

Master Service Agreement

SHARED TECHNOLOGY SERVICES AGREEMENT BETWEEN EDUTECH GROUP, LLC AND THE ACCELERATED SCHOOLS

This Shared Technology Services Agreement ("Agreement") is entered into between EduTech Group, LLC, a California limited liability company ("EduTech"), 130-A Cochran St., Simi Valley, CA 93065, and the Accelerated Schools, a California nonprofit corporation ("School"), 116 East Martin Luther King, Jr. Blvd, Los Angeles, CA 90011 (collectively, "Parties").

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

WHEREAS, School provides high quality education to its students, and

WHEREAS, the Parties desire to contract in order for EduTech to provide the delivery of Shared Technology Services and an On-site Technician pursuant to this Agreement and

WHEREAS, the Parties agree to be bound by the conditions outlined in this Agreement and

WHEREAS, this Agreement is entered into and becomes effective as of May 1, 2024 (the "Effective Date"), by and between EduTech and School for both Shared Technology Services at its principal place of business at 116 East Martin Luther King, Jr. Blvd, Los Angeles, CA 90011

WHEREAS, unless terminated earlier in accordance with the terms of this Agreement, the initial term of this Agreement shall be one year commencing on the Effective Date ("Initial Term"), which term shall extend automatically for successive twelve (12) month periods unless either party provides notice of termination to the other party.

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

1. SHARED TECHNOLOGY SERVICES AND PERSONNEL

- a. **Shared Technology Services:** EduTech shall provide School the shared technology services ("Shared Technology Services") as set forth on Exhibit A attached hereto.
- b. **Exclusions; Third-Party Services:** The School acknowledges that the Shared Technology Services may require the availability of certain platforms and services that are provided and maintained by third parties (e.g., Google, Microsoft, Facebook, Twitter, etc.), and which platforms and services are subject to their own terms of use and policies. EduTech assumes no responsibility or liability for any

interruption or termination of those third-party platforms or services, or for any changes to their terms of use or policies, and School agrees to release EduTech of any liability arising from or related to the same.

- c. **Employees and Subcontractors:** All technology personnel provided by EduTech pursuant to this Agreement shall remain EduTech employees or, where appropriate, EduTech's subcontractors. Without limitation to the foregoing, EduTech shall be responsible for, with respect to its own employees and subcontractors, all hiring practices, evaluations, and compensation and benefits.
- d. **Facilities and Equipment:** During the term of this Agreement, EduTech personnel may enter School facilities and access School equipment and network infrastructure solely for the purpose of performing the Shared Technology Services consistent with the terms of this Agreement. School disclaims any warranty, guarantee, or representation with respect to the nature and condition of the facilities and equipment.
- e. **Materials and Supplies:** School shall provide the software, equipment, systems, materials, and supplies necessary for EduTech to perform the Shared Technology Services, including without limitation contact information for School staff and appropriate materials and resources related to the School's technology (e.g., accurate network diagrams, system configuration documentation, security policies, etc.). EduTech shall advise the School regarding any additional software, equipment, systems, materials and supplies that may be necessary for EduTech to perform the Shared Technology Services. All software, equipment, and systems purchased or otherwise provided by School under this Agreement shall remain the property of School. School hereby represents and warrants that EduTech shall have full right and license (including any licenses from third parties) to use any software, equipment, systems, materials, or supplies provided by School for the purpose of performing the Shared Technology Services.

It is School's responsibility to ensure the list of networks, devices, and applications that are part of the Shared Technology Services are fully owned and operated by their organization. School must submit documentation to EduTech demonstrating this ownership before the Services will begin.

- g. **Access and Use:** School shall provide EduTech personnel with access, workspace (e.g., office space, cubicles, lab, etc.), passwords, and codes to provide the Shared Technology Services, and contact information for appropriate School staff. EduTech's access to School facilities and equipment shall be during normal business hours in accordance with School's security standards.

