTAL AMOUNT	INCLUDED
					Less Payment (Check #_____)	INCLUDED
Special Payment Terms & Due Dates					AMOUNT DUE	INCLUDED
Maintenance Agreement	☐ Yes ☐ No					

The Buyer agrees to acquire and Valley Office Systems agrees to sell, in accordance with the terms and conditions of this Agreement, the equipment listed above.
Customer agrees that this is a complete and exclusive statement of the agreement between the parties, which supersedes all proposals oral or written and all other communications between the parties relating to the subject matter of this agreement

Customer Acceptance		Valley Office Systems Sales Representative	
A [redacted]	Date 4/26/2023	Signature [redacted]	
Print Name	Title	Date	
Niki Crow	Clerk		
Email Address		Valley Office Systems Management Approval	
schoolclerk32@gmail.com			

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COST PER IMAGE AGREEMENT

Valley Office Systems
Ph. 208-529-2777
Fax 208-529-0135

AGREEMENT NO.:

CUSTOMER ("YOU" OR "YOUR")

FULL LEGAL NAME: VICTORY CHARTER SCHOOL, INC FEDERAL TAX ID #: 56-2423033

ADDRESS: 9779 KRIS JENSEN LANE NAMPA IDAHO 83686

EQUIPMENT AND PAYMENT TERMS

☐ SEE ATTACHED SCHEDULE

TYPE, MAKE, MODEL NUMBER, SERIAL NUMBER, AND INCLUDED ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	BEGINNING METER READING		MONTHLY IMAGE ALLOWANCE		EXCESS PER IMAGE CHARGE (PLUS TAX)	
		B&W	COLOR	B&W	COLOR	B&W	COLOR
SHARP MX-3051	☐	0	0	1000	0	.0085	.059
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
	☐						
TOTAL CONSOLIDATED MONTHLY IMAGE ALLOWANCE AND EXCESS PER IMAGE CHARGES (IF CONSOLIDATED)							

EQUIPMENT LOCATION: As Stated Above METER FREQUENCY: Monthly

TERM IN MONTHS: 48 MONTHLY BASE PAYMENT AMOUNT*: $106.26 (*PLUS TAX)

SECURITY DEPOSIT: $0 PURCHASE OPTION*: Fair Market Value

CONTRACT

THIS AGREEMENT IS NON-CANCELABLE AND IRREVOCABLE. IT CANNOT BE TERMINATED. PLEASE READ CAREFULLY BEFORE SIGNING. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL.

CUSTOMER'S AUTHORIZED SIGNATURE

BY SIGNING THIS PAGE, YOU REPRESENT TO US THAT YOU HAVE RECEIVED AND READ THE ADDITIONAL TERMS AND CONDITIONS APPEARING ON THE SECOND PAGE OF THIS TWO-PAGE AGREEMENT. THIS AGREEMENT IS BINDING UP[redacted]F.

(As Stated Above) X [redacted] Niki Crow Clerk 4/26/2023

CUSTOMER SIGNATURE PRINT NAME & TITLE DATE

OWNER ("WE", "US", "OUR")

Valley Office Systems [redacted] B. HORNUNG 12/1/23

OWNER PRINT NAME & TITLE DATE

2050 1st St, Idaho Falls, ID 83401-4469

UNCONDITIONAL GUARANTY

The undersigned, jointly and severally if more than one, unconditionally guarantee(s) that the Customer will timely perform all obligations under the Agreement. The undersigned also waive(s) any notification if the Customer is in default and consent(s) to any extensions or modifications granted to the Customer. In the event of default, the undersigned will immediately pay all sums due under the terms of the Agreement without requiring us or our assignee to proceed against Customer or any other party or exercise any rights in the Equipment. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof. The undersigned authorizes us or our assignee to obtain credit bureau reports for credit and collection purposes and to share them with our affiliates and agents. THE UNDERSIGNED, AS TO THIS GUARANTY, AGREE(S) TO THE DESIGNATED FORUM AND CONSENT(S) TO PERSONAL JURISDICTION, VENUE, AND CHOICE OF LAW AS STATED IN THE AGREEMENT, AGREE(S) TO PAY ALL COSTS AND EXPENSES, INCLUDING ATTORNEY FEES, INCURRED BY US OR OUR ASSIGNEE RELATED TO THIS GUARANTY AND THE AGREEMENT, WAIVE(S) A JURY TRIAL AND TRANSFER OF VENUE.

SIGNATURE: X INDIVIDUAL: DATE:

SIGNATURE: X INDIVIDUAL: DATE:

CERTIFICATE OF DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

SIGNATURE: X NAME AND TITLE: DATE:

ADDITIONAL TERMS AND CONDITIONS

1. **AGREEMENT.** You want us to now provide you the equipment and/or software referenced herein, together with all replacements, parts, repairs, additions and accessions incorporated therein or attached thereto, excluding equipment marked as not financed under this Agreement ("Equipment") and you unconditionally agree to pay us the amounts payable under the terms of this agreement ("Agreement") each period by the due date. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. We may charge you a one-time origination fee of $89.50. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six dollars ($26.00); or 2) the highest lawful charge, if less. Any security deposit will be commingled with our assets, will not earn interest, and will be returned at the end of the term, provided you are not in default. We may charge you a fee of up to $50.00 for filing, searching and/or titling costs required under the Uniform Commercial Code (UCC) or other laws. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of $30 or, if less, the maximum charge allowed by law.

2. **NET AGREEMENT. THIS AGREEMENT IS NON-CANCELABLE FOR THE ENTIRE AGREEMENT TERM. YOU AGREE THAT YOU ARE UNCONDITIONALLY OBLIGATED TO PAY ALL AMOUNTS DUE UNDER THIS AGREEMENT FOR THE ENTIRE TERM. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON.**

3. **IMAGE CHARGES AND OVERAGES.** You are entitled to make the total number of images shown under Image Allowance (or Total Consolidated Image Allowance, if applicable) each period during the term of this Agreement. If you make more than the allowed images in any period, you will pay us an additional amount equal to the number of the excess images made during such period multiplied by the applicable Excess Per Image Charge. Regardless of the number of images made in any period, you will never pay less than the Base Payment Amount. You agree to provide us with the actual meter readings on any business day as designated by us, provided that we may estimate the number of images used if such meter readings are not received within five days after being requested. We will adjust the estimated charge for excess images upon receipt of actual meter readings. You agree that the Base Payment Amount and the Excess Per Image Charges may be proportionately increased at any time if our estimated average page coverage is exceeded. After the end of the first year of this Agreement and not more than once each successive twelve-month period thereafter, the Base Payment Amount and the Excess Per Image Charges (and, at our election, the Base Payment Amount and Excess Per Image Charges under any subsequent agreements between you and us that incorporate the terms hereof) may be increased by a maximum of 15% of the then existing payment or charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges.

4. **EQUIPMENT USE.** You will keep the Equipment in good working order, free and clear of all liens and claims, use it for business purposes only and not modify or move it from its initial location without our consent. You agree that you will not take the Equipment out of service and have a third party pay (or provide funds to pay) the amounts due hereunder. You will comply with all laws, ordinances, regulations, requirements and rules relating to the use and operation of the Equipment. We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair.

5. **SERVICES/SUPPLIES.** If we have entered into a separate arrangement with you for maintenance, service, supplies, etc. with respect to the Equipment, payments under this Agreement may include amounts owed under that arrangement, which amounts may be invoiced as one payment for your convenience. You agree that you will look solely to us for performance under any such arrangement and for the delivery of any applicable supplies.

6. **SOFTWARE/DATA.** Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for protecting and removing any confidential data/images stored on the Equipment prior to its return for any reason.

7. **LIMITATION OF WARRANTIES. EXCEPT TO THE EXTENT THAT WE HAVE PROVIDED YOU A WARRANTY IN WRITING, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOU CHOSE ANY/ALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU MAY CONTACT US OR THE MANUFACTURER FOR A STATEMENT OF THE WARRANTIES, IF ANY, THAT THE MANUFACTURER IS PROVIDING. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**

8. **ASSIGNMENT.** You may not sell, assign, or sublease the Equipment or this Agreement without our written consent. We may sell or assign this Agreement and our rights in the Equipment, in whole or in part, to a third party without notice to you. **You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else.**

9. **LOSS OR DAMAGE.** You are responsible for any damage to or loss of the Equipment. No such loss or damage will relieve you from your payment obligations hereunder. Any insurance proceeds received relating to insurance you obtain will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. Except for claims, losses, or damages caused by our gross negligence or willful misconduct, you agree to indemnify us and our assignee, if applicable, against any claims, losses, or damages, including attorney fees, in any way relating to the Equipment or data stored on it. In no event will we be liable for any consequential or indirect damages.

10. **INSURANCE.** You agree to maintain commercial general liability insurance acceptable to us and to include us as an additional insured on the policy. You also agree to: 1) keep the Equipment fully insured against loss at its replacement cost, with us named as lender's loss payee; and 2) provide proof of insurance satisfactory to us no later than 30 days following the commencement of this Agreement, and thereafter upon our written request. If you fail to maintain property loss insurance satisfactory to us and/or you fail to timely provide proof of such insurance, we have the option, but not the obligation, to do so as provided in either (A) or (B) as follows, as determined in our discretion: (A) We may secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance on the Equipment, we will not name you as an insured party, your interests may not be fully protected, and you will reimburse us the premium which may be higher than the premium you would pay if you obtained insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance we obtain pursuant to this subsection (A) will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. (B) We may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk administrative costs or other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS SECTION WILL RELIEVE YOU OF YOUR RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment.

11. **TAXES.** We own the Equipment. You will pay when due, either directly or by reimbursing us, all taxes and fees relating to the Equipment and this Agreement. If we pay any taxes or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. Sales or use tax due upfront will be payable over the term with a finance charge. If this Agreement is deemed to be a secured transaction, you hereby grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, to be released at the end of the term provided you have performed all of your obligations under this Agreement.

12. **END OF TERM.** At the end of the term of this Agreement (or any renewal term) (the "End Date"), this Agreement will renew for an additional one-year period under the same terms unless a) you provide us written notice, at least 60 days prior to the End Date, of your intent to return the Equipment, and b) you timely return the Equipment to the location designated by us, at your expense. If the returned Equipment is not immediately available for use by another without need of repair, you will reimburse us for all repair costs. If a Purchase Option is indicated above and you are not in default on the End Date, you may purchase the Equipment from us "AS IS" for the Purchase Option price. You cannot pay off this Agreement or return the Equipment prior to the End Date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee equal to 5% of the price of the Equipment.

13. **DEFAULT AND REMEDIES.** You will be in default if: (a) you do not pay any payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other entity, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If you are ever in default, at our option, we can terminate this Agreement and we may require that you return the Equipment to us at your expense and pay us: 1) all past due amounts and 2) all remaining payments for the unexpired term, plus our booked residual, both discounted at 2% per annum. We may also use all other legal remedies available to us, including disabling or repossessing the Equipment, and may require you to stop using any software. You agree to pay all our costs and expenses, including reasonable attorney fees and repossession costs, incurred in enforcing this Agreement. You also agree to pay interest on all past due amounts, from the due date, at 1.5% per month. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. If interest is charged or collected in excess of the maximum lawful rate, we will refund such excess to you, which will be your sole remedy.

14. **UCC.** If we assign rights in this Agreement for financing purposes, you agree that this Agreement, in the hands of our assignee, is, or shall be treated as, a "Finance Lease" as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). You agree to forgo the rights and remedies provided under sections 507-522 of Article 2A of the UCC.

15. **LIMITATION ON CHARGES.** This section controls over every other part of this Agreement and over all documents now or later pertaining to the Agreement. We both intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. Any part of this Agreement that could, but for this section, be read under any circumstance to allow for a charge higher than that allowable under applicable legal limit, is limited and modified by this section to limit the amounts chargeable under the Agreement to the maximum amount allowed under the legal limit. If in any circumstance, any amount in excess of that allowed by law is charged or received, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally owed under the Agreement, or refunded to you.

16. **MISCELLANEOUS.** This Agreement is the entire agreement between you and us relating to our providing and your use of the Equipment and supersedes any prior representations or agreements, including any purchase orders. Amounts payable under this Agreement may include a profit to us. The parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; and (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually signed signature. Notwithstanding the foregoing, any copy of this Agreement bearing your manual, facsimile, scanned, or electronic signature and our signature shall be sufficient to maintain an enforcement action relating to this Agreement. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually. If a court finds any provision of this Agreement unenforceable, the remaining terms of this Agreement shall remain in effect. You authorize us to either insert or correct the Agreement number, serial numbers, model numbers, beginning date, and signature date. All other modifications to the Agreement must be in writing signed by each party. Within 30 days after our request, you will deliver all requested information (including tax returns) which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.

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Installation and Service Agreement

This agreement is made and entered into this 9th day of January, 2024 between Everbase Solutions, LLC, with its principle office located at 1262 S. 650 W. Suite 1D Farmington, UT 84025, hereinafter referred to as "Everbase" and Victory Charter School hereinafter referred to as "Customer".

System
- ☐ Fire Alarm
- ☐ Security Alarm
- ☐ Medical

Monitoring
- ☒ Fire
- ☐ Security
- ☐ Elevator
- ☐ Refuge

Service
- ☒ Central Station Reporting $_____
- ☐ Supervised Opening & Closing $_____
- ☐ Unsupervised Opening & Closing $_____
- ☐ Reports/ ___ Monthly ____Weekly $_____
- ☐ Maintenance $_____
- ☐ Guard Response $_____
- ☐ Managed Access $_____
- ☐ Other _____ $_____

Advanced Communication
- ☒ Cellular $ 48
- Cellular Type_____

1. System and Service

☐ Everbase will sell and install, provide warranty and after-warranty repair Service, and/or provide monitoring and other Services for the security Systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule").

X Everbase will install and provide monitoring and the other Services for the security Systems (individually or collectively the "System" or "Everbase System")

The System will be installed at the premises of the Customer located at:

Victory Charter School - 9779 Kris Jensen Lane, Nampa, ID 83686

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Terms, Renewal and Expiration

a. This Agreement is effective as of the execution date of this Agreement and for use of the System and Services shall have an initial term of 36 Months (3 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for the same, unless either party gives written notice at least thirty (30) days prior to the end of such term to the other of intent to allow the Agreement to expire as of the end of the current term. Agreements may only terminate on the last day of the month, therefore requiring the notice to terminate be due no later than the 1st of any given month. Should Customer wish to buyout of their renewal contract, the amount will be equal to fifty percent (50%) of the remaining contract amount. Buyouts are only subject to contract renewals.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax)

a. Payment – Customer agrees to pay Everbase:

i. $_____ for the price of a Sold System and the Installation of the System

a) $_____ upon signing of this Agreement

b) Progress payments as follows:

c) $_____ upon completion of the Installation

ii. $ 48 for Services per month, as described in the Schedule of Service and Protection payable X Monthly ____ Quarterly ____ Semi-Annually or ____ Annually, in advance commencing from the first (1st) day of the month following the date the System becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first (1st) of the following month.

iii. Everbase may at any time following the expiration of 12 months (1 year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 months (1 year) period. If Everbase increases the basic monthly charge in any year by an amount greater than 10%, Customer may terminate the Agreement upon written notice to Everbase within fifteen (15) days of notification of such increase.

b. Services

i. Everbase will provide the Services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair Service will be on a time and material basis unless Customer subscribes to a Service plan described on the Schedule. Repair Services for a Everbase System are described on the Schedule.

4. Liquidated Damages and Everbase's Limits of Liability

a. It is understood and agreed by the parties hereto that Everbase is providing a System and/or Service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or Services as described herein and are unrelated to the value of any property located on Customer's premises; that Everbase is not liable for losses which may occur in cases of malfunction or non-function of any System provided by, or Serviced by, Everbase, that Everbase is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the Service, even if due to Everbase's negligence or failure of performance; that Everbase is not liable for losses resulting from failure to warn or inadequate training; that Everbase is not an insurer, and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that Everbase offers several levels of protection and Services and that the System and/or Service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various Systems and the related costs.

b. It is agreed that it is impractical and extremely difficult to fix actual damages which may arise in situations where there may be failure of the System and/or Services provided, due to the uncertain nature of potential damages and/or value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or Service is designed to detect or avert, including loss, damage, or inability to our impairment of access to Customer's data, inability of Everbase to guarantee police, fire department and medical alert response time, and establishing a casual connection between the System or Service problems and Customer's possible loss or injuries to third parties. Therefore, if article 4.a. Is judicially determined to be invalid or unenforceable and any liability is judicially imposed on Everbase, its employees, agents or representatives, for property damage or personal injury, such liability shall be limited to an amount equal to the annual Service charge or $10,000, whichever is less. (if there is no annual Service charge, Everbase liability shall be limited to $500.) This sum shall be paid and received either (i) as liquidated damages and not as a penalty, or (ii) as a limitation or liability approved and agreed upon by the parties. The payment of this amount shall be Everbase's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of obligations under this contract or by negligence, active or otherwise, of Everbase, its employees, agents or representatives. No suit or action shall be brought against Everbase more than one (1) year after the accrual of the cause of action arises. If Customer wishes Everbase to increase the amount of the liability limitation or liquidated damages as provided above, Customer may obtain from Everbase an additional amount of limited liability or liquidated damages by paying an additional monthly Service charge to Everbase, subject to written approval by an authorized Everbase representative setting forth said terms. This clause will in no way be interpreted to establish Everbase as an insurer.

c. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, Customer agrees to indemnify and save harmless Everbase, its employees, agents, and representatives from and against all claims, lawsuits and losses, by persons not a party to this agreement. Alleged to be caused by the improper operation of the System. Whether due to malfunctioning or non-functioning of the System or the negligent performance or non-performance by Everbase of any Service, including but not limited to, installation, monitoring, signal-handling, or notification aspects of the Service.

d. With respect to Everbase owned Systems. Customer expressly waives any and all rights and remedies conferred upon a Customer under article 2.a. of the uniform commercial code and any rights now or hereafter conferred upon a Customer by statute or otherwise that may limit or modify Everbase's rights as described in this section or other sections of this agreement or applicable schedule.

e. Paragraphs A through D of Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to Everbase, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, or other Services proved hereunder.

f. LIMITED WARRANTY (SOLD SYSTEM ONLY)

Everbase warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the security is placed into operation. If during warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Everbase's sole option, free of charge. Warranty repair is done 8am-4pm, Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the System has been adjusted, added to, altered, abused, misused, or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by Everbase or its original equipment manufacturer ("OEM") to, performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of Everbase. If inspection by Everbase fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Everbase's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, EVERBASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDED THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL EVERBASE, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. EVERBASE MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEMS UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, THE ABOVE LIMITIATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increases in Charges

Client Initials: DS BS

a. Customer shall pay any City, State, or Federal taxes, fees or charges which are imposed upon equipment, the installation thereof, or performance of the Services provided for herein, including any increases in charges to Everbase for facilities required for transmission of signals under this agreement.

b. At Everbase's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary Service run. If either Everbase or Customer is assessed any fine by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

c. Charges for toll free telephone usage, if selected by Customer are included in the payment described in paragraph 3.a. Everbase may increase its monthly charges to reflect any increase in charges for toll free Services. Customer shall pay any other telephone company toll line charges, including installation.

d. Installation charges set forth in Article 3 assume installation will be performed during Everbase's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or Everbase's wage rates do not apply as a result of prevailing wage requirements or otherwise, then the installation charge will be adjusted accordingly.

e. If any government agency requires any changes in the System originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

f. The prices quoted for the alarm System are based upon the number of components, type of security, and Service specified in the Schedule. Should Customer request or require additional protection, security devises or Services, this may affect the final contract price. Cost associated with conditions not apparent at Everbase's initial survey and for delays other than caused by Everbase will be borne by Customer at Everbase's then current rates.

g. Everbase shall charge interest at the rate of 1 ½ % per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. Everbase may also, upon written notice to Customer, stop providing monitoring and maintenance Services, if Customer is delinquent on any payment. Everbase may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

a. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, or interconnect with other equipment or otherwise interfere with equipment installed by Everbase, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds Everbase harmless for any claim arising out of the foregoing and that if any work is required to be performed by Everbase, due to Customer's breach of the foregoing obligations, Customer will pay Everbase for such work in accordance with Everbase's then-current prevailing charges.

b. For those premises where Everbase is to provide monitoring, Customer shall furnish Everbase an Emergency Contact List of the names, titles, telephone numbers, and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised Service, Customer shall also furnish Everbase with an authorized daily and holiday opening and closing schedule.

c. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to Everbase any claimed inadequacy in or failure of the System. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

d. Customer shall permit Everbase access to the premises for any reason arising out of or in connection with Everbase's rights or obligations under this Agreement.

e. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Everbase, any repairs or replacement shall be paid for by Customer (ordinary wear and tear will be accepted in the case of a Everbase owned System).

f. Any claim by Customer of improper installation or a defect in the System shall be made in writing to Everbase within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.f., Limited Warranty.

g. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Customer shall indemnify and hold Everbase harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Everbase's inability to recover System components when Customer moves out of the premises.

h. For those premises where Everbase is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as not installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Everbase signaling devices. Customers further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

i. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

j. Customer represents that except to the extent it has given Everbase written notice prior to the execution of the Agreement, (i) the work and/or service to be performed hereunder are not subject to any federal, state, or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause

Client Initials: BS

beyond Everbase's reasonable control and Everbase shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold Everbase and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney fees) for fines, penalties, back wages, bodily injury, property damage, delay, or work stoppage, that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to Everbase).

7. Further Obligations of Everbase; Limitations

a. Everbase shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, lightning, acts of God or any other cause beyond the control of Everbase, including interruptions in telephone service. Everbase will not be required to perform installation or supply service to Customer while any such causes shall continue.

b. If Customer has subscribed to monitoring services, the System will be connected to Everbase's monitoring facility (the "Center"). Unless specifically requested otherwise by Customer and approved by Everbase's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contained indicated that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Everbase and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the System. Everbase reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and Everbase and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by Everbase, or otherwise comply with such requirements, and an additional fee may apply for such services.

c. If video equipment is installed, it may be integrated into the System and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7.b. above.

d. Customer understands that, if the System installed is monitored, due to the nature of the method used for communicating alarm signals to Everbase's monitoring vendor, there may be times when that communication method is not able to transmit signals and Everbase will not receive alarm signals. Digital communicators use standard telephone lines and Everbase does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or phase radio systems or internal based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that Everbase offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer are considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond Everbase's control and are maintained and serviced, solely by the applicable carriers or provider. Customer agrees to reimburse Everbase for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If the telephone service used is DSL or other broadband telephone services, it may prevent the System from transmitting alarm signals to the Monitoring Center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify Everbase if Customer has installed or intends to install DSL or other broadband services. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

e. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of each police and/or fire departments or other agencies are not Everbase's agents nor does Everbase assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

f. Everbase shall not be responsible for the replacement of equipment or parts no longer commercially available to Everbase.

g. If an Access Control Preventive Maintenance or Software Support option is selected by Customer, Everbase will provide and install software upgrades as they become commercially available, during normal Everbase working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by Everbase and the OEM, will not be installed by Everbase. In the event the Customer elects to have

someone other than Everbase install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by Everbase are excluded from this Agreement.

8. Title to the Everbase System; Proprietary Protection

a. Customer agrees that Everbase retains a security interest in the equipment until the full purchase price is paid.

b. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by Everbase under the Agreement for a Sold System or a Everbase System, is owned by Everbase, its affiliates or one of its OEM's and is protected by United States and International copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to Everbase. Customer may not copy the Software for any reason other than per the directions of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to Everbase for which the amount of damages would be unascertainable. Therefore, Everbase may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

a. Everbase may terminate this Agreement immediately upon written notice:

   i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate.

   ii. In the event Everbase's Customer Service Center, the telephone lines, wires or Everbase's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue Service to Customer's premises; or

   iii. As provided in Article 2 relating to expiration,

b. Customer may terminate the Agreement:

   i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using Everbase-owned equipment, the Customer must pay Everbase all payments remaining to be made under this Agreement through its scheduled expiration; or

   ii. As provided in Article 2 relating to expiration and Article 3.a. relating to price increases.

c. Upon termination of this Agreement, Customer shall permit Everbase access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of Everbase first being obtained. Everbase shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the Service provided by Everbase. For all losses, damage or injury above the limits set forth in paragraph 4.b., Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against Everbase. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge Everbase from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Everbase.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or government agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. Choice of Law

This Agreement is entered into in the State of Idaho and shall be interpreted, enforced, and governed under the laws of the State of Idaho without regard to application of conflicts of laws principles that would require the application of any other law.

15. Entire Agreement

Client Initials: DS BS

It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of Everbase. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order document submitted by Customer. This Agreement shall not become binding on Everbase until approved and accepted by Everbase or Everbase begins the installation or Services as provided below.

Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

Client:

Accepted By: Brett Stimpson

DocuSigned by:

Signatu [redacted]

Title: Technology Coordinator

Date: 1/9/2024

Everbase Solutions L.L.C.

Accepted By: Todd Justesen

Signat [redacted]

Title: Sales Acct Manager

Date: 1/9/2024

Client Initials: DS BS

DocuSign Envelope ID: C2358A9C-51F0-4287-9147-E180F5CE8EAF

Installation and Service Agreement

This agreement is made and entered into this 9th day of January, 2024 between Everbase Solutions, LLC, with its principle office located at 1262 S. 650 W. Suite 1D Farmington, UT 84025, hereinafter referred to as "Everbase" and Victory Charter School - GYM hereinafter referred to as "Customer".

System
- ☐ Fire Alarm
- ☐ Security Alarm
- ☐ Medical

Monitoring
- ☒ Fire
- ☐ Security
- ☐ Elevator
- ☐ Refuge

Service
- ☒ Central Station Reporting $_____
- ☐ Supervised Opening & Closing $_____
- ☐ Unsupervised Opening & Closing $_____
- ☐ Reports/ ___ Monthly ____Weekly $_____
- ☐ Maintenance $_____
- ☐ Guard Response $_____
- ☐ Managed Access $_____
- ☐ Other _____ $_____

Advanced Communication
- ☒ Cellular $ 48
- Cellular Type_____

1. System and Service

☐ Everbase will sell and install, provide warranty and after-warranty repair Service, and/or provide monitoring and other Services for the security Systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule").

X Everbase will install and provide monitoring and the other Services for the security Systems (individually or collectively the "System" or "Everbase System")

The System will be installed at the premises of the Customer located at:

Victory Charter School GYM - ~~9779~~ 9777 Kris Jensen Lane, Nampa, ID 83686

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Terms, Renewal and Expiration

a. This Agreement is effective as of the execution date of this Agreement and for use of the System and Services shall have an initial term of 36 Months (3 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for the same, unless either party gives written notice at least thirty (30) days prior to the end of such term to the other of intent to allow the Agreement to expire as of the end of the current term. Agreements may only terminate on the last day of the month, therefore requiring the notice to terminate be due no later than the 1st of any given month. Should Customer wish to buyout of their renewal contract, the amount will be equal to fifty percent (50%) of the remaining contract amount. Buyouts are only subject to contract renewals.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax)

a. Payment – Customer agrees to pay Everbase:

i. $_____ for the price of a Sold System and the Installation of the System

a) $_____ upon signing of this Agreement

b) Progress payments as follows:

c) $_____ upon completion of the Installation

ii. $ 48 for Services per month, as described in the Schedule of Service and Protection payable X Monthly ____ Quarterly ____ Semi-Annually or ____ Annually, in advance commencing from the first (1st) day of the month following the date the System becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first (1st) of the following month.

iii. Everbase may at any time following the expiration of 12 months (1 year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 months (1 year) period. If Everbase increases the basic monthly charge in any year by an amount greater than 10%, Customer may terminate the Agreement upon written notice to Everbase within fifteen (15) days of notification of such increase.

b. Services

i. Everbase will provide the Services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair Service will be on a time and material basis unless Customer subscribes to a Service plan described on the Schedule. Repair Services for a Everbase System are described on the Schedule.

EVERBASE SOLUTIONS

4. Liquidated Damages and Everbase's Limits of Liability

a. It is understood and agreed by the parties hereto that Everbase is providing a System and/or Service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or Services as described herein and are unrelated to the value of any property located on Customer's premises; that Everbase is not liable for losses which may occur in cases of malfunction or non-function of any System provided by, or Serviced by, Everbase, that Everbase is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the Service, even if due to Everbase's negligence or failure of performance; that Everbase is not liable for losses resulting from failure to warn or inadequate training; that Everbase is not an insurer, and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that Everbase offers several levels of protection and Services and that the System and/or Service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various Systems and the related costs.

b. It is agreed that it is impractical and extremely difficult to fix actual damages which may arise in situations where there may be failure of the System and/or Services provided, due to the uncertain nature of potential damages and/or value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or Service is designed to detect or avert, including loss, damage, or inability to our impairment of access to Customer's data, inability of Everbase to guarantee police, fire department and medical alert response time, and establishing a casual connection between the System or Service problems and Customer's possible loss or injuries to third parties. Therefore, if article 4.a. Is judicially determined to be invalid or unenforceable and any liability is judicially imposed on Everbase, its employees, agents or representatives, for property damage or personal injury, such liability shall be limited to an amount equal to the annual Service charge or $10,000, whichever is less. (if there is no annual Service charge, Everbase liability shall be limited to $500.) This sum shall be paid and received either (i) as liquidated damages and not as a penalty, or (ii) as a limitation or liability approved and agreed upon by the parties. The payment of this amount shall be Everbase's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of obligations under this contract or by negligence, active or otherwise, of Everbase, its employees, agents or representatives. No suit or action shall be brought against Everbase more than one (1) year after the accrual of the cause of action arises. If Customer wishes Everbase to increase the amount of the liability limitation or liquidated damages as provided above, Customer may obtain from Everbase an additional amount of limited liability or liquidated damages by paying an additional monthly Service charge to Everbase, subject to written approval by an authorized Everbase representative setting forth said terms. This clause will in no way be interpreted to establish Everbase as an insurer.

c. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, Customer agrees to indemnify and save harmless Everbase, its employees, agents, and representatives from and against all claims, lawsuits and losses, by persons not a party to this agreement. Alleged to be caused by the improper operation of the System. Whether due to malfunctioning or non-functioning of the System or the negligent performance or non-performance by Everbase of any Service, including but not limited to, installation, monitoring, signal-handling, or notification aspects of the Service.

d. With respect to Everbase owned Systems. Customer expressly waives any and all rights and remedies conferred upon a Customer under article 2.a. of the uniform commercial code and any rights now or hereafter conferred upon a Customer by statute or otherwise that may limit or modify Everbase's rights as described in this section or other sections of this agreement or applicable schedule.

e. Paragraphs A through D of Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to Everbase, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, or other Services proved hereunder.

f. LIMITED WARRANTY (SOLD SYSTEM ONLY)

Everbase warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the security is placed into operation. If during warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Everbase's sole option, free of charge. Warranty repair is done 8am-4pm, Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the System has been adjusted, added to, altered, abused, misused, or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by Everbase or its original equipment manufacturer ("OEM") to, performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of Everbase. If inspection by Everbase fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Everbase's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, EVERBASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDED THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL EVERBASE, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. EVERBASE MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEMS UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, THE ABOVE LIMITIATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increases in Charges

Client Initials: DS BS

a. Customer shall pay any City, State, or Federal taxes, fees or charges which are imposed upon equipment, the installation thereof, or performance of the Services provided for herein, including any increases in charges to Everbase for facilities required for transmission of signals under this agreement.

b. At Everbase's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary Service run. If either Everbase or Customer is assessed any fine by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

c. Charges for toll free telephone usage, if selected by Customer are included in the payment described in paragraph 3.a. Everbase may increase its monthly charges to reflect any increase in charges for toll free Services. Customer shall pay any other telephone company toll line charges, including installation.

d. Installation charges set forth in Article 3 assume installation will be performed during Everbase's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or Everbase's wage rates do not apply as a result of prevailing wage requirements or otherwise, then the installation charge will be adjusted accordingly.

e. If any government agency requires any changes in the System originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

f. The prices quoted for the alarm System are based upon the number of components, type of security, and Service specified in the Schedule. Should Customer request or require additional protection, security devises or Services, this may affect the final contract price. Cost associated with conditions not apparent at Everbase's initial survey and for delays other than caused by Everbase will be borne by Customer at Everbase's then current rates.

g. Everbase shall charge interest at the rate of 1 ½ % per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. Everbase may also, upon written notice to Customer, stop providing monitoring and maintenance Services, if Customer is delinquent on any payment. Everbase may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

a. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, or interconnect with other equipment or otherwise interfere with equipment installed by Everbase, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds Everbase harmless for any claim arising out of the foregoing and that if any work is required to be performed by Everbase, due to Customer's breach of the foregoing obligations, Customer will pay Everbase for such work in accordance with Everbase's then-current prevailing charges.

b. For those premises where Everbase is to provide monitoring, Customer shall furnish Everbase an Emergency Contact List of the names, titles, telephone numbers, and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised Service, Customer shall also furnish Everbase with an authorized daily and holiday opening and closing schedule.

c. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to Everbase any claimed inadequacy in or failure of the System. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

d. Customer shall permit Everbase access to the premises for any reason arising out of or in connection with Everbase's rights or obligations under this Agreement.

e. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Everbase, any repairs or replacement shall be paid for by Customer (ordinary wear and tear will be accepted in the case of a Everbase owned System).

f. Any claim by Customer of improper installation or a defect in the System shall be made in writing to Everbase within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.f., Limited Warranty.

g. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Customer shall indemnify and hold Everbase harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Everbase's inability to recover System components when Customer moves out of the premises.

h. For those premises where Everbase is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as not installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Everbase signaling devices. Customers further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

i. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

j. Customer represents that except to the extent it has given Everbase written notice prior to the execution of the Agreement, (i) the work and/or service to be performed hereunder are not subject to any federal, state, or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause

Client Initials: BS

beyond Everbase's reasonable control and Everbase shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold Everbase and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney fees) for fines, penalties, back wages, bodily injury, property damage, delay, or work stoppage, that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to Everbase).

7. Further Obligations of Everbase; Limitations

a. Everbase shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, lightning, acts of God or any other cause beyond the control of Everbase, including interruptions in telephone service. Everbase will not be required to perform installation or supply service to Customer while any such causes shall continue.

b. If Customer has subscribed to monitoring services, the System will be connected to Everbase's monitoring facility (the "Center"). Unless specifically requested otherwise by Customer and approved by Everbase's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contained indicated that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Everbase and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the System. Everbase reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and Everbase and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by Everbase, or otherwise comply with such requirements, and an additional fee may apply for such services.

c. If video equipment is installed, it may be integrated into the System and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7.b. above.

d. Customer understands that, if the System installed is monitored, due to the nature of the method used for communicating alarm signals to Everbase's monitoring vendor, there may be times when that communication method is not able to transmit signals and Everbase will not receive alarm signals. Digital communicators use standard telephone lines and Everbase does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or phase radio systems or internal based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that Everbase offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer are considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond Everbase's control and are maintained and serviced, solely by the applicable carriers or provider. Customer agrees to reimburse Everbase for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If the telephone service used is DSL or other broadband telephone services, it may prevent the System from transmitting alarm signals to the Monitoring Center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify Everbase if Customer has installed or intends to install DSL or other broadband services. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

e. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of each police and/or fire departments or other agencies are not Everbase's agents nor does Everbase assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

f. Everbase shall not be responsible for the replacement of equipment or parts no longer commercially available to Everbase.

g. If an Access Control Preventive Maintenance or Software Support option is selected by Customer, Everbase will provide and install software upgrades as they become commercially available, during normal Everbase working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by Everbase and the OEM, will not be installed by Everbase. In the event the Customer elects to have

someone other than Everbase install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by Everbase are excluded from this Agreement.

8. Title to the Everbase System; Proprietary Protection

a. Customer agrees that Everbase retains a security interest in the equipment until the full purchase price is paid.

b. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by Everbase under the Agreement for a Sold System or a Everbase System, is owned by Everbase, its affiliates or one of its OEM's and is protected by United States and International copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to Everbase. Customer may not copy the Software for any reason other than per the directions of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to Everbase for which the amount of damages would be unascertainable. Therefore, Everbase may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

a. Everbase may terminate this Agreement immediately upon written notice:

   i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate.

   ii. In the event Everbase's Customer Service Center, the telephone lines, wires or Everbase's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue Service to Customer's premises; or

   iii. As provided in Article 2 relating to expiration,

b. Customer may terminate the Agreement:

   i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using Everbase-owned equipment, the Customer must pay Everbase all payments remaining to be made under this Agreement through its scheduled expiration; or

   ii. As provided in Article 2 relating to expiration and Article 3.a. relating to price increases.

c. Upon termination of this Agreement, Customer shall permit Everbase access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of Everbase first being obtained. Everbase shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the Service provided by Everbase. For all losses, damage or injury above the limits set forth in paragraph 4.b., Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against Everbase. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge Everbase from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Everbase.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or government agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. Choice of Law

This Agreement is entered into in the State of Idaho and shall be interpreted, enforced, and governed under the laws of the State of Idaho without regard to application of conflicts of laws principles that would require the application of any other law.

15. Entire Agreement

Client Initials: DS BS

It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of Everbase. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order document submitted by Customer. This Agreement shall not become binding on Everbase until approved and accepted by Everbase or Everbase begins the installation or Services as provided below.

Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

Client:

Accepted By: Brett Stimpson

DocuSigned by:

Signatur[redacted]

Title: Technology Coordinator

Date: 1/9/2024

Everbase Solutions L.L.C.

Accepted By: Todd Justesen

Signature: [redacted]

Title: Sales Acct Manager

Date: 1/9/2024

Client Initials: DS BS

Installation and Service Agreement

This agreement is made and entered into this 25th day of August, 2025 between Everbase Solutions, LLC, with its principle office located at 1262 S. 650 W. Suite 1D Farmington, UT 84025, hereinafter referred to as "Everbase" and Victory - AUX Gym hereinafter referred to as "Customer".