- h. **Timeframe:** This Agreement shall be effective upon fully execution by both Parties. The parties may agree to modify the Shared Technology Services by both parties executing a Statement of Work (SOW). The Shared Technology Services shall be scheduled to start at the time requested by the School.
- i. **Confidential Information** The Parties acknowledge that all non-public, confidential, or proprietary information provided by either Party (a ***"Disclosing Party"***) to the other Party or its affiliates (a ***"Recipient"***), or to any of such Recipient's employees, officers, directors, partners, shareholders, agents, attorneys, accountants, financing sources, investors, consultants, or advisors (collectively, ***"Representatives"***), in connection with this Agreement and the Shared Technology Services, whether disclosed orally or disclosed or accessed in written, electronic, graphic or machine readable information or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (***"Confidential Information"***) shall be held in strictest confidence, and shall not be used, except to the extent necessary to perform such Party's obligations under this Agreement. Confidential Information shall also include information in the School's possession, custody or control, and information EduTech learns from students or their families including, but not limited to, private, financial, or personal information regarding students, parents, guardians, faculty, employees, staff, alumni, donors, or other personnel data or information (***"School Confidential Information"***). Recipient acknowledges that School Confidential Information does not need to be designated or confirmed as confidential in writing. EduTech will inform its directors, officers, employees, consultants, and agents who have access to School Confidential Information, of the need to maintain its confidentiality. Each Party shall maintain confidentiality of all such Confidential Information and School Confidential Information and shall not disclose it to any third parties without obtaining the prior written consent of the Disclosing Party. A Party shall be entitled to disclose Confidential Information to a third party to the extent necessary to facilitate the performance of its obligations under this Agreement, provided that such third parties are bound by confidentiality obligations similar to those set forth in this Section.
- Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event use less than reasonable efforts. Neither party will sell, transfer, publish, disclose, or otherwise use or make available any portion of the Confidential Information of the other party to third parties, except to those of its directors, officers, employees, or attorneys who have a need-to-know the

same, in furtherance of the purposes of this Agreement and as expressly authorized by this statement. No license under any patent, trademark, copyright or any other intellectual property or proprietary rights laws is either granted or implied by the disclosure of any Confidential Information. Nothing in this Agreement shall be deemed to obligate either party to disclose any Confidential Information to the other, or to accept any Confidential Information from the other.

Family Educational Rights and Privacy Act (FERPA). If EduTech personnel have access to students' educational records, EduTech shall limit its employees' access to the records to those persons from whom access is essential to the performance of the services. EduTech shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

Non-Confidential Information. Notwithstanding the immediately preceding paragraph, Confidential Information of a party shall not include information which: (a) is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party; (b) was rightfully known to the receiving party as of the time of its disclosure; (c) is independently developed by the receiving party; (d) is subsequently learned without confidentiality obligations to the disclosing party attached thereto; or (e) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy, provided however, that the required party only comply to the extent required to respond to such authorized subpoena, court order, or government authority.

- j. **Consent to Access** By engaging EduTech to perform these Shared Technology Services, School acknowledges that it has the authority to order or consent to and shall inform all proper parties to EduTech gaining access to its computers, systems, telecommunications devices and networks, facilities and information by various means, including, but not limited to, network and application testing and exploitation .
- k. **Sub-contractors:** EduTech may subcontract any or all of the Shared Technology Services to be performed under this Agreement upon providing notice to and obtaining School's approval of the subcontract at least 15-days in advance, provided, however, that EduTech will remain responsible for such subcontractors' performance and adherence to this Agreement.

- l. Disclaimer:** School acknowledges that EduTech's Shared Technology Services do not guarantee that School will not experience a security incident or a breach of data, systems, or facilities.
- m. Proprietary Rights:** All written or printed material, outlines, reproductions, specifications, drawings, sketches, models, samples, tools, computer software programs, screen formats and other visual effects, technical information, business information or other data provided by EduTech to the School and any such information generated or derived therefrom by EduTech in the course of providing the Services shall be the exclusive property of EduTech or its subcontractors, as appropriate. All right, title and interest in this information, design inventions and other inventions made, conceived, or reduced to practice or authored by EduTech shall vest with EduTech or its subcontractors, as appropriate, upon creation. However, the deliverables as defined by this Agreement are exclusively owned by the School.
- n. Limitation of Liability:** Except with respect to either party's breach of its obligations regarding confidentiality and damages arising therefrom, and except with respect to a party's obligation of indemnification hereunder and damages arising therefrom, (a) neither party will be liable for special, incidental, consequential or indirect damages (including but not limited to lost profits, lost savings, costs of procurement of substitute goods and services, loss of use of computer hardware, downtime, loss of goodwill, loss of business, computer hardware malfunction, or damages arising from loss of use or loss of content or data) arising from performance of this Agreement, whether such damages are based in contract, tort or any other legal theory, even if such party has been advised of the possibility of such damages, and (b) in no event will a party's total aggregate liability to the other under any provision of this Agreement exceed the total amounts paid by School to EduTech or twelve (12) months of the subscription fee, whichever is less. The limitations of liability set forth herein also apply to EduTech's Suppliers (as defined in the immediately following paragraph) and is the maximum for which EduTech and its Suppliers are collectively responsible. In no event will the limitations set forth in this Section apply to fees owed by EduTech under this Agreement. y.
- o. Warranty Disclaimer:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED BY EDUTECH ON AN "AS IS" BASIS. EDUTECH MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE , TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS

DISCLAIMER ALSO APPLIES TO ANY OF EDUTECH'S INDEPENDENT CONTRACTORS, SUPPLIERS OR PROGRAM DEVELOPERS (COLLECTIVELY, "SUPPLIERS").

- p. **Cooperation:** All School personnel shall cooperate with EduTech in implementing the Shared Technology Services, and School shall comply with all reasonable requests of EduTech necessary to the performance of EduTech's duties under this Agreement. However, under no circumstances shall EduTech personnel manage, direct, discipline, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or otherwise supervise School personnel.
- q. **Modification or Additions to the Network:** School acknowledges and agrees that EduTech shall not be responsible for any additions, modifications, or alterations made to the network infrastructure by the School or any third party without prior consultation and approval from EduTech. School further agrees to hold EduTech harmless from any liabilities, damages, or losses arising from such unauthorized additions or modifications to the network. EduTech shall have no obligation to support or maintain any components of the network not expressly authorized and documented in the Agreement or approved in writing by both parties."

2. PAYMENT AND REIMBURSEMENT

In exchange for the Shared Technology Services to be provided during the initial twelve (12) months of this Agreement, the School shall pay EduTech one hundred twelve thousand Dollars (\$112,000.00) annually at the start of the "effective date."

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

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

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

3. TERM

The term of this Agreement shall be thirty-six (36) months, commencing as of the date of this Agreement, which term shall extend automatically for successive twelve (12) month periods (in each case, an “**Extension Period**”) unless either party provides notice of termination to the other party no less than sixty (60) days before commencement of the Extension Period. This Agreement shall also be subject to termination as provided in Section 4 below.

4. TERMINATION

- a: **Termination for Breach.** The School’s failure to make undisputed payments when due shall constitute a breach of this Agreement. If such breach is not cured within five(5) business days, then EduTech may, at its option, elect to either (i) suspend all Shared Technology Services until all past due amounts are paid, during which time EduTech shall remain entitled to payment as though EduTech had provided the Shared Technology Services; or (ii) terminate this Agreement, effective immediately, at which time any undisputed outstanding balance due on the date of termination shall be made on a pro rata basis through the date of termination.

Except for breach caused by School’s failure to pay as addressed in the immediately preceding paragraph, either party has the right to terminate this Agreement for cause if the other party breaches any material terms or conditions of this Agreement and fails to cure the breach within 30 days after receipt of written notice of the same. Notwithstanding the foregoing, either party’s failure to exercise any of its remedies shall not constitute a waiver of the same.

- b : **Effect of Termination.** Upon any termination of this Agreement, EduTech will immediately cease providing the Services, and each party will return or destroy (as determined by the other party) the other party's Confidential Information. If School has terminated this Agreement for EduTech’s breach, EduTech will refund on a pro rata basis any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. If EduTech has terminated this Agreement for School's breach, School will pay any unpaid fees covering the remainder of the term of all subscriptions. In no event will any termination relieve School of the obligation to pay any fees due to EduTech for the period prior to the effective date of termination as long as EduTech has performed pursuant to this Agreement.

5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

EduTech shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws are adhered to and satisfied throughout the duration of this Agreement. EduTech agrees to comply with the provisions of Education Code Section 33192 regarding fingerprint background checks for EduTech's employees and independent contractors who have direct contact with the School's students. EduTech will not permit any of its employees or independent contractors to have any contact with any student until EduTech verifies in writing to School that such person has not been charged with a felony, as defined in Education Code section 33192, or convicted of a felony or misdemeanor.

7. RELATIONSHIP BETWEEN THE PARTIES

a. **Independent Contractor:** EduTech and its employees, subcontractors, or affiliates are not officers, agents, or employees of the School. EduTech's relationship with the School will be that of an independent contractor. To the fullest extent provided by law, EduTech agrees to defend, indemnify and hold the School harmless from any claims, demands, liabilities, damages, penalties or taxes, resulting from EduTech's misclassification of employees (as independent contractors) who provide services under this Agreement.