System

- ☐ Fire Alarm
- ☐ Security Alarm
- ☐ Medical

Monitoring

- ☒ Fire
- ☐ Security
- ☐ Elevator
- ☐ Refuge

Service

- ☒ Central Station Reporting $_____
- ☐ Supervised Opening & Closing $_____
- ☐ Unsupervised Opening & Closing $_____
- ☐ Reports/ ___ Monthly ____Weekly $_____
- ☐ Maintenance $_____
- ☐ Guard Response $_____
- ☐ Managed Access $_____
- ☐ Other _____ $_____

Advanced Communication

X ☐ Cellular $ 48
Cellular Type_____

1. System and Service

☐ Everbase will sell and install, provide warranty and after-warranty repair Service, and/or provide monitoring and other Services for the security Systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule").

X Everbase will install and provide monitoring and the other Services for the security Systems (individually or collectively the "System" or "Everbase System")

The System will be installed at the premises of the Customer located at:

9885 Kris Jensen Ln. Nampa Idaho 83686

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Terms, Renewal and Expiration

a. This Agreement is effective as of the execution date of this Agreement and for use of the System and Services shall have an initial term of 36 Months (3 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for the same, unless either party gives written notice at least thirty (30) days prior to the end of such term to the other of intent to allow the Agreement to expire as of the end of the current term. Agreements may only terminate on the last day of the month, therefore requiring the notice to terminate be due no later than the 1st of any given month. Should Customer wish to buyout of their renewal contract, the amount will be equal to fifty percent (50%) of the remaining contract amount. Buyouts are only subject to contract renewals.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax)

a. Payment – Customer agrees to pay Everbase:

i. $_____ for the price of a Sold System and the Installation of the System

a) $_____ upon signing of this Agreement

b) Progress payments as follows:

c) $_____ upon completion of the Installation

ii. $ 48 for Services per month, as described in the Schedule of Service and Protection payable _x_ Monthly ____ Quarterly ____ Semi-Annually or ____ Annually, in advance commencing from the first (1st) day of the month following the date the System becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first (1st) of the following month.

iii. Everbase may at any time following the expiration of 12 months (1 year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 months (1 year) period. If Everbase increases the basic monthly charge in any year by an amount greater than 10%, Customer may terminate the Agreement upon written notice to Everbase within fifteen (15) days of notification of such increase.

b. Services

i. Everbase will provide the Services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair Service will be on a time and material basis unless Customer subscribes to a Service plan described on the Schedule. Repair Services for a Everbase System are described on the Schedule.

a. Customer shall pay any City, State, or Federal taxes, fees or charges which are imposed upon equipment, the installation thereof, or performance of the Services provided for herein, including any increases in charges to Everbase for facilities required for transmission of signals under this agreement.

b. At Everbase's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary Service run. If either Everbase or Customer is assessed any fine by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

c. Charges for toll free telephone usage, if selected by Customer are included in the payment described in paragraph 3.a. Everbase may increase its monthly charges to reflect any increase in charges for toll free Services. Customer shall pay any other telephone company toll line charges, including installation.

d. Installation charges set forth in Article 3 assume installation will be performed during Everbase's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or Everbase's wage rates do not apply as a result of prevailing wage requirements or otherwise, then the installation charge will be adjusted accordingly.

e. If any government agency requires any changes in the System originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

f. The prices quoted for the alarm System are based upon the number of components, type of security, and Service specified in the Schedule. Should Customer request or require additional protection, security devises or Services, this may affect the final contract price. Cost associated with conditions not apparent at Everbase's initial survey and for delays other than caused by Everbase will be borne by Customer at Everbase's then current rates.

g. Everbase shall charge interest at the rate of 1 ½ % per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. Everbase may also, upon written notice to Customer, stop providing monitoring and maintenance Services, if Customer is delinquent on any payment. Everbase may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

a. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, or interconnect with other equipment or otherwise interfere with equipment installed by Everbase, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds Everbase harmless for any claim arising out of the foregoing and that if any work is required to be performed by Everbase, due to Customer's breach of the foregoing obligations, Customer will pay Everbase for such work in accordance with Everbase's then-current prevailing charges.

b. For those premises where Everbase is to provide monitoring, Customer shall furnish Everbase an Emergency Contact List of the names, titles, telephone numbers, and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised Service, Customer shall also furnish Everbase with an authorized daily and holiday opening and closing schedule.

c. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to Everbase any claimed inadequacy in or failure of the System. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

d. Customer shall permit Everbase access to the premises for any reason arising out of or in connection with Everbase's rights or obligations under this Agreement.

e. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Everbase, any repairs or replacement shall be paid for by Customer (ordinary wear and tear will be accepted in the case of a Everbase owned System).

f. Any claim by Customer of improper installation or a defect in the System shall be made in writing to Everbase within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.f., Limited Warranty.

g. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Customer shall indemnify and hold Everbase harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Everbase's inability to recover System components when Customer moves out of the premises.

h. For those premises where Everbase is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as not installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Everbase signaling devices. Customers further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

i. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

j. Customer represents that except to the extent it has given Everbase written notice prior to the execution of the Agreement, (i) the work and/or service to be performed hereunder are not subject to any federal, state, or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause

someone other than Everbase install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by Everbase are excluded from this Agreement.

8. Title to the Everbase System; Proprietary Protection

a. Customer agrees that Everbase retains a security interest in the equipment until the full purchase price is paid.

b. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by Everbase under the Agreement for a Sold System or a Everbase System, is owned by Everbase, its affiliates or one of its OEM's and is protected by United States and International copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to Everbase. Customer may not copy the Software for any reason other than per the directions of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to Everbase for which the amount of damages would be unascertainable. Therefore, Everbase may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

a. Everbase may terminate this Agreement immediately upon written notice:
   i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate.
   ii. In the event Everbase's Customer Service Center, the telephone lines, wires or Everbase's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue Service to Customer's premises; or
   iii. As provided in Article 2 relating to expiration,

b. Customer may terminate the Agreement:
   i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using Everbase-owned equipment, the Customer must pay Everbase all payments remaining to be made under this Agreement through its scheduled expiration; or
   ii. As provided in Article 2 relating to expiration and Article 3.a. relating to price increases.

c. Upon termination of this Agreement, Customer shall permit Everbase access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of Everbase first being obtained. Everbase shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the Service provided by Everbase. For all losses, damage or injury above the limits set forth in paragraph 4.b., Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against Everbase. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge Everbase from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Everbase.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or government agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. Choice of Law

This Agreement is entered into in the State of Idaho and shall be interpreted, enforced, and governed under the laws of the State of Idaho without regard to application of conflicts of laws principles that would require the application of any other law.

15. Entire Agreement

Client Initials: BRS

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EVERBASE SOLUTIONS

Installation and Service Agreement

This agreement is made and entered into this 27th day of August, 2025 between Everbase Solutions, LLC, with its principle office located at 1262 S. 650 W. Suite 1D Farmington, UT 84025, hereinafter referred to as "Everbase" and Victory Charter School hereinafter referred to as "Customer".

System
- ☐ Fire Alarm
- ☐ Security Alarm
- ☐ Medical

Monitoring
- ☐ Fire
- ☒ Security
- ☐ Elevator
- ☐ Refuge

Service
- ☒ Central Station Reporting $ 28
- ☐ Supervised Opening & Closing $
- ☐ Unsupervised Opening & Closing $
- ☐ Reports/ ___ Monthly ____Weekly $
- ☐ Maintenance $
- ☐ Guard Response $
- ☐ Managed Access $
- ☐ Other _____ $

Advanced Communication
- ☒ Cellular $ 14
- Cellular Type Napco Starlink - LTEV

1. System and Service

☐ Everbase will sell and install, provide warranty and after-warranty repair Service, and/or provide monitoring and other Services for the security Systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule").

X Everbase will install and provide monitoring and the other Services for the security Systems (individually or collectively the "System" or "Everbase System")

The System will be installed at the premises of the Customer located at:

9779 Kris Jensen Lane, Nampa, ID 83686

Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Terms, Renewal and Expiration

a. This Agreement is effective as of the execution date of this Agreement and for use of the System and Services shall have an initial term of 36 Months (3 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for the same, unless either party gives written notice at least thirty (30) days prior to the end of such term to the other of intent to allow the Agreement to expire as of the end of the current term. Agreements may only terminate on the last day of the month, therefore requiring the notice to terminate be due no later than the 1st of any given month. Should Customer wish to buyout of their renewal contract, the amount will be equal to fifty percent (50%) of the remaining contract amount. Buyouts are only subject to contract renewals.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax)

a. Payment – Customer agrees to pay Everbase:

i. $_____ for the price of a Sold System and the Installation of the System

a) $_____ upon signing of this Agreement

b) Progress payments as follows:

c) $_____ upon completion of the Installation

ii. $ 42 for Services per month, as described in the Schedule of Service and Protection payable X Monthly ____ Quarterly ____ Semi-Annually or ____ Annually, in advance commencing from the first (1st) day of the month following the date the System becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first (1st) of the following month.

iii. Everbase may at any time following the expiration of 12 months (1 year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 months (1 year) period. If Everbase increases the basic monthly charge in any year by an amount greater than 10%, Customer may terminate the Agreement upon written notice to Everbase within fifteen (15) days of notification of such increase.

b. Services

i. Everbase will provide the Services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair Service will be on a time and material basis unless Customer subscribes to a Service plan described on the Schedule. Repair Services for a Everbase System are described on the Schedule.



a. Customer shall pay any City, State, or Federal taxes, fees or charges which are imposed upon equipment, the installation thereof, or performance of the Services provided for herein, including any increases in charges to Everbase for facilities required for transmission of signals under this agreement.

b. At Everbase's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary Service run. If either Everbase or Customer is assessed any fine by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

c. Charges for toll free telephone usage, if selected by Customer are included in the payment described in paragraph 3.a. Everbase may increase its monthly charges to reflect any increase in charges for toll free Services. Customer shall pay any other telephone company toll line charges, including installation.

d. Installation charges set forth in Article 3 assume installation will be performed during Everbase's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or Everbase's wage rates do not apply as a result of prevailing wage requirements or otherwise, then the installation charge will be adjusted accordingly.

e. If any government agency requires any changes in the System originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

f. The prices quoted for the alarm System are based upon the number of components, type of security, and Service specified in the Schedule. Should Customer request or require additional protection, security devises or Services, this may affect the final contract price. Cost associated with conditions not apparent at Everbase's initial survey and for delays other than caused by Everbase will be borne by Customer at Everbase's then current rates.

g. Everbase shall charge interest at the rate of 1 ½ % per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. Everbase may also, upon written notice to Customer, stop providing monitoring and maintenance Services, if Customer is delinquent on any payment. Everbase may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

a. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, or interconnect with other equipment or otherwise interfere with equipment installed by Everbase, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds Everbase harmless for any claim arising out of the foregoing and that if any work is required to be performed by Everbase, due to Customer's breach of the foregoing obligations, Customer will pay Everbase for such work in accordance with Everbase's then-current prevailing charges.

b. For those premises where Everbase is to provide monitoring, Customer shall furnish Everbase an Emergency Contact List of the names, titles, telephone numbers, and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised Service, Customer shall also furnish Everbase with an authorized daily and holiday opening and closing schedule.

c. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to Everbase any claimed inadequacy in or failure of the System. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

d. Customer shall permit Everbase access to the premises for any reason arising out of or in connection with Everbase's rights or obligations under this Agreement.

e. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Everbase, any repairs or replacement shall be paid for by Customer (ordinary wear and tear will be accepted in the case of a Everbase owned System).

f. Any claim by Customer of improper installation or a defect in the System shall be made in writing to Everbase within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.f., Limited Warranty.

g. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Customer shall indemnify and hold Everbase harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Everbase's inability to recover System components when Customer moves out of the premises.

h. For those premises where Everbase is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as not installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Everbase signaling devices. Customers further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

i. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

j. Customer represents that except to the extent it has given Everbase written notice prior to the execution of the Agreement, (i) the work and/or service to be performed hereunder are not subject to any federal, state, or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause

Client Initials: ___BRS_____

someone other than Everbase install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by Everbase are excluded from this Agreement.

8. Title to the Everbase System; Proprietary Protection

a. Customer agrees that Everbase retains a security interest in the equipment until the full purchase price is paid.

b. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by Everbase under the Agreement for a Sold System or a Everbase System, is owned by Everbase, its affiliates or one of its OEM's and is protected by United States and International copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to Everbase. Customer may not copy the Software for any reason other than per the directions of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to Everbase for which the amount of damages would be unascertainable. Therefore, Everbase may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

a. Everbase may terminate this Agreement immediately upon written notice:

   i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate.

   ii. In the event Everbase's Customer Service Center, the telephone lines, wires or Everbase's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue Service to Customer's premises; or

   iii. As provided in Article 2 relating to expiration,

b. Customer may terminate the Agreement:

   i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using Everbase-owned equipment, the Customer must pay Everbase all payments remaining to be made under this Agreement through its scheduled expiration; or

   ii. As provided in Article 2 relating to expiration and Article 3.a. relating to price increases.

c. Upon termination of this Agreement, Customer shall permit Everbase access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of Everbase first being obtained. Everbase shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the Service provided by Everbase. For all losses, damage or injury above the limits set forth in paragraph 4.b., Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against Everbase. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge Everbase from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Everbase.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or government agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. Choice of Law

This Agreement is entered into in the State of Idaho and shall be interpreted, enforced, and governed under the laws of the State of Idaho without regard to application of conflicts of laws principles that would require the application of any other law.

15. Entire Agreement

Client Initials: ___BRS_____

Installation and Service Agreement

This agreement is made and entered into this 13th day of November, 2024 between Everbase Solutions, LLC, with its principle office located at 1262 S. 650 W. Suite 1D Farmington, UT 84025, hereinafter referred to as "Everbase" and Victory Charter - PAC hereinafter referred to as "Customer".

System
- ☐ Fire Alarm
- ☐ Security Alarm
- ☐ Medical

Monitoring
- ☐ Fire
- ☒ Security
- ☐ Elevator
- ☐ Refuge

Service
- ☒ Central Station Reporting $ 28
- ☐ Supervised Opening & Closing $
- ☐ Unsupervised Opening & Closing $
- ☐ Reports/ ___ Monthly ____Weekly $
- ☐ Maintenance $
- ☐ Guard Response $
- ☐ Managed Access $
- ☐ Other _____ $

Advanced Communication
- ☒ Cellular $ 14
- Cellular Type Napco Starlink - LTEV

1. System and Service

☐ Everbase will sell and install, provide warranty and after-warranty repair Service, and/or provide monitoring and other Services for the security Systems (individually or collectively the "System" or "Sold System") as described on the attached Schedule of Equipment and Services (the "Schedule").

X Everbase will install and provide monitoring and the other Services for the security Systems (individually or collectively the "System" or "Everbase System")

The System will be installed at the premises of the Customer located at:

9885 Kris Jensen Lane, Nampa, ID 83686

_ Customer agrees that it has chosen this System and understands that additional or different protection is available for a higher price.

2. Terms, Renewal and Expiration

a. This Agreement is effective as of the execution date of this Agreement and for use of the System and Services shall have an initial term of 36 Months (3 Years) from the date the System first becomes operative under this Agreement, and thereafter shall be automatically renewed for the same, unless either party gives written notice at least thirty (30) days prior to the end of such term to the other of intent to allow the Agreement to expire as of the end of the current term. Agreements may only terminate on the last day of the month, therefore requiring the notice to terminate be due no later than the 1st of any given month. Should Customer wish to buyout of their renewal contract, the amount will be equal to fifty percent (50%) of the remaining contract amount. Buyouts are only subject to contract renewals.

3. Payment and Scope (prices do not include any applicable state and local sales or use tax)

a. Payment – Customer agrees to pay Everbase:

i. $_____ for the price of a Sold System and the Installation of the System

a) $_____ upon signing of this Agreement

b) Progress payments as follows:

c) $_____ upon completion of the Installation

ii. $ 42 for Services per month, as described in the Schedule of Service and Protection payable X Monthly _____ Quarterly _____ Semi-Annually or _____ Annually, in advance commencing from the first (1st) day of the month following the date the System becomes operative. Customer also agrees to pay interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first (1st) of the following month.

iii. Everbase may at any time following the expiration of 12 months (1 year) of this Agreement, increase the monthly charge specified in 3.A.ii, once in any 12 months (1 year) period. If Everbase increases the basic monthly charge in any year by an amount greater than 10%, Customer may terminate the Agreement upon written notice to Everbase within fifteen (15) days of notification of such increase.

b. Services

i. Everbase will provide the Services specified on the attached Schedule. For a Sold System, at the expiration of the limited warranty, repair Service will be on a time and material basis unless Customer subscribes to a Service plan described on the Schedule. Repair Services for a Everbase System are described on the Schedule.

4. Liquidated Damages and Everbase's Limits of Liability

a. It is understood and agreed by the parties hereto that Everbase is providing a System and/or Service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the use of the System and/or Services as described herein and are unrelated to the value of any property located on Customer's premises; that Everbase is not liable for losses which may occur in cases of malfunction or non-function of any System provided by, or Serviced by, Everbase, that Everbase is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the Service, even if due to Everbase's negligence or failure of performance; that Everbase is not liable for losses resulting from failure to warn or inadequate training; that Everbase is not an insurer, and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that Everbase offers several levels of protection and Services and that the System and/or Service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various Systems and the related costs.

b. It is agreed that it is impractical and extremely difficult to fix actual damages which may arise in situations where there may be failure of the System and/or Services provided, due to the uncertain nature of potential damages and/or value of Customer's property or the property of others kept on the protected premises which may be lost, stolen, destroyed, damaged, or otherwise affected by occurrences which the System or Service is designed to detect or avert, including loss, damage, or inability to our impairment of access to Customer's data, inability of Everbase to guarantee police, fire department and medical alert response time, and establishing a casual connection between the System or Service problems and Customer's possible loss or injuries to third parties. Therefore, if article 4.a. Is judicially determined to be invalid or unenforceable and any liability is judicially imposed on Everbase, its employees, agents or representatives, for property damage or personal injury, such liability shall be limited to an amount equal to the annual Service charge or $10,000, whichever is less. (if there is no annual Service charge, Everbase liability shall be limited to $500.) This sum shall be paid and received either (i) as liquidated damages and not as a penalty, or (ii) as a limitation or liability approved and agreed upon by the parties. The payment of this amount shall be Everbase's sole and exclusive liability regardless of whether loss or damage is caused by the performance or nonperformance of obligations under this contract or by negligence, active or otherwise, of Everbase, its employees, agents or representatives. No suit or action shall be brought against Everbase more than one (1) year after the accrual of the cause of action arises. If Customer wishes Everbase to increase the amount of the liability limitation or liquidated damages as provided above, Customer may obtain from Everbase an additional amount of limited liability or liquidated damages by paying an additional monthly Service charge to Everbase, subject to written approval by an authorized Everbase representative setting forth said terms. This clause will in no way be interpreted to establish Everbase as an insurer.

c. Since the parties agree that Customer retains the sole responsibility for the life and safety of all persons in its premises, and for protecting against losses to his/her own property or the property of others in its premises, Customer agrees to indemnify and save harmless Everbase, its employees, agents, and representatives from and against all claims, lawsuits and losses, by persons not a party to this agreement. Alleged to be caused by the improper operation of the System. Whether due to malfunctioning or non-functioning of the System or the negligent performance or non-performance by Everbase of any Service, including but not limited to, installation, monitoring, signal-handling, or notification aspects of the Service.

d. With respect to Everbase owned Systems. Customer expressly waives any and all rights and remedies conferred upon a Customer under article 2.a. of the uniform commercial code and any rights now or hereafter conferred upon a Customer by statute or otherwise that may limit or modify Everbase's rights as described in this section or other sections of this agreement or applicable schedule.

e. Paragraphs A through D of Article 4 shall apply to any other company or entity, and the work it performs, which, in addition to Everbase, furnishes as a subcontractor or otherwise, any equipment, installation, monitoring, repairs, or other Services proved hereunder.

f. LIMITED WARRANTY (SOLD SYSTEM ONLY)

Everbase warrants that the equipment will be free from defects in material and workmanship for a period of 90 Days from the date the security is placed into operation. If during warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Everbase's sole option, free of charge. Warranty repair is done 8am-4pm, Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs because the System has been adjusted, added to, altered, abused, misused, or tampered with by the Customer, operated or used contrary to the operating instructions, software has been used with an operating system other than that specified by Everbase or its original equipment manufacturer ("OEM") to, performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of Everbase. If inspection by Everbase fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Everbase's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE, EVERBASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDED THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL EVERBASE, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. EVERBASE MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEMS UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT. STATE LAW: SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, THE ABOVE LIMITIATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER. THE WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

5. Miscellaneous Charges and Increases in Charges

Client Initials: BRS

a. Customer shall pay any City, State, or Federal taxes, fees or charges which are imposed upon equipment, the installation thereof, or performance of the Services provided for herein, including any increases in charges to Everbase for facilities required for transmission of signals under this agreement.

b. At Everbase's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary Service run. If either Everbase or Customer is assessed any fine by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.

c. Charges for toll free telephone usage, if selected by Customer are included in the payment described in paragraph 3.a. Everbase may increase its monthly charges to reflect any increase in charges for toll free Services. Customer shall pay any other telephone company toll line charges, including installation.

d. Installation charges set forth in Article 3 assume installation will be performed during Everbase's normal working hours and using its own personnel. If Customer requests the installation or any part thereof to be performed outside ordinary business hours, or if the installation must be performed by outside contractors, or Everbase's wage rates do not apply as a result of prevailing wage requirements or otherwise, then the installation charge will be adjusted accordingly.

e. If any government agency requires any changes in the System originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.

f. The prices quoted for the alarm System are based upon the number of components, type of security, and Service specified in the Schedule. Should Customer request or require additional protection, security devises or Services, this may affect the final contract price. Cost associated with conditions not apparent at Everbase's initial survey and for delays other than caused by Everbase will be borne by Customer at Everbase's then current rates.

g. Everbase shall charge interest at the rate of 1 ½ % per month, or the maximum permitted by law, on any delinquent balance. A balance becomes delinquent thirty (30) days after payment is due under Article 3. Everbase may also, upon written notice to Customer, stop providing monitoring and maintenance Services, if Customer is delinquent on any payment. Everbase may charge $25.00 for any NSF check or the maximum permitted by law.