1. **Method of Provision of Services.** EduTech shall be solely responsible for determining the method, details and means of performing the Shared Technology Services. EduTech acknowledges that it: (1) is free from the control and direction of the School in connection with the performance of the Shared Technology Services; (2) performs the Shared Technology Services outside the usual course of the School's business; and (3) is customarily engaged in an independently established trade, occupation, or business of the same nature as the Shared Technology Services performed for the School.
2. **No Benefits.** EduTech acknowledges and agrees that it and its employees, subcontractors, or affiliates will not be eligible for any School employee benefits and, to the extent EduTech or its employees, subcontractors, or affiliates otherwise would be eligible for any School employee benefits but for the express terms of this Agreement, EduTech (on behalf of itself and its employees, subcontractors and affiliates) hereby expressly declines to participate in such School employee benefits.
3. **Withholding.** EduTech shall have full responsibility for applicable withholding taxes for all compensation paid to EduTech, its partners, agents, subcontractors, or its employees under this Agreement, and for compliance with all applicable labor and employment requirements with respect to EduTech's business organization and EduTech's partners, agents, subcontractors, and employees,

including state workers' compensation insurance coverage requirements and any US immigration visa requirements. EduTech agrees to indemnify, defend and hold the School harmless from any liability for, or assessment of, any claims or penalties with respect to such withholding taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the School by the relevant taxing authorities, including with respect to any compensation paid to EduTech or EduTech's partners, agents, subcontractors, or its employees.

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

8. NO THIRD PARTY BENEFICIARY

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

9. ASSIGNMENT

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

10. NON-SOLICITATION

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

11. NOTICES

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

EduTech: EduTech Group, LLC
 130-A Cochran St.
 Simi Valley, CA 93065

School: Accelerated Schools
 116 East Martin Luther King, Jr. Blvd,
 Los Angeles, CA 90011

- b. **Delivery:** All notices, requests, demands, and other communications shall be deemed to have been given at the time when deposited in a post office, mailbox, subpost office, substation, or mail churt, or other like facility regularly maintained by the United States Postal Service, to be sent via registered or certified mail, postage prepaid, and addressed to the party at the address set forth above, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt.

12. DISPUTES

Should any dispute, claim, question, or disagreement arise regarding the terms or Services rendered under this Agreement, the Parties agree they shall meet at a mutually beneficial time and location and attempt, in good faith, to resolve the dispute through discussion. If informal resolution is unsuccessful, the Parties shall attend mediation with a mutually agreeable mediator, with the Parties to share mediation fees and costs equally.

13. WAIVER

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

14. FORCE MAJEURE

No party shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, floods, earthquakes, fires, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the Parties. However, to the extent EduTech is excused from performance, the School is excused from making payment relating to such nonperformance.

15. INTELLECTUAL PROPERTY OWNERSHIP

All Intellectual Property Rights owned by either party hereto prior to or independent of this Agreement, shall remain the sole property of such party, and nothing in this Agreement shall confer in the other party any title to , or except as necessary for the provisions of the Services hereunder, right to use such Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. School agrees not to (and agrees not to allow third parties to) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services, or to extract significant portions of Services' files for use in other applications. School also agrees not to remove, obscure, or alter any copyright notice, trademarks, or other proprietary rights notices affixed to EduTech provided materials.

16. AMENDMENT

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

17. GOVERNING LAW; ATTORNEY FEES

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

18. ENTIRE AGREEMENT

This Agreement and any exhibits attached hereto constitute the complete and exclusive Agreement between the Parties and supersede any prior or contemporaneous negotiation, representation, understanding, or agreement with respect to the services

contemplated, whether written or oral. No other promises or agreements of any kind have been made to cause the Parties to execute this Agreement.

19. INSURANCE/INDEMNITY

- a. **Indemnification:** To the fullest extent permitted by law, EduTech shall indemnify, defend and hold the School and its Board of Trustees, employees, representatives, volunteers, and agents ("Indemnified Parties") harmless from any and all suits, actions, legal proceedings, demands, claims, liabilities, or losses, including but not limited to reasonable attorneys' fees ("Losses"), arising out of or resulting from any acts or omissions of EduTech or its employees, agents, Subcontractors, Suppliers, or affiliates, including related to performing Shared Technology Services under this Agreement or breach of confidentiality or intellectual property provisions of this Agreement up to the fees paid during the prior twelve months of the contract. arising out of EduTech's failure to comply with applicable laws. EduTech will have no obligation to indemnify, defend and hold harmless an Indemnified Party to the extent that the Loss(es) have been caused by the gross negligence or intentional misconduct of that Indemnified Party. This provision shall survive the termination or expiration of this Agreement.
- b. **Insurance :** EduTech shall maintain insurance satisfactory to the School and as set forth below during the term of the Agreement.
 - i. **Commercial General Liability.** Commercial General Liability Insurance that shall protect EduTech and School from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from any portion of the Services. EduTech shall maintain such Commercial General Liability Insurance, with a single combined limit of one million dollars (\$1,000,000.00) per occurrence and annual aggregate of at least two million dollars (\$2,000,000.00), and such Automobile Liability Insurance that provides not less than one million dollars (\$1,000,000.00) combined single limit per occurrence applicable to all owned, non-owned and hired vehicles.
 - ii. **Workers Compensation & Employer's Liability Insurance.** In accordance with provisions of Labor Code Section 3700, EduTech shall secure and maintain workers' compensation coverage for its employees in the amount required by law. EduTech shall maintain required Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) per occurrence (accident) and one million dollars (\$1,000,000.00) per employee (disease). EduTech shall ensure these coverages and policies waive subrogation against Additional Insureds.
 - iii. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to EduTech's Shared Technology Services.

- iv. **Proof of Carriage of Insurance.** EduTech shall not commence any work under this Agreement until it has obtained all required insurance and it has delivered all certificates, endorsements, and insurance policies in duplicate indicating the required coverages to School and School has approved the same. Certificates, endorsements, and insurance policies shall not be canceled or reduced without five (5) business days advance notice to School from cancelation notice and each policy must contain endorsements stating The Accelerated Schools and its agents, representatives, employees, trustees, officers, consultants and volunteers are named additional insureds under all policies except Worker's Compensation and Professional Liability Insurance. An endorsement will also state EduTech's Commercial General Liability Policy shall be primary and any insurance or self-insurance maintained by School shall be non-contributory. All endorsements must waive any right to subrogation against each of the named additional insureds. Additionally, all insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VIII, unless otherwise acceptable to School. School may request a copy of the endorsement and EduTech must provide the copy of the endorsement upon request. EduTech's provision of insurance hereunder shall not operate as a potential limitation of liability. EduTech shall be fully responsible for all premiums, deductibles, and any self-insured retentions.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates set forth below

EduTech Group, LLC:

Robert A Cireddu

2024-05-09

By _____
CEO/Owner

Date

Accelerated Schools

Debbie Kukta

2024-05-09

By _____
School Administrator (In his/her official capacity only)

Date

EXHIBIT A
SHARED TECHNOLOGY SERVICES

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

- Network Managed Services Provider (MSP) for three locations
 - Monitor and maintain network equipment
 - (2) core switches and firewall
 - (32) IDF switches
 - (4) Physical Servers
 - (11) Virtual Servers
 - Implement networking best practices for performance and security.
 - Configure and install new network equipment.
- Offsite Senior Technology Director-level support:
 - Educational Technology thought leadership advisory services, including establishment and adherence to Best Practices regarding:
 - Hardware and software implementation, support, and management
 - Administrative policy oversight
 - Technology Project Management
 - Device Management and Integrated applications for staff and students
 - Digital communications, including web, email, and emergency notification systems
 - Campus physical security systems
 - School site(s) technology support for staff and students
 - IP telephony
 - Professional development
 - Other, as requested and available
- Escalation Support
 - Provide online ticketing and knowledge-base system for appropriate staff.
 - Provide advanced offsite technical support for network and systems when needed

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

EduTech Initials: RAC Date: 2024-05-09

School Initials: D.K. Date: 2024-05-09

Signature Certificate

Reference number: XRBXP-AI9TJ-IZD7A-QUUV7

Signer

Timestamp

Signature

Debbie Kukta

Email: dkukta@accelerated.org

Sent:

09 May 2024 00:20:08 UTC

Viewed:

09 May 2024 15:02:46 UTC

Signed:

09 May 2024 15:12:29 UTC

Debbie Kukta

Recipient Verification:

✓ Email verified

09 May 2024 15:02:46 UTC

IP address: 156.3.165.235

Location: Los Angeles, United States

Bob Cireddu

Email: robert.cireddu@edutech-group.com

Sent:

09 May 2024 00:20:08 UTC

Viewed:

09 May 2024 18:19:49 UTC

Signed:

09 May 2024 18:20:34 UTC

Robert A Cireddu

Recipient Verification:

✓ Email verified

09 May 2024 18:19:49 UTC

IP address: 184.56.60.225

Location: Chardon, United States

Document completed by all parties on:

09 May 2024 18:20:34 UTC

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