6. Further Obligations of Customer

a. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, or interconnect with other equipment or otherwise interfere with equipment installed by Everbase, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds Everbase harmless for any claim arising out of the foregoing and that if any work is required to be performed by Everbase, due to Customer's breach of the foregoing obligations, Customer will pay Everbase for such work in accordance with Everbase's then-current prevailing charges.

b. For those premises where Everbase is to provide monitoring, Customer shall furnish Everbase an Emergency Contact List of the names, titles, telephone numbers, and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised Service, Customer shall also furnish Everbase with an authorized daily and holiday opening and closing schedule.

c. Customer shall set the alarm system at such times as Customer shall close its premises. Customer shall test the alarm system prior to each closed period and shall immediately report to Everbase any claimed inadequacy in or failure of the System. Customer shall perform a periodic walk test of any motion detection equipment used on the premises.

d. Customer shall permit Everbase access to the premises for any reason arising out of or in connection with Everbase's rights or obligations under this Agreement.

e. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Everbase, any repairs or replacement shall be paid for by Customer (ordinary wear and tear will be accepted in the case of a Everbase owned System).

f. Any claim by Customer of improper installation or a defect in the System shall be made in writing to Everbase within thirty (30) days of installation completion. Such obligation shall not waive Customer's warranty rights under Article 4.f., Limited Warranty.

g. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Customer shall indemnify and hold Everbase harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Everbase's inability to recover System components when Customer moves out of the premises.

h. For those premises where Everbase is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Customer warrants and agrees that all alarm valves, gate valves, pumps, compressors, inspector test connections, or other elements of the sprinkler system as not installed or to be installed, are, or will be, corrected at Customer's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Everbase signaling devices. Customers further agrees to furnish any necessary water through Customer's meter and at Customer's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

i. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.

j. Customer represents that except to the extent it has given Everbase written notice prior to the execution of the Agreement, (i) the work and/or service to be performed hereunder are not subject to any federal, state, or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Customer) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause

beyond Everbase's reasonable control and Everbase shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold Everbase and its assigns harmless from and against any and all claims, costs and expenses of any kind (including attorney fees) for fines, penalties, back wages, bodily injury, property damage, delay, or work stoppage, that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to Everbase).

7. Further Obligations of Everbase; Limitations

a. Everbase shall not be held responsible or liable for delay in installation of the System or interruption of Service, due to strikes, lockouts, riots, floods, lightning, acts of God or any other cause beyond the control of Everbase, including interruptions in telephone service. Everbase will not be required to perform installation or supply service to Customer while any such causes shall continue.

b. If Customer has subscribed to monitoring services, the System will be connected to Everbase's monitoring facility (the "Center"). Unless specifically requested otherwise by Customer and approved by Everbase's Center, when a burglar alarm signal from the alarm system is received, the Center will first try to telephone Customer's premises, and if there is no answer then will try to telephone the first available person on Customer's emergency call list, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contained indicated that an emergency exists, the Center will attempt to notify the police department. The Center will also attempt to contact someone on the emergency call list to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, the Center will attempt to notify the police or fire department or other emergency personnel and the first available person on the emergency call list. When a non-emergency signal is received, the Center will attempt to contact the premises or the first available person on the emergency call list but will not notify emergency authorities. The Center may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Everbase and Customer are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the System. Everbase reserves the right to discontinue or change any particular response service due to such governmental or insurance requirements without notice. Customer consents to the tape and video recording of telephonic and video communications between Customer's premises and Everbase and will inform its employees and third parties that such recordings are authorized. If Customer's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Customer agrees to subscribe to such service if provided by Everbase, or otherwise comply with such requirements, and an additional fee may apply for such services.

c. If video equipment is installed, it may be integrated into the System and, upon activation, will send a video transmission to the Center. The Center will first attempt to verify the nature of the emergency by viewing the video. If the Center determines that an emergency condition exists, it will try to first telephone the premises, if available, and report the emergency condition. If there is no answer or the person answering confirms the emergency condition, then, based upon the nature of the emergency condition, the Center will notify the proper police or fire department or other emergency personnel, and the next available person on the emergency call list. If the Center determines that an emergency condition does not exist or the video is inconclusive, the Center will use the notification procedures set forth in paragraph 7.b. above.

d. Customer understands that, if the System installed is monitored, due to the nature of the method used for communicating alarm signals to Everbase's monitoring vendor, there may be times when that communication method is not able to transmit signals and Everbase will not receive alarm signals. Digital communicators use standard telephone lines and Everbase does not receive signals when the telephone system becomes non-operational or the telephone line is placed on vacation status, cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or phase radio systems or internal based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communications channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Customer understands that Everbase offers several levels of communication methods of alarm signals to the monitoring center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer are considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond Everbase's control and are maintained and serviced, solely by the applicable carriers or provider. Customer agrees to reimburse Everbase for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If the telephone service used is DSL or other broadband telephone services, it may prevent the System from transmitting alarm signals to the Monitoring Center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. Customer agrees to notify Everbase if Customer has installed or intends to install DSL or other broadband services. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

e. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of each police and/or fire departments or other agencies are not Everbase's agents nor does Everbase assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

f. Everbase shall not be responsible for the replacement of equipment or parts no longer commercially available to Everbase.

g. If an Access Control Preventive Maintenance or Software Support option is selected by Customer, Everbase will provide and install software upgrades as they become commercially available, during normal Everbase working hours. Software upgrades that do not affect the Customer's current operations, as solely determined by Everbase and the OEM, will not be installed by Everbase. In the event the Customer elects to have

someone other than Everbase install the software upgrade, the Customer shall assume any and all liability for any damage caused pursuant to the installation. Service and upgrades for third party software not supplied by Everbase are excluded from this Agreement.

8. Title to the Everbase System; Proprietary Protection

a. Customer agrees that Everbase retains a security interest in the equipment until the full purchase price is paid.

b. Any computer application program and/or documentation, collectively referred to as "Software", that is provided by Everbase under the Agreement for a Sold System or a Everbase System, is owned by Everbase, its affiliates or one of its OEM's and is protected by United States and International copyright laws and international treaty provisions. Any breach of this Agreement will automatically terminate the Customer's right to use this Software, and the Customer is obligated to immediately return such Software to Everbase. Customer may not copy the Software for any reason other than per the directions of any end user software license agreement. Customer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Customer acknowledges that any breach of this section shall result in irreparable injury to Everbase for which the amount of damages would be unascertainable. Therefore, Everbase may, in addition to pursuing any and all remedies provided by law, obtain an injunction against Customer from any court having jurisdiction, restraining any violation of this section.

9. Termination

a. Everbase may terminate this Agreement immediately upon written notice:
   i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate.
   ii. In the event Everbase's Customer Service Center, the telephone lines, wires or Everbase's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue Service to Customer's premises; or
   iii. As provided in Article 2 relating to expiration,

b. Customer may terminate the Agreement:
   i. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using Everbase-owned equipment, the Customer must pay Everbase all payments remaining to be made under this Agreement through its scheduled expiration; or
   ii. As provided in Article 2 relating to expiration and Article 3.a. relating to price increases.

c. Upon termination of this Agreement, Customer shall permit Everbase access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the System pursuant to Article 8.

10. Assignment

This Agreement is not assignable by the Customer except upon written consent of Everbase first being obtained. Everbase shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

11. Insurance and Waiver of Subrogation

Customer shall obtain, and maintain, insurance coverage to cover all losses, damage, or injury, related to or sustained by Customer in connection with, the Service provided by Everbase. For all losses, damage or injury above the limits set forth in paragraph 4.b., Customer shall look solely to its insurer for recovery of its loss and hereby waives any and all claims for such loss against Everbase. Customer agrees to obtain insurance permitting said waiver without invalidating coverage. Customer does hereby for itself and other parties claiming under it release and discharge Everbase from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Everbase.

12. Severability and Savings

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or government agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

13. Trial by Jury

Unless prohibited by law, both parties to this Agreement, knowingly, voluntarily and intentionally waive any right they may have to a trial by jury in respect of any litigation arising out of, under, in connection with, or relating to this Agreement.

14. Choice of Law

This Agreement is entered into in the State of Idaho and shall be interpreted, enforced, and governed under the laws of the State of Idaho without regard to application of conflicts of laws principles that would require the application of any other law.

15. Entire Agreement

Client Initials: BRS

It is agreed to and understood by the parties that this Agreement, including the provisions of Article 4, constitutes the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of Everbase. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order document submitted by Customer. This Agreement shall not become binding on Everbase until approved and accepted by Everbase or Everbase begins the installation or Services as provided below.

Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

Client: Victory Charter School

Accepted By: Brett Stimpson

Signature: [redacted]

Title: Technology Coordinator

Date: 11/13/2024

Everbase Solutions L.L.C.

Accepted By: Todd Justesen

Signature: [redacted]

Title: Sales Manager

Date: 11/13/2024

Client Initials: _____

CONTRACT FOR DUAL ENROLLMENT

2026-2027 School Year

THIS CONTRACT is made and entered into this 28th day of July 2026, by and between **NAMPA SCHOOL DISTRICT NO. 131**, hereinafter referred to as "**Nampa District**", and **"VICTORY CHARTER SCHOOL"**, hereinafter referred to as **"Victory"**, collectively referred to in this Contract as "**Parties**".

The parties covenant and agree as follows:

1. To be eligible for a student to be dual enrolled in a curriculum (academic) or extra-curricular activity (hereinafter collectively referred to as "**Program**"), there must be available room or a space for that student in that Program. If any specific Program reaches maximum enrollment for that Program, priority for enrollment will be given to a full-time student enrolled in a school of Nampa District.

2. VICTORY agrees to be bound by Nampa District Board Policy and Administrative Rules and Regulations governing dual enrollment in effect as of the date of this Contract.

3. The reimbursement of costs to be paid by VICTORY for its/their students enrolled in a Program provided by Nampa District are set forth in Attachment B, incorporated herein in full by reference, and are accepted by VICTORY.

4. All students eligible for dual enrollment will be required to submit an application for entrance to a Program of Nampa District.

5. Reimbursements for costs of dual enrollment to Nampa District shall be by billing to VICTORY on or before December 31, 2026, for first trimester classes and fall sports/activities, and on or before May 31, 2027, for second and third trimester classes and winter and spring sports/activities from the school in which the student is participating at. Payment is to be made to the school on the invoice within thirty (30) days of the date of billing.

6. This Contract shall be in full force and effect for the school year 2026-2027 and will terminate June 30, 2027.

7. The provisions and stipulations of this Contract shall inure to and bind the heirs, executors, administrators, assigns and successors in interest of the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

NAMPA SCHOOL DISTRICT NO. 131

Steve LaBau

Executive Director, Secondary Education

[redacted] 7/28/26
Date

VICTORY CHARTER SCHOOL

Darren Mckenzie
Print Name

[redacted]

7/28/2026
Date

Nampa School District

Reimbursement Costs Per Student for Public Schools Choosing Not to Share Average Daily Attendance for the 2026-2027 School Year

Academic Participation

Reimbursement costs for academic courses are based on the monthly per capita cost incurred by the Nampa School District. This cost is published by the Idaho Department of Education and is the foundation to establish tuition rates to be charged for curricular participation for the 2026-2027 school year. **Please note that this schedule will be updated when new tuition costs are received from the State Department of Education.** ***Rates below reflect 2025-2026 school year.***

The monthly per capita cost for an **elementary** student is **$1067.72**. Elementary tuition will be prorated based on the portion of the day the student attends.

The monthly per capita cost for a **secondary** student is **$1206.47**. At the secondary level, the trimester charges are calculated by multiplying the per capita amount by 9 months, dividing by the number of classes offered, then dividing by three.

> In grades 6-12, a student may take up to six classes, so the fixed amount per class will be **$603.23** per trimester ($991.26 x 9 months / 6 classes / 3 trimesters).

The reimbursement costs for academic participation cover costs paid by NSD including teacher salaries and benefits, textbooks/curriculum purchases, class supplies and building costs.

Extra-Curricular Participation Fee

Category	Activity	Cost
High School Cut Sports	Basketball, Baseball, Volleyball, Softball, Cheerleading, Dance Team, Soccer, Golf	$125.00
High School Non-Cut Sports	Track, Tennis, Cross Country, Wrestling, Football, Swim Team	$125.00
Middle School Cut Sports	Basketball, Baseball, Volleyball, Softball, Cheerleading, Soccer, Golf	$75.00
Middle School Non-Cut Sports	Track, Tennis, Cross Country, Wrestling, Football	$75.00
All Non-Athletic Extra Curricular Activities	Middle and High School Activities	$125.00

Note: Marching Band and Color Guard are one-trimester academic courses and students must enroll in those courses to participate.

The reimbursement costs for extra-curricular participation include the use of school uniforms (other than those included in Spirit Packs), coaches' salaries, bus transportation to and from competitions and facility expenses. These fees are refundable if the student is cut from the team due to space availability.

Specific Sport Related Fees and Activity Card Fees are paid by the athlete at the school level and are not included within the fees listed above.

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FINALSITE

Customer: Victory Charter School
Created By: Ruthann Goodwin
Renewal
4/22/2025
Proposal Valid for 30 days

This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Victory Charter School ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at https://www.finalsite.com/masterterms/useducationagencies and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

**** Indicates products added*** ***[x] Indicates products removed***

CMS Platform

Platform	
CMS Core (Website)	

Setup and Creative and Professional Services	
*Feeds Subscription Setup	

Modules	
App Notifications Sender	Support Plus

Products Included in CMS Core	
Calendar	Roles & Permissions
Posts	Standard Search
Forms	People Manager
Payments	Resource Manager
Faculty Portals	MFA / Authentication
Staff Directories	24/7 Support
Crisis Mode	Social Media Feeds - Starter
Page Pops	Number of Sites (2)
Cloud Storage 10 GB/Site	

Communications

Modules

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iOS/Android App	

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

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FINALSITE

Customer: Victory Charter School
Created By: Ruthann Goodwin
Renewal
4/22/2025
Proposal Valid for 30 days

Application Services Subscriptions Costs:
Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

Total Setup Cost (USD)
$ 0

Schedule	Amount
Period 1 - Jul 01 2025	$ 4,771
Period 2 - Jul 01 2026	$ 5,057
Period 3 - Jul 01 2027	$ 5,361

B. Additional Terms

1. **Initial Term: Unless otherwise specified in the Special Provisions above, the Initial Term shall be [3] years**
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (3) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides AIT, or AIT provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Effective Date: Upon execution of this Order.**
4. **AIT standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.**
5. **All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.**
6. **Fees shall be subject to increase upon notice by AIT for any renewal term, provided that any annual increase in fees shall be limited to the greater of 6% or the increase in US CPI.**
7. **In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.**

Docusign Envelope ID: 744F62DF-4AB6-4824-9238-3CE58F14C13E

FINALSITE

Customer: Victory Charter School
Created By: Ruthann Goodwin
Renewal
4/22/2025
Proposal Valid for 30 days

C. Payment Terms

1. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars ($) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
2. Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference.

Customer: Victory Charter School	**Active Internet Technologies ('AIT')**
Signature Signed by: [redacted]	**Signat** DocuSigned by: [redacted]
Name (printed) Brett Stimpson	**Name** Jim Calabrese
Title (printed) Technology Coordinator	**Title (printed)** Chief Financial Officer
Date 4/22/2025	**Date** 4/22/2025

Liberty Charter & Victory Charter School
Sewer Lift Station Maintenance Agreement

Section 1

Agreement

This agreement made and entered into this 5th day of June, 2019 by and between Liberty Charter & Victory Charter School, hereby known as the Owner and Black Water, LLC. PO Box 3723, Nampa, ID 83653. Hereby known as the contractor.

Whereas, Owner owns certain properties situated in the, State of Idaho, called Liberty Charter & Victory Charter School, hereinafter referred to as the project.

Whereas, Owner desires to engage the services of contractor to maintain some of the improvements made to the property.

Now, therefore, the premises being as hereinafter described and in consideration of the agreement of the parties hereinafter set forth.

IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

ARTICLE I-CONTRACTOR

A. The Contractor specifically states that it is an independent contractor and not an employee of owner, doing business as Black Water, LLC. Contractor shall independently comply with all Workman Compensation and Unemployment laws and shall release Association from any and all liability, record keeping and compensation pertaining to Contractor and its employees.

B. The Contractor specifically states and agrees that Contractor is knowledgeable in the area of work being contracted for and familiar with the codes, ordinances, or laws they pertain to the installation of materials and workmanship as specified in this contract, project drawings and specifications.

ARTICLE II-MANAGER/OWNER REPRESENTATION

A. Owner has engaged the services of _____to handle the day to day management of the association affairs and business. As such, Contractor shall work under the supervision and direction of _____, Phone - .

ARTICLE III-SCOPE OF WORK

A. The Contractor will inspect the site and familiarize himself with all the existing conditions to be encountered in the work, and hereby agrees to furnish the materials, the equipment and labor necessary to perform Lift Station maintenance in accordance with the following requirements and provisions of the drawings and specifications from Owner, for the sum of ($3000.00) per twelve month period.

B. Minimum requirements:
   1. Provide 24/7 on-call support and emergency repair.
   2. Weekly Inspection
      A. Text Buddy Boyd when onsite
      B. Record pump run times.
      C. Inspect wet well for abnormal conditions.
   3. Monthly inspection to take place the last week of each month.
      A. Inspect control panel for evidence of required maintenance or repair.
      B. Run pumps to ensure functionality.
      C. Record pump run times.
      D. Record pump amperage readings.
      E. Remove heavy grease and floating debris from wet well.
      F. Clean floats if necessary.
      G. Weed control within Lift Station immediate area.
   4. Perform following preventive maintenance test two (2) times per year:
      A. Inspect control panel for loose or corroded contacts. Tighten or clean as required.

B. Perform functionality test of all indicator lights and manual switches and buttons.
C. Test automatic operation of backup system.
D. Run pump to fill lines, check for leaks, and tighten joints as required.
E. Test operation of high and low water level, and power failure alarms. Verify alarm received by remote monitoring station.
F. Test operation of, Pressure Transducer high/low pressure switch. Adjust as required.
G. Ensure control cabinet and immediate area is clean before closing.

ARTICLE IV-CONTRACT PAYMENTS

The owner shall pay the Contractor for the performance of the work as stated in Article III herein, as outlined below.

The contractor understands that he will take this amount in full payment for the performance of the work and that there will be no change in the contract price except herein Article IV.

The owner shall make payments on account of the contractor as follows:

A. $250.00 monthly payments.
B. On no later than the 5th day of every month, the Contractor shall present to the owner a Request of Payment for the contract fee and any additional work, if any, performed in the previous month. Request shall be made on a form furnished by or acceptable to the owner. Said form shall be completed in its entirety. The owner shall pay for work in addition to the contract fee at a rate of $80.00 per man hour, and $125 per man hour for crane truck.
C. The owner shall make available to the Contractor for payment to be received either in person or by mail so that the Contractor is paid by the 15th day of the month. However, failure by Contractor to submit request for payment on time or at all, will result in late or non-payments as applicable.
D. The owner shall have the right to make any and all deductions as provided for under this agreement from any progress payment. Such deduction shall be clearly stated in an appropriate manner and be attached with the payment to the contractor.

ARTICLE V-TIME OF COMPLETION

The Contractor shall prosecute its work with due diligence. In the event of default of Contractor to perform its work, or in discretion of the Owner that Contractor is not meeting the schedule, in conjunction with liquidated damages, the Owner shall have the right to contract with another contractor to complete any or all work as deemed appropriate by Owner. In doing so, all cost associated with said charge shall be deducted from any amounts due Contractor.

ARTICLE VI-MODIFICATION OF CONTRACT WORK OR TIME

Any and all changes to this contract shall be provided for in this Article.

A. Owner Changes. Contractor shall be entitled to payment for any work modifications in the scope of work as directed by the Owner. With the exception of emergencies, Contractor shall receive a written directive and respond with the cost for said modification of work. The Owner shall respond with a directive to proceed and follow up with the appropriate written change order.
B. Contractor Changes. Contractor shall notify the Owner in writing of any modification work, contract amounts, that Contractor deems he is entitled to or is appropriate for the project. The Owner shall respond to any such request and give appropriate direction.
C. Abandonment of Lift Station. Contractor will pro rate the total of this contract if the station is abandon due to no fault of owner. Owner will notify contractor 30 days in advance in writing. Contractor will charge our hourly rate of $80.00 per man hour for any additional work performed by the direction of the owner.

Section Two
Term of Service Provider Contract

The term of this Service Contract is five years, beginning 5th day of June, 2019 and terminating on the 4th day of June, 2024. The contract shall automatically renew at the end of this term unless 60 days written notice of termination is provided by either party. The contract can be terminated by either party should the other party not meet the described obligations of the contract by providing 60 days written notice.

[redacted]

Black Water, LLC

[redacted]ool

Accepted By:

Position: Facilities Dir.

MEMORANDUM OF AGREEMENT

ADMISSIONS PREFERENCE FOR LEGACY CHARTER SCHOOL STUDENTS

TO ENROLL AND ATTEND VICTORY CHARTER SCHOOL

WHEREAS, Victory Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, Legacy Charter School is a public charter school authorized by the Idaho Public Charter School Commission; and

WHEREAS, both Victory Charter School and Legacy Charter School operate as Harbor Method Schools providing educational choice options to families residing in Nampa, Idaho; and

WHEREAS, during the 2015 legislative session, applicable provisions of Section 33-5205(3)(k) were amended to include a preference in admissions for pupils seeking to transfer to another Idaho Public Charter School from one at which they have been enrolled for at least one (1) year, provided that this admission preference shall be subject to an existing written agreement for such preference between the two charter schools at issue; and

WHEREAS, the governing boards of Victory Charter School and Legacy Charter School have received approval of amendment to each school's respective Charter with regard to the admissions process and preference identification for charter student transfers; and

WHEREAS, now the governing boards of Victory Charter School and Legacy Charter School agree that allowing students to transfer from Legacy Charter School to the Victory Charter School serves the best interest of students enrolled in the school's program and the overall operation of the Legacy Charter School; and

WHEREAS, the governing boards of Victory Charter School and Legacy Charter School previously entered into agreement regarding the subject matter of this Memorandum, when legislation having been passed, with such Agreement having an effective date of July 1, 2015;

NOW THEREFORE, this Memorandum is intended and does hereinafter supersede any prior Agreement regarding priority admission for charter school student transfers, until otherwise legally prohibited or a change in the Agreement between the respective governing boards states otherwise; and

FURTHER THEREFORE, the governing Board of Victory Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of more than three (3) full school years, has earned "meets" in Time Management during three of the four quarters of the eighth grade, and has successfully completed the eighth (8^{th}) grade, (see policy 2600 for completion requirements) shall receive a first priority admissions preference (after Victory's preferences, ie. Victory

siblings) as a student seeking to transfer from Legacy Charter School to Victory Charter School, for the next successive grade level; and

FURTHER THEREFORE, the governing Board of Victory Charter School, through this Memorandum of Agreement, agrees that any student who has been enrolled at Legacy Charter School for a period of one (1) full year but less than three (3) full years, has earned "meets" in Time Management during three of the four quarters of eighth grade, and has successfully completed the eighth (8th) grade, (see policy 2600 for completion requirements) shall receive a second priority admissions preference as a student seeking to transfer from Legacy Charter School to Victory Charter School, for the next successive grade level; and

FURTHER THEREFORE, there shall be no priority admission preference for any student seeking to transfer from Victory Charter School to Legacy Charter School; and

FURTHER THEREFORE, any such student seeking transfer pursuant to this Memorandum of Agreement and admission preference shall still be required to complete all admissions activities and documentation as required from any other student seeking to enroll who holds an admission preference status; and

FURTHER THEREFORE, this Memorandum shall become effective on upon the date of the last signature identified below; and

FURTHER THEREFORE, this Memorandum of Agreement shall remain in effect until otherwise legally prohibited or there is otherwise a modification or revocation of the Memorandum of Agreement between the respective governing boards.

[redacted]

Governing Board Chair

Victory Charter School

Signature Date: 6/25/24

Date Approve by Governing Board: 6-20-24

[redacted]

Legacy Charter School

Signature Date: 6-20-24

AGREEMENT

This Agreement ("**Agreement**") is effective _July_1_, 2026, by and between Victory Charter School, a charter school organized and existing under the laws of the State of Idaho, with its principal offices at 9779 Kris Jensen Lane, Nampa, Idaho 83686 ("**School**"), and BMed, Inc., a corporation organized and existing under the laws of the State of Idaho, with its primary office located at 2422 12th Ave Road, #356, Nampa, Idaho 83686-6300 ("**BMed**").

WHEREAS BMed is the founder of the Harbor School Method™, an effective method for elementary and secondary education, and BMed owns the copyright and has knowledge and expertise in the area of establishing, developing, operating and managing Harbor School Method™ charter schools;

WHEREAS the School operated as a Harbor School Method™ charter school for many years;

WHEREAS the School wants to continue the Harbor School Method™ and believes that BMed's expertise will enable the School to successfully operate and ensure it meets all of the qualifications and requirements necessary to continue operation as a Harbor School Method™ charter school;

WHEREAS BMed has represented to the School that it shall, during the term of this Agreement, be primarily responsible for the provision of the services to be provided hereunder;

WHEREAS the School wishes to engage BMed to provide the Harbor School Method™ to the School on the terms and conditions set out below, to assure that such method is properly and consistently implemented, and BMed is prepared to enter into this Agreement with the School.

WHEREAS, the intended purpose of this Agreement is for the School to have available and to use the Harbor School Method™ and to have the following-described assistance and review by BMed to assure that such educational method is properly implemented.

NOW, THEREFORE, the parties agree as follows:

1. ENGAGEMENT

The School hereby engages BMed to provide direction, expertise and review in the operation of the School under the Harbor School Method™ as specifically set out in this Agreement and such services as may, from time to time, be requested by the School. Such services shall be provided by BMed and through such agents and supervisors as determined by BMed.

2. TERM, RENEWAL AND TERMINATION

2.1 The term of this Agreement shall run until the end of the 2035-2036 academic year ("**Term**").

2.2 Automatic Renewal. At the end of any Term or Extended Term, defined below, this Agreement shall automatically renew for an additional period of twelve (12) academic years, or the full term of the School's then-current approved charter from the State of Idaho, whichever is shorter ("**Extended Term**").

2.3 Cancellation. Either School or BMed may cancel this Agreement by giving the other party at least one (1) year notice of such cancellation prior to the end of the Term or any Extended Term. Upon notice of termination by School, the fee for the final year of this Agreement shall be calculated pursuant to Section 3.2 and 3.3. If notice is not timely given, this Agreement shall automatically renew as provided in Section 2.2, above.

3. FEES AND PAYMENT

3.1 BMed shall be paid a fee for its services for each academic year of the Term or Extended Term. BMed shall submit an invoice for such fee to the School's governing board on or before July 1 of each year for the following academic year. For the initial Term, the fee shall be $30,000.00 per academic year. Payment of the fee shall be due from the School within thirty (30) days.

3.2 Notwithstanding the foregoing, if School cancels this Agreement, or chooses not to renew this Agreement at the end of any Term or Extended Term, the fee for the final academic year of this Agreement shall be equal to ten percent (10%) of all Idaho state funding received by School for such academic year.

3.3 The parties acknowledge and agree that the fee for the final academic year School uses the Harbor School Method™ described in section 3.2 will likely exceed fees paid for prior academic years. This provision is a fundamental part of the negotiated terms of this Agreement and is based on the mutual understanding that the charges set forth in this Agreement for the initial Term and Extended Terms are far below prevailing charges for similar academic programs. Charges calculated in the final academic year pursuant to section 3.2 above represent the agreed fair market value of services that would have been appropriate for each academic year covered by this Agreement.

4. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF BMED

BMed's rights, duties and responsibilities towards the School shall include, but not be limited to the following services and actions to assure that the Harbor School Method™ is properly implemented:

4.1 Provide direction and training for the Harbor School Method™ to School's governing board and administrator(s);

4.2 Approve the amended and projected budgets before they are submitted to the School's governing board for approval;

4.3 Direct and advise on new School purchases over $2000;

4.4 Review and approve staff evaluations, including related pay increases and/or raises prior to their submission to the School's governing board for approval;

4.5 Conduct random onsite evaluations and reviews at BMed's discretion;

4.6 Evaluate and determine whether the School meets Harbor School Method™ criteria and whether the School will retain the Harbor School Method™ designation.

5. DEFAULT

5.1 The School shall be deemed to be in default under this Agreement upon the occurrence of any of the following events:

(a) The School becomes insolvent and/or the School's charter is revoked;

(b) The School fails, refuses or neglects to promptly pay any monies owing BMed when due under this Agreement; or

(c) BMed, in its discretion, determines that the School has failed to properly follow the Harbor School Method™

5.2 BMed shall be deemed to be in default under this Agreement at the occurrence of any of the following events:

(a) BMed fails, refuses or neglects to promptly perform any obligations owing to the School under this Agreement.

5.3 Upon the occurrence of any event of default outlined in Sections 5.1 or 5.2 above, the party not in default shall be entitled, at its option, to terminate this Agreement. As a precondition to termination, however, the non-defaulting party shall give written notice of the default to specifying in detail the alleged event of default and providing the defaulting party a reasonable time to cure.

5.4 Upon termination of this Agreement by either party, the School will no longer be an approved Harbor School Method™ school, will have no right to use the Harbor School Method™ and shall remove the Harbor School Method™ designation from all materials, including but not limited to, curriculum, web sites, advertising materials, and charter school documents.

6. RELATIONSHIP OF THE PARTIES AND INDEMNIFICATION

6.1 It is understood and acknowledged by the parties that this Agreement does not create a fiduciary relationship between them and that nothing in this Agreement is intended to, nor shall it be construed to, constitute a joint venture, partnership or employer/employee relationship.

6.2 The School agrees to indemnify and hold BMed harmless from any liability under any contract School enters into with any third party relating to this Agreement. School shall reimburse BMed for any expense that BMed may reasonably pay or incur in connection with such contracts.

6.3 The School further undertakes to indemnify and hold harmless BMed from any claim made by any third party related to this Agreement for any relief whatsoever whether or not arising out of any act or omission of BMed, or any person acting under its supervision, and whether or not the claim is well-founded.

6.4 BMed understands and agrees that it will not take any tax position inconsistent with or contrary to the School's and that BMed has no right or interest in the School's revenue, except for the payments provided for in this Agreement at Section 3, nor does it share any responsibility for the School's losses.

7. SEVERABILITY AND CONSTRUCTION

7.1 Except as expressly provided to the contrary herein, each article, term, condition and provision of this Agreement shall be considered severable, and if, for any reason whatsoever, any article, term, condition or provision herein is deemed to be invalid, illegal or incapable of being enforced as being contrary to, or in conflict with any existing or future law or regulation by any court or agency having valid jurisdiction, such shall not impair the operation or have any other effect upon such other articles, terms, conditions and provision of this Agreement, and the latter shall continue to be given full force and effect by the parties and construed as if such invalid, illegal or unenforceable article, term, condition were omitted.

7.2 All captions, titles, headings and article numbers herein have been inserted solely for the convenience of the parties, and none such shall be construed or deemed to affect the meaning or construction of any provision hereof, nor to limit the scope of the provision to which they refer.

7.3 All references herein to the masculine gender shall include the feminine gender and all references herein to the singular shall include the plural, where applicable.

7.4 This Agreement constitutes the entire, full and complete Agreement between the

School and BMed concerning the subject matter hereof and shall supersede all other agreements. No other representations have induced the School to execute this Agreement. No amendment, change or variance of this Agreement shall be binding upon either party, unless mutually agreed to by the parties and executed by them, or their respective authorized employees, officer, or agents, in writing.

8. WAIVER

No failure, delay, waiver, forbearance or omission by either of the parties hereto of the conditions or of the breach of any term, provision, covenant or warranty contained herein, whether by conduct or otherwise, and no custom or practice of the parties not in accordance with the terms and conditions hereof, shall constitute or be deemed to be or be construed as being a further or continuing waiver of any future breach of such condition, or the waiver of any other condition or of the breach of any other term, provision, covenant or warranty of the Agreement. In particular, no acceptance by BMed of any payments due to it hereunder shall be deemed to be a waiver by BMed of any preceding breach by the School of any of the terms, conditions or provision of this Agreement.

9. NOTICES

Any and all notices required or submitted under this Agreement shall be given in writing and shall be personally delivered or mailed by registered mail, postage prepaid and return receipt requested, except in the event of a postal disruption, to the following addresses unless and until a different address has been designated by notice in wiring to the other party:

Victory Charter School
9779 Kris Jensen Lane
Nampa, Idaho 83686

BMED, Inc.
2422 12th Ave Road, #356
Nampa, Idaho 83686-6300

10. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho.

11. PROHIBITION ON DISTRIBUTION

School shall take all steps necessary to assure that no Harbor School Method™ materials, programs, procedures, policies, nor any other information provided to School under this

Agreement will be shared or distributed to any third parties, including without limitation, any other schools or any teachers, administrators, or staff other than those working for School and using such materials exclusively for School.

12. INCAPACITY

In the event Rebecca Stallcop, President and Founder of BMed, becomes incapacitated for any reason or in the event of her death, Seth Stallcop will succeed her in performing all of BMed's obligations under this Agreement.

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

[redacted]

By: Darren Mckenzie
Its: Vice Chair, Governing Board

BMED, INC.

[redacted]

By: Rebecca Stallcop
Its: President, BMed

HOLD HARMLESS AGREEMENT

This document memorializes the Hold Harmless Agreement ("Agreement") entered into between Liberty Charter School ("Liberty") and Victory Charter School ("Victory"), (collectively referred to as the "Parties") and contains all the terms of the Agreement between the Parties. Any changes or additions to this agreement must be in writing and signed by both Parties.

WHEREAS: Pursuant to and in accordance with Idaho Code Section 33-203, from time to time, students of Liberty may dual enroll at Victory, and students at Victory may similarly dual enroll at Liberty;

WHEREAS: The Parties acknowledge and agree that both shall follow the procedures and requirements set forth at Idaho Code Section 33-203, when accepting and enrolling dual enrollment students from the other school; and

WHEREAS: The Parties desire to clarify their mutual understanding with regard to any and all claims, legal or otherwise that could possibly be brought, one against the other, as a result of mutual student dual enrollment;

WHEREFORE, pursuant to the above, the Parties agree as follows

1. Commencing on or about November 1, 2020, the Parties mutually agree to release, indemnify and hold harmless the other, from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expense and compensation, and all known and unknown, foreseen and unforeseen bodily and personal injuries and property damage and the consequences thereof whatsoever which may accrue on account of or in any way grow out of the dual enrollment of any student from one school to the other.

2. All written correspondence regarding this Agreement shall be forwarded to the following person's and addresses:

MRS. REBECCA STALLCOP - Principal
Liberty Charter School
9955 Kris Jensen Lane
Nampa, ID 83686

DR. MARIANNE SAUNDERS – Co-Principal
MRS. TERA LUCE – Co-Principal
Victory Charter School
9779 Kris Jensen Lane
Nampa, ID 83686

3. This Agreement shall be construed under the laws of the State of Idaho. Federal and State Courts in Idaho shall have exclusive jurisdiction and venue over this Agreement and the Parties, and shall serve as the exclusive venue for all litigation between the Parties arising from this Agreement. Litigation commenced in any other venue shall be transferred to Idaho.

4. The Parties below, by their signatures, hereby represent that they are authorized to enter into this Agreement and bind the respective parties thereto, and acknowledge that they have read and understand the terms set forth herein:

[redacted]

Date: 12/1/2020

Date: 12/15/2020

Date: 12/15/2020

Food Service Agreement Contract

THIS AGREEMENT is made and entered into between Debby Hall, and Victory Charter School, Inc.

WHEREAS Debby agrees to the following:

- Will provide standardized recipes that have been analyzed to meet the standards of USDA.
- Will provide analyzed menus that will meet the standards of USDA
- Will provide production sheets.
- Will complete amended and projected budgets.

- For the services above Victory agrees to pay Debby Hall $5000.00 per school year until either party terminates the contract with 30 day written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the dates indicated below:

Debby Hall

[redacted]

12/14/21

Date

~~Victory~~ Charter School

25 Jan 2022

Date

Contract for School Psychologist Services

Victory Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Victory Charter School beginning August 1st,2022 and ending June 30, 2023 with automatic renewal unless either party terminates the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.

Provider agrees to provide the following services as an independent contractor:

1. To provide the Charter Schools with School Psychological services as a qualified and certified school psychologist.
2. To provide screenings, evaluations, consultations, Medicaid billing, participate in meetings and report writing as requested and needed by the charter schools within expected time lines.
3. To provide monthly log of hours worked.
4. Follow the policies and regulations of the Charter Schools and adhere to the ethics and professional standards of the National Association of School Psychologists.

Charter schools agrees to:

1. Pay for services at the rate of $125.00 an hour on a monthly basis.
2. Provide needed records and materials to provide these services.

Agreed and Accepted by:

Name: Leena Weav[redacted] Title: School Psychologist Date: 6/20/2022

Nar[redacted] Title: Board Chair Date: 6-28-22

Occupational Therapy Service Contract

This agreement for services (hereinafter referred to as "Agreement") is entered into by and between **Foundations Pediatric Therapy PLLC** - (hereinafter referred to as "Provider or Occupational Therapist or OT") and **Victory Charter School** (hereinafter referred to as School).

Recital
Provider and School hereby covenant and agree as follows:

1. Provider agrees:
1.1 To provide School with Occupational Therapy services through the utilization of a qualified, certified and/or licensed occupational therapist or occupational therapy assistant under the supervision of an occupational therapist. The OT/OTA will maintain a current Idaho Occupational Therapy License, and abide by all licensure rules, ethics, and OT practice guidelines.
1.2 To provide screenings, evaluation, and treatment for individuals and/or groups; and relevant education and training to staff on topics related to Occupational Therapy and student performance in school environments when requested or appropriate to facilitate student progress.
1.3 To provide a monthly statement based on a fee of $78 per hour for services provided by an OTA and $85 per hour for services provided by the OTR to include treatment, and all other services / work on behalf of Victory Charter School ie: evaluations, meetings, scheduling, documentation / paperwork, staff trainings, communications with school staff and/or parents, email correspondence, etc. Services including evaluations may be provided via virtual means as needed, although efforts to conduct therapy in person will be made.
1.4 To maintain the necessary records as required by SIS, OT Practice Act, therapy reimbursement sources - such as Medicaid - and requirements of State Dept. of Education Special education guidelines. If school requests handwritten medicaid forms, they will be billed for the extra time required for completion.
1.5 To provide administrative services necessary for the completion of required reports and records as required by School, OT Practice Act, and Special Education rules and regulations.
1.6 To provide all required documentation for meetings as necessary that are specific to student outcomes or school policies; OT/OTA agrees to attend meetings and "staffing" as often as possible, either in person or virtual attendance via audio / video conference.
1.7 To provide proof of liability insurance.
1.8 To provide documentation for mileage reimbursement, applicable for non-routine / impromptu visits to school when requested.

2. School agrees:
2.1 School agrees to payment at the rates set forth above for services provided. Furthermore, School agrees to remit such payment within thirty (30) days of receipt of a billing statement. A service charge will be applied to late payments at the rate of one percent (1%) per month for each statement past due.

2.2 To provide consumable and non consumable materials (e.g diagnostic, therapy, copier / printer) necessary for therapy management / implementation such as adaptive paper, pencil grips, pencils, white board markers, erasers, etc. Any treatment / diagnostic materials including therapy assessments, protocols, and / or therapy supplies / equipment purchased by School will remain with the school district at the termination of this contract. Any items purchased by Provider will remain with the provider at the termination of the contract. Any test protocols utilized by the OT for student eligibility will be reimbursed at $8/protocol.
2.3 To provide adequate / functional space in which Occupational Therapy can be delivered in accordance with program philosophy.
2.4 To make records of students available to Provider as necessary to provide services.
2.5 To provide invitations to meetings and requests for documentation, (ie. Progress Reports) in advance to ensure Provider has ample time for document preparation.
2.6 To provide reimbursement for any required fingerprinting or background checks - limited to no more than two per school year.

3. Other Terms
3.1 The terms of this Agreement shall begin on the date of execution and cease on May 30, 2025, with automatic renewal annually unless either party terminates the agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.
3.2. School agrees to retain all required records for provision of services contemplated herein for a period of three (3) years or the length required by law whichever is more.
3.3 Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own cost. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.
3.4 This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.
3.5 The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HERE OF, the parties hereto have caused this Agreement to be executed on this day of June 25, 2024.

By Provider: [redacted] Date: 6-25-24

By School: [redacted] Date: 25 June 2024

Darren L McKenzie

Print Name

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between **(Victory Charter School)** (the "Covered Entity") whose principal address is 9779 Kris Jensen, Nampa, ID, 83686, and **AssetWorks Risk Management Inc. dba Go Solutions** (the "Business Associate") whose principal address is: 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220, shall commence on **(July 1, 2022)** (the "Effective Date").

RECITALS

WHEREAS, the Covered Entity previously has entered into an underlying agreement with the Business Associate, whereby the Business Associate has agreed to provide certain services to the Covered Entity (the "Service Agreement");

WHEREAS, to provide such services to the Covered Entity under the Service Agreement, the Business Associate must have access to certain protected health information ("Protected Health Information" or "PHI"), as defined in the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Standards") set forth by the U.S. Department of Health and Human Services ("HHS") pursuant to the Health Insurance Portability and Accountability Act of 1996, ("HIPAA") and amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA") and the Genetic Information Nondiscrimination Act of 2008 ("GINA");

WHEREAS, to comply with the requirements of the Privacy Standards, the Covered Entity must enter into this Agreement with the Business Associate.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

I. Definitions

If terms are used, but not otherwise defined under this Business Associate Agreement, such terms shall then have the same meaning as those terms in the Privacy Rule.

(a) "Covered Electronic Transactions" shall have the meaning given the term "transaction"" in 45 CFR §160.103.

(b) "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR §160.103.

(c) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

(d) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information in 45 CFR Part 160 and Part 164, subparts A and E.

(e) "Protected Health Information (PHI)" shall have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of a Covered Entity.

(f) "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

(g) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(h) "Standards for Electronic Transactions Rule" means the final regulations issued by HHS concerning standard transactions and code sets under the Administration Simplification provisions of HIPAA, in 45 CFR Part 160 and Part 162.

(i) "Security Incident" shall have the same meaning as the term "security incident" in 45 CFR §164.304.

(j) "Security Rule" shall mean the Security Standards and Implementation Specifications in 45 CFR Part 160 and Part 164, subpart C.

(k) "Transaction" shall have the meaning given the term "transaction" in 45 CFR §160.103

(l) "Unsecured Protected Health Information" shall have the meaning given the term "unsecured protected health information" in 45 CFR §164.402.

II. Safeguarding Privacy and Security of Protected Health Information

(a) ***Permitted Uses and Disclosures.*** The Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on the Covered Entity's behalf or receives from the Covered Entity (or another business associate of the Covered Entity) and to request Protected Health Information on the Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") only:

> **(i) Functions and Activities on the Covered Entity's Behalf.** To perform those services referred in the established services agreement.
>
> **(ii) Business Associate's Operations.** For the Business Associate's proper management and administration or to carry out the Business Associate's legal responsibilities, provided that, with respect to disclosure of the Covered Entity's Protected Health Information, either:
>
> (A) The disclosure is Required by Law; or

(B) The Business Associate obtains reasonable assurance from any person or entity to which the Business Associate will disclose the Covered Entity's Protected Health Information that the person or entity will:

(1) Hold the Covered Entity's Protected Health Information in confidence and use or further disclose the Covered Entity's Protected Health Information only for the purpose for which the Business Associate disclosed the Covered Entity's Protected Health Information to the person or entity or as Required by Law; and

(2) Promptly notify the Business Associate (who will in turn notify the Covered Entity in accordance with the breach notification provisions) of any instance of which the person or entity becomes aware in which the confidentiality of the Covered Entity's Protected Health Information was breached.

***(iii)* Minimum Necessary.** The Business Associate will, in its performance of the functions, activities, services, and operations specified above, make reasonable efforts to use, to disclose, and to request only the minimum amount of the Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that the Business Associate will not be obligated to comply with this minimum-necessary limitation if neither the Business Associate nor the Covered Entity is required to limit its use, disclosure or request to the minimum necessary. The Business Associate and the Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the HITECH Act.

(b) ***Prohibition on Unauthorized Use or Disclosure.*** The Business Associate will neither use nor disclose the Covered Entity's Protected Health Information, except as permitted or required by this Agreement or in writing by the Covered Entity or as Required by Law. This Agreement does not authorize the Business Associate to use or disclose the Covered Entity's Protected Health Information in a manner that will violate the Privacy Rule if done by the Covered Entity.

(c) ***Information Safeguards.***

(i) Privacy of the Covered Entity's Protected Health Information. The Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of the Covered Entity's Protected Health Information. The safeguards must reasonably protect the Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made to a use or disclosure otherwise permitted by this Agreement.

(ii) Security of the Covered Entity's Electronic Protected Health Information. The Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality,

integrity, and availability of Electronic Protected Health Information that the Business Associate creates, receives, maintains, or transmits on the Covered Entity's behalf as required by the Security Rule.

(iii) Policies and Procedures. The Business Associate shall maintain written policies and procedures, conduct a risk analysis, and train its workforce.

(d) ***Subcontractors and Agents.*** The Business Associate will require any of its subcontractors and agents, to which the Business Associate is permitted by this Agreement or in writing by the Covered Entity to disclose the Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to provide reasonable assurance that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to the Covered Entity's Protected Health Information and/or Electronic Protected Health Information that are applicable to the Business Associate under this Agreement.

(e) ***Prohibition on Sale of Records.*** As of the effective date specified by HHS in final regulations to be issued on this topic, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual unless the Covered Entity or Business Associate obtained from the individual, in accordance with 45 CFR §164.508, a valid authorization that includes a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that individual, except as otherwise allowed under the HITECH Act.

(f) ***Penalties for Noncompliance.*** The Business Associate acknowledges that it is subject to civil and criminal enforcement for failure to comply with the privacy rule and security rule, as amended by the HITECH Act.

III. Compliance with the Electronic Transactions Rule

If the Business Associate conducts in whole or part electronic Transactions on behalf of the Covered Entity for which HHS has established standards, the Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Electronic Transactions Rule.

IV. Obligations of the Covered Entity

The Covered Entity shall notify the Business Associate of:

(a) Any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information;

(b) Any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information; and

(c) Any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by the Covered Entity

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

VI. Individual Rights

(a) ***Access.*** The Business Associate will, within twenty-five (25) calendar days following the Covered Entity's request, make available to the Covered Entity or, at the Covered Entity's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of the Covered Entity's Protected Health Information about the individual that is in the Business Associate's custody or control, so that the Covered Entity may meet its access obligations under 45 CFR §164.524. Effective as of the date specified by HHS, if the Protected Health Information is held in an Electronic Health Record, then the individual shall have the right to obtain, from the Business Associate, a copy of such information in an electronic format. The Business Associate shall provide such a copy to the Covered Entity or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously, and specifically made by the individual or the Covered Entity.

(b) ***Amendment.*** The Business Associate will, upon receipt of written notice from the Covered Entity, promptly amend or permit the Covered Entity access to amend any portion of the Covered Entity's Protected Health Information, so that the Covered Entity may meet its amendment obligations under 45 CFR §164.526.

(c) ***Disclosure Accounting.*** To allow the Covered Entity to meet its disclosure accounting obligations under 45 CFR §164.528.

> **(i) Disclosures Subject to Accounting.** The Business Associate will record the information specified below ("Disclosure Information") for each disclosure of the Covered Entity's Protected Health Information, not excepted from disclosure accounting as specified below, that the Business Associate makes to the Covered Entity or to a third party.
>
> **(ii) Disclosures Not Subject to Accounting.** The Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of the Covered Entity's Protected Health Information if the Covered Entity need not account for such disclosures.
>
> **(iii) Disclosure Information.** With respect to any disclosure by the Business Associate of the Covered Entity's Protected Health Information that is not excepted from disclosure

accounting, the Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

(A) Disclosure Information Generally. Except for repetitive disclosures of the Covered Entity's Protected Health Information as specified below, the Disclosure Information that the Business Associate must record for each accountable disclosure is (1) the disclosure date, (2) the name and (if known) address of the entity to which the Business Associate made the disclosure, (3) a brief description of the Covered Entity's Protected Health Information disclosed, and (4) a brief statement of the purpose of the disclosure.

(B) Disclosure Information for Repetitive Disclosures. For repetitive disclosures of the Covered Entity's Protected Health Information that the Business Associate makes for a single purpose to the same person or entity (including the Covered Entity), the Disclosure Information that the Business Associate must record is either the Disclosure Information specified above for each accountable disclosure, or (1) the Disclosure Information specified above for the first of the repetitive accountable disclosures; (2) the frequency, periodicity, or number of the repetitive accountable disclosures; and (3) the date of the last repetitive accountable disclosures.

(iv) Availability of Disclosure Information. The Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates (three (3) years for disclosures related to an Electronic Health Record, starting with the date specified by HHS). The Business Associate will make the Disclosure Information available to the Covered Entity within fifty (50) calendar days following the Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting. Effective as of the date specified by the HHS with respect to disclosures related to an Electronic Health Record, the Business Associate shall provide the accounting directly to an individual making such a disclosure request, if a direct response is requested by the individual.

(d) ***Restriction Agreements and Confidential Communications.*** The Business Associate will comply with any agreement that the Covered Entity makes that either (i) restricts use or disclosure of the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(a), or (ii) requires confidential communication about the Covered Entity's Protected Health Information pursuant to 45 CFR §164.522(b), provided that the Covered Entity notifies the Business Associate in writing of the restriction or confidential communication obligations that the Business Associate must follow. The Covered Entity will promptly notify the Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct the Business Associate whether any of the Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement. The Business Associate will comply with any restriction request if: (i) except as otherwise Required by Law, the disclosure is to a health plan for purposes of carrying out payment or health care operations (and

is not for purposes of carrying out treatment); and (ii) the Protected Health Information pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

VII. Breaches and Security Incidents

(a) ***Reporting.***

(i) Privacy or Security Breach. The Business Associate will report to the Covered Entity any use or disclosure of the Covered Entity's Protected Health Information not permitted by this Agreement along with any Breach of the Covered Entity's Unsecured Protected Health Information. The Business Associate will treat the Breach as being discovered in accordance with 45 CFR §164.410. The Business Associate will make the report to the Covered Entity's Privacy Official not more than fifty (50) calendar days after the Business Associate learns of such non-permitted use or disclosure. If a delay is requested by a law-enforcement official in accordance with 45 CFR §164.412, the Business Associate may delay notifying the Covered Entity for the applicable time period. The Business Associate's report will at least:

(A) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of the Breach;

(B) Identify the Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual basis;

(C) Identify who made the non-permitted use or disclosure and who received the non-permitted use or disclosure;

(D) Identify what corrective or investigational action the Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;

(E) Identify what steps the individuals who were subject to a Breach should take to protect themselves; and

(F) Provide such other information, including a written report, as the Covered Entity may reasonably request.

(ii) Security Incidents. The Business Associate will report to the Covered Entity any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of the Covered Entity's Electronic Protected Health Information or (B) interference with the Business Associate's system operations in the Business Associate's information systems, of which the Business Associate becomes aware.

VIII. Term and Termination

(a) ***Term.*** The term of this Agreement shall commence on the Effective Date and terminate when all Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section.

(b) ***Right to Terminate for Cause.*** The Covered Entity may terminate this Agreement if it determines, in its sole discretion, that the Business Associate has breached any provision of this Agreement, and upon written notice to the Business Associate of the breach, the Business Associate fails to cure the breach within thirty (30) calendar days after receipt of the notice. Any such termination will be effective immediately or at such other date specified in the Covered Entity's notice of termination.

(i) Return or Destruction of Covered Entity's Protected Health Information as Feasible.

Upon termination or other conclusion of this Agreement, the Business Associate will, if feasible, return to the Covered Entity or destroy all of the Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of the Covered Entity's Protected Health Information. This provision shall apply to the Covered Entity's Protected Health Information that is in the possession of subcontractors or agents of the Business Associate. Further, the Business Associate shall require any such subcontractor or agent to certify to the Business Associate that it returned to the Business Associate (so that the Business Associate may return it to the Covered Entity) or destroyed all such information which could be returned or destroyed. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(ii) Procedure When Return or Destruction Is Not Feasible. The Business Associate will identify any of the Covered Entity's Protected Health Information, including any that the Business Associate has disclosed to subcontractors or agents as permitted under this Agreement, that cannot feasibly be returned to the Covered Entity or destroyed and explain why return or destruction is infeasible. The Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. The Business Associate will complete these obligations as promptly as possible, but not later than thirty (30) calendar days following the effective date of the termination or other conclusion of this Agreement.

(iii) Continuing Privacy and Security Obligation. The Business Associate's obligation to protect the privacy and safeguard the security of the Covered Entity's Protected Health

Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

IX. Miscellaneous Provisions

(a) ***Definitions.*** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance.

(b) ***Inspection of Internal Practices, Books, and Records.*** Upon reasonable prior written notice, the Business Associate will make its internal practices, books, and records relating to its use and disclosure of the Covered Entity's Protected Health Information available to the Covered Entity and to HHS during regular business hours to determine compliance with the Privacy Rule.

(c) ***Amendment to Agreement.*** Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects the Business Associate or the Covered Entity's obligations under this Agreement, this Agreement will automatically amend such that the obligations imposed on the Business Associate or the Covered Entity remain in compliance with the final regulation or amendment to the final regulation.

(d) ***No Third-Party Beneficiaries.*** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.

(e) ***Regulatory References.*** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

(f) ***Survival.*** All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

(g) ***Interpretation.*** Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

(h) ***Notices.*** All notices hereunder shall be in writing and delivered by hand, by certified mail, return receipt requested, by overnight delivery, or facsimile or electronic mail transmission with receipt acknowledged. Notices shall be directed to the parties at their respective addresses set forth below their signature, as appropriate, or at such other addresses as the parties may from time to time designate in writing.

(i) ***Entire Agreement; Modification.*** This Agreement represents the entire agreement between the Business Associate and the Covered Entity relating to the subject matter hereof. No provision of this Agreement may be modified, except in writing, signed by the parties.

(j) ***Binding Effect.*** This Agreement shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

"Business Associate" – AssetWorks Risk Management Inc. dba Go Solutions

Signature: [redacted]

Print Name: [redacted]

Title: General Manager

Date: 07/27/2022

"Covered Entity" – Victory Charter School

Signature: [redacted]

Print Name: Damon McKenzie

Title: Board Vice Chair

Date: 26 July 2022

Signature: _____

Print Name: _____

Title: _____

Date: _____

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement ("Agreement") is effective July 1, 2022, and entered into between AssetWorks Risk Management Inc. dba Go Solutions ("AssetWorks"), with offices at 400 Holiday Drive, Suite 200, Pittsburgh, PA 15220 and Victory Charter School ("Client"), with offices at *9779 Kris Jensen Lane, Nampa, ID, 83686.* In consideration of the mutual covenants contained herein, the parties agree as follows:

1. Software as a Service, Maintenance, and Services. Subject to the terms and conditions of this Agreement and the payment of fees hereunder, AssetWorks will provide Client with the following:

1.1 Software as a Service. AssetWorks will provide Client with access, through a website or designated IP address, to its proprietary software identified on Schedule A ("Software") which is maintained by AssetWorks in a hosted environment at a third-party data center ("SaaS").

1.2 Maintenance.

1.2.1 AssetWorks will provide: (i) support during normal business hours (Monday through Friday, excluding legal holidays) relating to the operation of the Software and use of the SaaS and (ii) Updates to the Software as they are developed and made generally available ("Maintenance"). Requests for support may be submitted to AssetWorks by Client via methods provided by AssetWorks). "Update" means the latest updates, modifications, and enhancements to the Software, including corrections of errors, which relate to the operating performance of the Software.

1.2.2 Maintenance does not include: (a) custom programming services; (b) on-site support, including installation of hardware or software; (c) support of any software other than the Software accessed as part of the SaaS; (d) training; (e) expenses for third party products including, but not limited to, hardware and related supplies; (f) support of Client's computer system, software, or hardware (e.g., computer equipment, servers, printers etc.) or third party software or hardware, including problems which arise therefrom. For clarity, AssetWorks is not responsible for errors or defects of Client or third-party software or hardware.

1.3 Services. AssetWorks will provide Client with services including, but not limited to, data conversion, system configuration, interface provisioning, professional development, training, consultation, custom reporting, custom changes, programming, and other related services selected by Client and identified in Schedule A or a separate signed quote or statement of work referencing this Agreement ("Services"). Administrative, reimbursement, and audit Services provided in support of the SaaS will be performed in accordance with Section 11.2. The Services do not include Maintenance.

2. Rights and Permitted Use.

2.1 Subscription. Subject to the terms and conditions of this Agreement, AssetWorks grants to Client a non-exclusive and non-transferable subscription for Authorized Users to access and use the SaaS and Documentation for Client's internal business operations. "Authorized Users" mean Client's employees or independent contractors working within their job responsibilities or engagement by Client or other end user for which AssetWorks has granted Client the right to use the SaaS. "Documentation" means documentation in the form of instructions and manuals provided by AssetWorks, including electronically via a link within the SaaS, that describes the function and use of the SaaS.

2.2 Restrictions. Client will not (i) directly or indirectly decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the SaaS, Software, Documentation, or any data related to the SaaS; (ii) copy, modify, enhance, translate, change the data structures for or create derivative works from, the SaaS; (iii) rent, lease, sell, or otherwise provide access to the SaaS to any third party or to anyone other than Client's Authorized Users; (iv) interfere with or disrupt the integrity or

performance of the SaaS or third party data contained therein; (v) attempt to gain unauthorized access to the SaaS or its related systems or networks; or (vi) remove any proprietary notices or labels.

2.3 Ownership. AssetWorks owns all intellectual property rights in and to: (i) the Software, including all Updates; (ii) the SaaS; (iii) any Documentation or data related to the Software or the SaaS; and (iv) any software, applications, inventions or other technology provided or developed in connection with the Software or the SaaS. For clarity, Client obtains no interest in the Software, SaaS, or Documentation except as expressly provided in this Agreement.

2.4 Client Data. Client shall retain all right, title, and interest in and to the data which is Client created or owned and provided to AssetWorks or to which AssetWorks has access in connection with the Services or use of the SaaS, including Client information, data, records, and reports ("Client Data"). Client shall, in a timely manner, provide AssetWorks with all reasonably requested Client Data determined by AssetWorks as necessary for performing the Services. Client grants to AssetWorks a royalty-free, non-exclusive, non-transferable license for the Term of this Agreement to use Client Data to the extent necessary to provide the SaaS, Services, and Maintenance. Notwithstanding anything to the contrary, AssetWorks shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the SaaS and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and AssetWorks will be free (during and after the Term hereof) to: (i) use such information and data to improve and enhance the SaaS and for other development, diagnostic and corrective purposes in connection with the SaaS and other AssetWorks offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

3. Fees and Payment.

3.1 Fees. Client shall pay the fees set forth in Schedule A. AssetWorks may increase the fees on an annual basis.

3.2 Payment. Client agrees to pay all fees within thirty (30) days of the invoice date. With regard to any invoiced amount that is not paid when due, AssetWorks reserves the right to charge, and Client agrees to pay, a late payment fee on the unpaid balance from the due date until paid equal to the lesser of one and one half percent (1.5%) per month, or the maximum amount allowable by law. All fees are non-refundable, except as otherwise explicitly stated in this Agreement.

4. Term and Termination.

4.1 Term. This Agreement shall commence on the Effective Date and continue for a term of one (1) year ("Initial Term"). Thereafter, this Agreement shall automatically renew for additional terms of one (1) year (each, a "Renewal Term") unless either party provides written notice to the other party at least thirty (30) days prior to the expiration of the then current Term. The Initial Term and any Renewal Term are collectively referred to as the "Term" of this Agreement.

4.2 Termination. Either party may terminate this Agreement immediately upon written notice if the other party breaches any material provision of this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof.

4.3 Effect of Termination. Upon termination of this Agreement, Client's subscription to the SaaS will end and Client shall immediately cease using the SaaS and, if requested, certify to AssetWorks within thirty (30) days after termination that Client has deleted or destroyed any copies of Documentation in its possession. If the Agreement is terminated, upon Client's request provided at least thirty (30) days prior to the date of termination, AssetWorks will provide a standard media download of the Client Data for an additional fee charged at AssetWorks' standard rates. Custom downloads or handling of Client Data are subject to an additional fee. Termination of this Agreement shall not release Client from the obligation to pay fees due hereunder for the SaaS, Maintenance, and Services provided prior to

the date of termination. AssetWorks may maintain records related to this Agreement after termination as required in accordance with applicable laws, subject to Section 5.

4.4 Suspension or Termination of SaaS. AssetWorks may suspend or terminate Client's access to the SaaS if Client fails to pay any fees when due which remain unpaid for thirty (30) days after receipt of written notice. AssetWorks reserves the right to temporarily suspend the SaaS based on its good faith belief that it is necessary to protect the integrity of the SaaS. If the Agreement is terminated pursuant to this Section 4, AssetWorks may terminate Client's access to the SaaS as of the termination date.

5. Confidentiality.

5.1 Confidential Information. Each party (the "Disclosing Party") may from time to time during the Term of this Agreement disclose to the other party (the "Receiving Party") certain information relating to trade secrets, data, designs, drawings, documentation, software (regardless of form or media), prototypes, processes, methods, concepts, research, development, facilities, employees, vendors, clients, marketing, financials, business activities, and other confidential or proprietary information (collectively "Confidential Information"). To the extent practicable, the Disclosing Party shall mark and/or identify Confidential Information as confidential or proprietary at the time of disclosure; provided however, this Agreement shall also apply to information which, based on its nature, is reasonably expected to be deemed confidential. In addition, the terms of this Agreement shall be deemed Confidential Information. Furthermore, whether or not so marked or identified, the Software, Documentation and any related data, and any quantitative analysis of the Software or performance of the Software are deemed the Confidential Information of AssetWorks, and the Client Data is deemed the Confidential Information of Client.

5.2 Exceptions. Confidential Information shall not include information that: (a) becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party not under an obligation of confidentiality; (c) was lawfully possessed by the Receiving Party prior to receiving the Confidential Information from the Disclosing Party, as evidenced by the Receiving Party's records; or (d) the Receiving Party can demonstrate was independently developed by Receiving Party without use of the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information pursuant to applicable law, regulation, court order, or other legal process; provided, (i) if allowed by law, the Receiving Party has given the Disclosing Party prompt written notice of such required disclosure so that the Disclosing Party may seek a protective order or other appropriate remedy and (ii) the Receiving Party discloses only that portion of the requested Confidential Information that, in the opinion of its legal counsel, it is required to disclose.

5.3 Non-Disclosure and Non-Use. The Receiving Party agrees that it shall not use Confidential Information, or disclose any Confidential Information to any third party, except as expressly permitted under this Agreement. The Receiving Party shall not provide access to the Confidential Information to anyone other than those of its employees, contractors, and financial and legal advisors who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. The Receiving Party shall protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care.

6. Service Availability.

6.1 The SaaS includes a target scheduled availability of ninety-nine percent (99%) (exclusive of scheduled maintenance or any downtime attributable to Client or third parties, or for which AssetWorks is not responsible including, but not limited to interruptions and delays inherent in internet communications).

6.2 AssetWorks will use commercially reasonable efforts to ensure that the web pages generated with the SaaS will be served (i.e., delivered from AssetWorks' internal network or that of its internet service provider) promptly regardless of the level of traffic to AssetWorks' servers, subject to outages, communication and data flow failures, interruptions and delays inherent in internet communications. Client acknowledges that problems with the internet, equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the SaaS or data stored within the SaaS. AssetWorks is not liable for any delays, interruptions, suspensions, or unavailability of the SaaS or the data stored within the SaaS beyond AssetWorks' control, attributable to problems with the internet or the configuration of Client's computer systems.

7. Data.

7.1 Client is solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Client Data. Client will not submit or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the SaaS.

7.2 Each party agrees that, in the performance of its respective obligations under this Agreement, it shall comply with the provisions of applicable data protection laws to the extent it applies to each of them. Accordingly, AssetWorks agrees that it shall: only process Client's personal data in order to provide the SaaS or in accordance with any lawful instructions reasonably given by Client from time to time; (ii) implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing and accidental destruction or loss; and (iii) as soon as reasonably practicable, refer to Client any requests, notices, or other communication from data subjects, data protection or other law enforcement authority, for Client to resolve.

7.3 AssetWorks shall notify Client as soon as reasonably possible upon discovery of any data security incident impacting Client Data. AssetWorks shall not be responsible for any loss or damage to Client Data to the extent that such loss or damage was caused by Client or a third party.

8. Representations and Warranties.

8.1 General Warranty. Each party represents and warrants: (i) it has the full power and authority to enter into this Agreement; (ii) its execution and performance of this Agreement have been duly authorized by all necessary corporate action on behalf of such party; and (iii) the person signing this Agreement on behalf of such party has the full authority to do so.

8.2 Limited Warranty. AssetWorks warrants the SaaS will conform in all material respects to the Documentation and the Services will be provided in compliance with the terms of this Agreement. The warranties set forth in this Section 8.2 will not apply if: (i) the SaaS is not used in accordance with AssetWorks' instructions, the Documentation, or the terms of this Agreement; (ii) the SaaS is used in combination with other software, data, or products that are incompatible with the SaaS; (iii) the SaaS has been altered, modified, or converted by anyone other than AssetWorks; or (iv) non-conformance or non-compliance is caused by (a) a defect or malfunction in the operating system, database server, web server, network, or other hardware or software in Client's computer system used to access the SaaS, (b) Client's failure to perform its responsibilities hereunder, or (c) Client's negligence or willful misconduct. Client's exclusive remedy, and AssetWorks' sole liability, for breach of this warranty shall be for AssetWorks to use commercially reasonable efforts to correct errors affecting conformance or compliance, provided that Client has given written notice of non-conformance or non-compliance to AssetWorks within ninety (90) days of discovery of the error. AssetWorks shall, to the extent reasonably possible and permissible, pass-through or assign to Client all available warranties it receives from a third-party provider for third party products or services provided by AssetWorks to Client under this Agreement.

8.3 Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS AND SERVICES, IF ANY AND AS APPLICABLE, ARE PROVIDED "AS IS", AND ASSETWORKS DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SOFTWARE, SAAS, MAINTENANCE, SERVICES, DOCUMENTATION, AND THIRD PARTY PRODUCTS OR SERVICES, IF ANY AND AS APPLICABLE, WILL MEET ALL OF CLIENT'S REQUIREMENTS.

8.4 Client Responsibilities. Client represents that it is fully responsible for: (a) the content of any Client Data; (b) assigning a primary Client representative to coordinate with AssetWorks regarding the SaaS, Services, and Maintenance; (c) selection and implementation of controls, including settings and policies, regarding access rights and use of the Software by Client and its Authorized Users; (d) Client's computer system, software, and hardware (e.g., computer equipment, servers, printers etc.); (e) reasonably analyzing suspected problems to determine their specific nature and possible causes before contacting AssetWorks for assistance and then subsequently informing AssetWorks of any problems encountered in a timely manner; (f) enlisting clinicians with appropriate background and credentials to conduct screening examinations, as applicable, and review such clinician credentials to determine whether they are meet State specified minimum criteria; (g) making good faith efforts to successfully pursue and defend reimbursement claims filed with the State, local government, or any agency or department thereof relating to the Services, including without limitation, assistance in grant appeals and all other legal proceedings. Client acknowledges that the SaaS is intended to perform with the system requirements specified in the Documentation or instructions provided by AssetWorks to Client, as those may be updated from time to time. AssetWorks assumes no responsibility for: (i) failure of the SaaS based upon Client's failure to comply with such system requirements; (ii) the correctness or performance of, or any resulting incompatibilities with, current or future releases of the Software if Client has made changes to its system hardware/software configuration without prior notification and written approval by AssetWorks; or (iii) operation or performance of any Client or third-party application.

9. Indemnification.

9.1 AssetWorks will defend and indemnify Client against any claim, action, suit, or proceeding brought by a third party ("Claim") to the extent Client's use of the SaaS within the scope of this Agreement directly infringes a United States patent or copyright issued to or held by a third party, or misappropriates a trade secret of such third party; provided, that Client notifies AssetWorks promptly in writing of such Claim and provides AssetWorks with the sole control, authority, information and assistance necessary to defend or settle such Claim.

9.2 In the event of an infringement Claim, or AssetWorks believes that such a Claim is likely, then AssetWorks shall, at its expense: (i) procure the right for Client to continue using the SaaS; (ii) replace or modify the SaaS so that it becomes non-infringing, without materially decreasing the functionality of the SaaS; or (iii) if neither (i) or (ii) is commercially practical, then, at AssetWorks' sole option, terminate this Agreement and refund a portion of the SaaS fee paid by Client for the period in which the SaaS was affected by such infringement.

9.3 AssetWorks will not be liable for any infringement Claim based upon any (i) modification of the SaaS made by anyone other than AssetWorks; (ii) use of the SaaS in combination with any software or other technology not supplied by AssetWorks or in which the SaaS was not intended to be used as specified in the Documentation, to the extent such Claim would not have arisen but for such combination (regardless of whether or not AssetWorks has advised Client that such use would likely result in a Claim of infringement by a third party); or (iii) use of the SaaS contrary to the terms of this Agreement or the Documentation.

9.4 THE FOREGOING STATES ASSETWORKS' SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CLIENT WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

9.5 Client shall defend and indemnify AssetWorks from and against any and all Claims, liabilities, damages, costs, and expenses, including reasonable legal fees, arising from or related to the exclusions set forth in Section 9.3 or any violation of Sections 2.2 or 7.1.

10. Limitation of Liability.

10.1 Neither party shall be liable for any indirect, incidental, consequential, exemplary, special, or punitive damages including, without limitation, any damages resulting from loss of use, loss of business, loss of revenue, loss of profits, or loss of data, even if a party has been advised of the possibility of such damages.

10.2 AssetWorks' entire liability under this Agreement or in any way related to the SaaS, Maintenance, or Services will be limited to direct damages in an amount equal to the fees paid by Client to AssetWorks pursuant to this Agreement during the twelve (12) month period immediately preceding the Claim.

11. General.

11.1 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State in which Client resides without regard to conflicts of law principles.

11.2 Compliance with Laws. Each party will perform its responsibilities hereunder in compliance with all federal, state, and local laws, rules, and regulations applicable to such party.

11.3 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable for any reason, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions hereof shall be unaffected and remain in full force and effect.

11.4 Modification and Waiver. Any modification, amendment, supplement, waiver, or other change to this Agreement must be in writing and signed by duly authorized representatives of each party. Any waiver or failure to enforce any provision of this Agreement on any occasion shall not be deemed a waiver of any other provision or of such provision on any other occasion.

11.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, which shall not be unreasonably withheld; provided, however, either party may assign this Agreement in its entirety, without the other party's consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the successors in interest and permitted assigns of the respective party.

11.6 Remedies. The parties agree that monetary damages are an inadequate remedy for breach of Sections 2 and 5, and further recognize that any such breach would cause irreparable injury for which there would be no adequate remedy at law; therefore, the parties agree that the non-breaching party may seek equitable remedies, including, without limitation, injunctive relief and specific performance (without obligation to post a bond) from a court of competent jurisdiction, in addition to other remedies available at law or in equity.

11.7 Survival. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

11.8 Force Majeure. Neither party shall be in breach of this Agreement, nor liable for delay in performing or failure to perform any of its obligations under this Agreement, if such delay or failure result from unforeseeable events, circumstances, or causes beyond its reasonable control, including, but not limited to: natural hazards or acts of nature

(such as floods, fires, earthquakes, hurricanes, or explosions); governmental acts or omissions (such as expropriation, condemnation, and changes in laws or regulations); acts of war (whether declared or undeclared); acts of the public enemy and terrorism; strikes and labor disputes; civil commotion; epidemics, pandemics and quarantine; infrastructure failures (such as transportation, energy, or breakdown of communication facilities); and delays of either party's suppliers for like causes; provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

11.9 Headings. The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

11.10 Notices. All notices under this Agreement shall be in writing and shall be deemed given upon personal delivery, delivery by prepaid overnight courier, facsimile or electronic mail transmission with receipt acknowledged, or three (3) business days after deposit in the mail via first class mail postage prepaid to the intended recipient at its address listed above or other such address as the parties may indicate in writing.

11.11 Entire Agreement. This Agreement, including schedules or other attachments hereto and any amendments or written documentation executed by the parties, are the final, complete, and exclusive agreement between the parties relating to the subject matter hereof, and supersede all prior or contemporaneous proposals, understandings, representations, warranties, promises, and other communications, whether oral or written, relating to such subject matter.

11.12 Counterparts. This Agreement, and any amendment or waiver of the terms hereof, may be signed in counterparts, each of which will constitute an original and all of which together will constitute one and the same instrument. Any signature may be delivered by facsimile or electronic format, which will have the effect of an original signature.

The parties, through their authorized representatives, have executed this Agreement as of the Effective Date.

Victory Charter School	AssetWorks Risk Management Inc.
[redacted]	
Name: [redacted]	Name: [redacted]
Title: VICE CHAIR OF BOARD	Title: General Manager
Date: 26 July 2022	Date: 07/27/2022

SCHEDULE A

This Schedule A sets forth details regarding the SaaS subscription and services (if applicable) and the corresponding fees.

QUANTITY	ITEM DESCRIPTION	AMOUNT
1	SET-UP AND IMPLEMENTATION (including initial database setup, integration implementation, on-going capacity planning, backup, archival and retrieval subsystems, security monitoring)	Included
1	MEDICAID ELIGIBILITY VERIFICATION (including on-going 270 submission, 271 retrieval and processing, and manual verification if necessary)	Included
1	ENCOUNTER VERIFICATION (including review of proper CPT and ICD10 coding, review of applicable CPT code limits, and IEP prescribed service comparison)	Included
1	CLAIM SUBMITTAL (generation of 837 transaction set and interface with the State for submission, TA1 and 997 transaction set processing to ensure valid transfer)	Included
1	REMITTANCE ADVICE BALANCING (loading and processing of the 835 transaction set, including payment posting and balancing of submitted versus received)	Included
1	DENIAL REVIEW AND RESUBMISSION (claim and service line level review of denied claims, review of student eligibility, provider licensing, that could result in resubmissions)	Included
1	MANAGEMENT REPORTS TRAINING	Included
1	ON-GOING SYSTEM MODIFICATIONS (required State and/or Federal system modifications)	Included
1	ON-GOING USER AND ADMINISTRATOR SUPPORT	Included
1	iTracks IEP Solution	Included
1	Physician Referrals (no claims will be submitted without ensuring that a timely referral has been obtained for the services identified in the student's IEP).	Included
1	Guardian Digital Signatures	**Fee Available Upon Request**
1	Additional Modules: Section 504 English Learner Data Management RTI/MTSS	**Fee Available Upon Request**
Fee:		**Fee: 6% administrative fee for all Medicaid reimbursements.**

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First Amendment to Terms and Conditions

This First amendment to the Terms and Conditions ("Terms") which is attached to and incorporated into the Master Service Agreement entered into on March 25, 2019 by and between Fatbeam, LLC ("Fatbeam") and Victory Charter School ("Customer") is effective on July 1, 2022 ("First Amendment"). Unless otherwise defined herein, capitalized terms shall have the same meaning as defined in the Master Service Agreement or Terms.

RECITALS

WHEREAS, Fatbeam and Customer are parties to the Terms which is attached to and incorporated into that certain Master Service Agreement entered into on March 25, 2019 ("Agreement");

WHEREAS, Fatbeam and Customer seek to amend the Agreement to document the specific needs of the Parties, as more fully provided below.

NOW, THEREFORE, in consideration of the foregoing, Fatbeam and Customer hereby agree as follows:

1. **Service Term.** Per Managed Internet Access Agreement, signed March 25, 2019, section 3, this amendment is to exercise the 1st of (3) 3yr renewal options. This will leave (2) 3yr auto renewal option available in the original contract

   300M Internet at 9779 Kris Jensen Ln, Nampa, ID 83686
   MRC - $1400.00
   Contract term will be July 1, 2022 thru June 30, 2025.

2. **Agreement in Full Force and Effect.** Except as provided above, the Agreement is unmodified hereby and remains in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this document as of the date and year first above written.

FATBEAM, LLC

Signature: [redacted]

Name: Graham Taylor

Title: Account Director

Date: 3/7/2022 | 11:04 PST

Victory Charter School

Signature: [redacted]

Name: Brett Stimpson

Title: Technology Director

Date: 3/6/2022

AGREEMENT
FOR
EMPLOYEE GROUP INSURANCE

This Agreement for Group Insurance ("Agreement") is made and entered as of the 5th__ day of __May_____ 2022__ by and between the State of Idaho, Department of Administration, Division of Insurance and Internal Support, Office of Group Insurance ("OGI") and Victory Charter School___, a political subdivision or school district of the State of Idaho ("Contracting Employer").

RECITALS

A. Idaho Code section 67-5767 authorizes the Director of the Department of Administration to provide group insurance, group annuity, and health care service coverage to school districts, public community colleges, public colleges, public universities and other political subdivisions of the State of Idaho (collectively, "Political Subdivisions").

B. The Director has delegated authority to provide group insurance, group annuity, and health care service coverage to Political Subdivisions and School Districts to OGI.

C. Contracting Employer is a Political Subdivision or School District and desires group insurance and health care service coverage under the terms and conditions of this Agreement.

AGREEMENT

THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

1. Definitions. Terms, whether capitalized or not, in this Agreement shall have the meanings set forth in the Agreement, including the Recitals above, unless the context requires otherwise.

2. Group Insurance Coverage.

a. *Coverage Provided.* Subject to the terms of this Agreement, OGI will procure and maintain the types of group insurance, group annuity, and health care service coverage set forth below, for the officers and employees of Contracting Employer:

Medical (includes prescription drug coverage, vision and Employee Assistance Program)
Dental
Flexible Spending Accounts

The above types of insurance are collectively referred to in this Agreement as the "Group Insurance Program."

a. *Effective Date*. This Agreement shall commence as of _5-5-2022_____ and shall continue until terminated.

b. *Termination.* In the event of breach of this Agreement by Contracting Employer, OGI may terminate this Agreement upon thirty (30) days' notice to Contracting Employer. Following the participation of Contracting Employer in the Group Insurance Program for a continuous period of five (5) years under this Agreement or a predecessor agreement, Contracting Employer may terminate this Agreement at any time with or without cause upon (30) days' notice to OGI specifying the date of termination.

c. *Effect of Termination.*

i. Termination by OGI. Upon termination by OGI, Contracting Employer shall immediately submit payment to OGI for all outstanding liabilities for Premiums.

ii. Termination by Contracting Employer. Upon termination by Contracting Employer, Contracting Employer shall not be eligible to enroll officers and employees in the Group Insurance Program for a period of five (5) years from the effective date of the termination.

6. Statutory Revisions. Any amendments made by the Idaho Legislature to Idaho Code Title 67, Chapter 57 shall become a part of this Agreement upon their effective date and the contract shall be amended to the extent necessary to give effect to such amendments.

7. Notices. Any notice given in connection with the Agreement shall be given in writing and shall be delivered either by hand to the other party, by email, or by certified mail, return receipt requested, to the other party at the other party's address stated below. Either party may change its address by giving notice of the change in accordance with this paragraph.

OGI:
Office of Group Insurance
650 W. State Street, Ste 100
P.O. Box 83720
Boise, ID 83720-0035

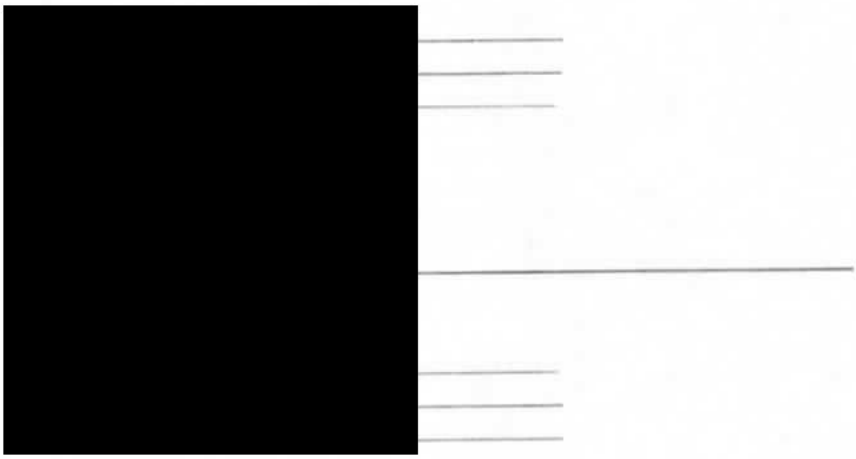
Contracting Employer:
Victory Charter School
9779 Kris Jensen Lane
Nampa ID, 83686

8. Complete Statement of Terms. This Agreement constitutes the entire agreement between the parties hereto and shall supersede all previous proposals, oral or written, negotiations, representations commitments, and all other communications between the parties. Except as set forth in section 6, this Agreement may not be modified without the written consent of OGI and Contracting Employer.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the first day set forth above.

OGI:

Department of Administration
Office of Group Insurance



TOK COMMERCIAL REAL ESTATE

PROPERTY SERVICES AGREEMENT

This Agreement for Services ("Agreement") is entered into as of November 20th 2024 (the "Commencement Date") by and between **VICTORY CHARTER SCHOOL INC** ("Owner"), and **TOK PROPERTY SERVICES LLC,** an Idaho Limited Liability Company ("Contractor").

RECITALS

A. Owner is the owner of that certain improved real property described in Exhibit B, attached hereto and incorporated herein by this reference ("Property").

B. Owner desires and Contractor agrees to supply to Owner certain services and duties which are to be performed in connection with the Property as further provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, it is agreed by and between the parties hereto as follows:

ARTICLE I
CONTRACTOR DUTIES

1.1 Duties. Contractor shall provide the labor, equipment, and supervision required to perform in a thorough and competent manner the services in Exhibit A, attached hereto and incorporated herein ("Services"). The Services shall be performed in a manner and at times that will not interfere with the conduct of activities of any occupant of the Property.

1.2 Emergency. In the event of any emergency which requires immediate repair or alteration; Contractor shall first contact Owner, but if Owner is not readily available for consultation, Contractor is authorized to take such action that is reasonable and prudent under the circumstances and Owner shall reimburse Contractor for all out-of-pocket expenses incurred.

ARTICLE II
OWNER DUTIES

2.1 Duties.

2.1.1 Furnish Documents. Owner shall promptly furnish Contractor with all documents, records and reports reasonably necessary for Contractor to properly maintain the Property, including, but not limited to, space and site plans, "as-built plans", and copies of service contracts.

2.1.2 Timely Cooperation and Responses. Owner shall cooperate with Contractor in Contractor's performance of its duties under this Agreement. Owner shall respond within ten (10) calendar days to written communications from Contractor, including, without limitation, requests for approval of repairs or other maintenance items, unless such communication is of a nature requiring a more prompt response (such as an emergency repair or tenant proposal with a short time line).

ARTICLE III
INSURANCE AND INDEMNIFICATION

3.1 Contractor's Duty to Insure. During the Term of this Agreement, Contractor shall maintain the following insurance:

a. Commercial general liability insurance including coverage for bodily injury, property damage, and contractual liability all in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate;

b. Commercial (Business) Automobile Liability in an amount not less than $1,000,000 per occurrence/$2,000,000 aggregate, if Contractor has company-owned vehicles that are driven onto the Property.

c. Worker's compensation insurance at statutory limits, if applicable.

3.2 Owner Indemnification. Contractor shall indemnify and hold harmless Owner, except for Owner's negligence, against any and all claims, debts, demands, or obligations which may be made against Owner or against its title in the premises, arising out of, or in connection with, any loss, damage, expenses, cost or liability rising from any fault or negligence by Contractor or any failure on Contractor's part to comply with any of the covenants, terms and conditions herein contained.

3.3 Contractor Indemnification. Except as otherwise expressly provided in this Agreement, Owner shall defend, indemnify and hold free and harmless Contractor, and its contractors, subcontractors, members, managers, employees, and affiliates (each, an "Indemnified Party" collectively, the "Indemnified Parties") from and against any and all demands, allegations, claims, actions, causes of action, judgments, awards, fines, penalties, damages, losses, liabilities, costs and expenses, including, without limitation, attorneys' fees (collectively, "Claims"), arising out of or relating to the maintenance or operation of the Property or the performance or non-performance by the Indemnified Parties of any of the duties, powers and responsibilities assigned to the Indemnified Parties under this Agreement, except Claims expressly adjudicated to have been caused by the Indemnified Parties' intentional misconduct or fraud.

ARTICLE IV
TERM OF AGREEMENT

4.1 Term. The term of this Agreement shall be from the Commencement Date until this Agreement is terminated by either party for any reason upon sixty (60) days advance written notice to the other party.

4.2 Compensation. The price for the Services shall be as outlined on Exhibit C during the Term. Any additional services required shall be invoiced separately and on a negotiated basis. Statements

for services rendered shall be submitted no less than monthly and shall be due and payable within thirty (30) days of statement date. If the Commencement Date is on a day other than the first day of a month, the monthly charge shall be prorated.

4.3 Payment. Contractor shall submit a "time and materials" monthly invoice to Owner for the amounts properly due under this Agreement. Subject to conditions for payment and limitations on liability set forth herein, Owner shall pay Contractor within thirty (30) days after receipt of an invoice. If Owner contests any invoice or portion thereof, the contested part of the invoice shall not be due until the dispute has been resolved.

Email Invoices To: Schoolclerk32@gmail.com

Mail Notices To: Victory Charter School
9779 Kris Jensen Ln.
Nampa, ID 83686

4.4 Termination. Upon termination of this Agreement for any reason, Owner shall pay Contractor the full fee due for the month in which termination occurred without proration.

ARTICLE V
MISCELLANEOUS

5.1 Entire Agreement. This Agreement and the items incorporated herein contain all of the agreements of the parties hereto with respect to the matters contained herein; and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or modified in any manner whatsoever except by an agreement in writing signed by both Contractor and Owner.

5.2 Discrimination. Neither Owner, Contractor nor anyone authorized to act for such parties shall, in the lease or in the provision of services or any other manner, discriminate against any person on the grounds of race, color, creed, religion, handicap, sex, national origin, sexual orientation, or any other basis prohibited by law.

5.3 Joint and Several Liability of Owners. In the event the Property are owned by more than one Owner, the Owner's obligations set forth in this Agreement, including, without limitation, the Owner's indemnification obligations hereunder, shall be joint and several as to each Owner.

5.4 Execution by Electronic Signature. This Agreement may be executed by an electronic signature. An executed copy delivered with electronic signature shall be deemed an original for all purposes hereof. Each party executing by electronic signature shall provide an original signed copy to the party entitled thereto within five (5) calendar days of such delivery.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

OWNER:
VICTORY CHARTER SCHOOL INC

[redacted]

(Print name) Marianne Saunders

Title: Co-Administrator

Tax I.D. #: 56-2423033

DATED: 11/19/2024

CONTRACTOR:
TOK PROPERTY SERVICES LLC

B[redacted]

(Print name) Michael Ballantyne

Title: Managing Partner

Tax I.D. #: 88-1767062

DATED:

EXHIBIT "A"

PROPERTY SERVICES – SCOPE OF WORK

GENERAL MAINTENANCE SERVICES:

Contractor shall provide services for the maintenance, repair, and operation of the facility.

Tasks include but are not limited to:

- Painting, patching, preventive maintenance, parking lot and building sign repairs, concrete and asphalt, carpentry, light fixture maintenance and repairs, welding, adjusting the timer for the lights, night light inspections, vandalism (correct damage), potential hazards, and other miscellaneous maintenance.

Contractor is responsible for providing all supervision, labor, materials, supplies, tools, transportation and equipment necessary to perform services. Contractor's employees must conduct themselves in a professional, orderly, and safe manner.

DAY PORTER SERVICES (if requested):

In addition to the general maintenance services listed above, these are additional specific duties to be performed at the Property:

- Pick up trash on the property.
- Clean dumpster enclosures as needed.
- Clean cobwebs off building as needed.
- Clean spills on sidewalks as needed.

EXHIBIT "B"

PROPERTY DESCRIPTION

Address: 9779 S. Kris Jensen Lane, Nampa Idaho

Parcel #: R29567011A0

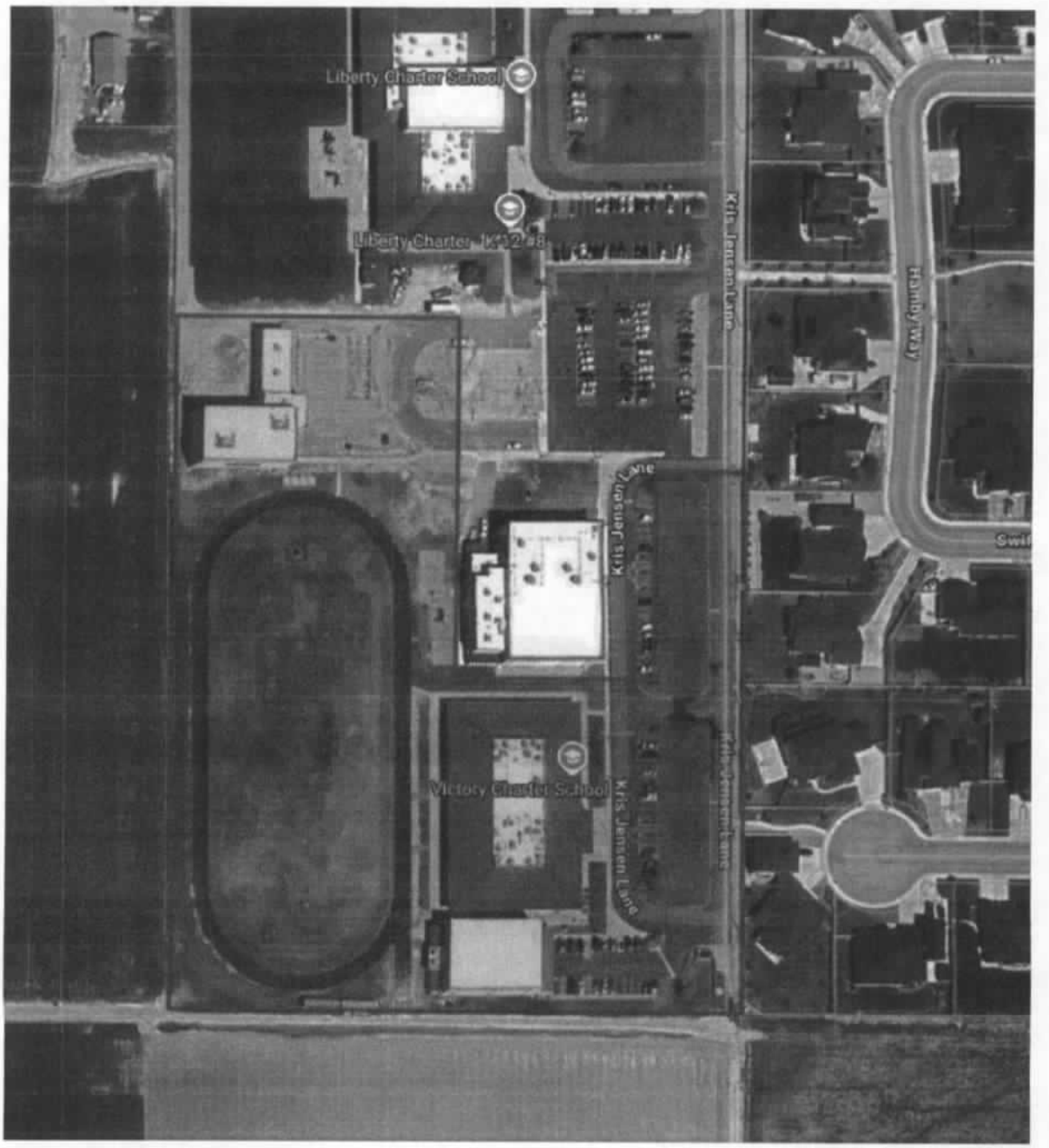


EXHIBIT "C"

MAINTENANCE FEES FEE SCHEDULE

Business hours are considered to be Monday-Friday between 8:00 a.m. and 5:00 p.m.

General Maintenance:

Maintenance Services – up to 12 hours per month	$800.00 per month
Maintenance Services exceeding 12 hours per month	$75.00/hour
Outside Business Hours/Emergency Maintenance	$110.00/hour

10% OH&P on all materials, subcontracted activities, equipment rentals

Additional Services (if requested):

Day Porter Services: $50.00 per hour

Power washing / window washing: requires separate bid

Construction Management: requires separate bid