

CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE YEAR 2021-2022

This agreement is by and between the *Hollister School District ("The District")* and *IT Management Corporation ("Service Provider")* for the purchase of equipment and services as described on the proposal "Network Electronics RFP #2021-IT7" submitted by the Service Provider on December 22, 2022 as part of the E-Rate Year 2022 effort.

The District intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

The District and Service Provider agree to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project. The term of this contract shall commence when signed by both parties and shall remain for 24 months for non- recurring services.

The work shall be subject to the following conditions:

- A. The District will provide access and information needed to Service provider to perform their task.
- B. Contract is contingent upon the specific funding of the FRN at the percentage rate submitted for.
- C. The project herein [is/may be] contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.
- D. District may use other funds such as bond or general funds to finance the project.
- E. No E-rate billing can take place before July 1, 2022. If District elects to take delivery after June 1, 2022 but prior to Receipt of a Funding Commitment Decision letter then District is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472)
- F. No installation work can take place before July 1, 2022.
- G. Invoices will be submitted on after July,1 2022 as Net 22 Days term.
- H. The Service Provider will be sending invoices to the District upon delivery of the equipment and completion of services at each site.
- I. District agrees to file the Form 486 Receipt of Service Confirmation within 120 days of the date on the Funding Commitment Decision Letter (FCDL).
- J. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable.
- K. Any additional work outside the scope of work submitted in the RFP is a change order and must

be approved and accepted by the District. This work, may or may not be eligible for discount.

PRODUCT, PROJECT, INSTALLATION, SETUP

In this Master Service Agreement Terms & Conditions and attached addenda, IT Management Corporation, hereafter is referred to as "IT MGMT" and/or the "COMPANY" (in all uppercase letters), and the person, firm, or company that contracts with IT Management Corporation for the purchase of goods or services hereafter is referred to as "CUSTOMER".

CUSTOMER accepts these Terms and Conditions by making a purchase from or placing an order with IT MGMT or shopping on IT MGMT's website or requesting products (the "Products") or engaging IT MGMT to perform or procure any Services for CUSTOMER.

These Terms and Conditions are subject to change without prior notice. The Terms and Conditions in effect at the time CUSTOMER places an order or signs a Statement of Work (SOW) will govern the order in question, unless otherwise agreed to in writing by IT MGMT and CUSTOMER.

- All the quotations submitted by IT MGMT and its subsidiaries are valid for no more than 30 calendar days from date of quote, unless otherwise specified.
- Quotes, estimates, and product prices may change without notice at any time due to manufacturer's price adjustment, government imposed tariffs or regulatory requirements, product availability, market conditions, and/or management discretion.
- Proposed prices may not include applicable taxes, insurance, shipping, delivery, setup fees, cables or cabling services, or related material unless specifically listed on the document.
- IT MGMT requires a purchase order referencing the associated quote number. If a purchase order is not provided, an authorized CUSTOMER representative must sign the quote for the order to be processed.

Invoicing & Payment

1. One hundred percent (100%), or the remaining balance if initial payments have been made, for hardware/software/support/maintenance/training is invoiced upon shipment of the order, including sales taxes, regulatory fees, shipping, and handling fees.
2. An interest charge of 1.5% per month will be applied to all past due amounts, plus all costs of collection and reasonable attorney's fees.
3. Most major credit cards are accepted. A convenience fee of 3.5% may be assessed.
4. CUSTOMER agrees to accept multiple invoices for projects that cover multiple sales or invoices based on project progress stages. In the event that a site's readiness is delayed by the CUSTOMER, CUSTOMER agrees to accept and pay upon invoice delivery all invoices that pertain to equipment and services already received and/or installed.
5. USAC invoicing / SPI can be provided if was noted in the SOW and the project RFP in advance.

Taxes

1. Items sold by IT MGMT and shipped to destinations in California are subject to CA sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total sale price of each individual item subject to taxation.
2. The amount of tax charged on an order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between

the time an order is placed and the time an invoice is sent, which can affect the calculation of sales taxes. The amount appearing on a quotation as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged on an invoice.

3. All companies with tax exemption must present a valid Tax Exempt Form. If CUSTOMER is not tax exempt or if tax-exempt form is not provided, then CUSTOMER agrees to pay all applicable taxes as invoiced.

Delivery

1. All Hardware/Software will be shipped ground unless otherwise specified by CUSTOMER and the sales order, quotation, purchase order, or statement of work (SOW).
2. All shipments are FOB Origin or Pre-paid and shipped to dock. Any special shipping requirements must be clearly stated on all purchase orders (e.g. inside delivery).
3. If inside delivery or lift-gate is required, it must be specified and additional fees will apply.
4. For third-party vendor orders, IT MGMT is limited to the delivery schedule and inventory availability by the vendor, and as such, IT MGMT shall not be held responsible for delays in shipping to CUSTOMER.
5. Shipping charges that appear on this quote are an estimate. IT MGMT will invoice and the CUSTOMER will pay the actual shipping charges as invoiced.

Returns & Billing disputes

1. Upon delivery of equipment, CUSTOMER agrees to open all shipments and visually inspect equipment for physical damage. All damage must be reported to IT MGMT within 72 hours of delivery.
2. If a product arrives damaged, notify IT MGMT Customer Service at cst@ITMGMT.com or call 888-970-2070 immediately to obtain a Return Merchandise Authorization (RMA) number. The COMPANY will NOT ACCEPT any returns without an RMA number. Please have the following information on hand when calling for an RMA number:
 - a. CUSTOMER name
 - b. Invoice number
 - c. Serial number
 - d. Nature of the problem
3. All products returned must include all original boxes and packing materials, have original UPC codes on the manufacturer boxes, and contain all manuals, blank warranty cards, and other accessories and documentation provided by the manufacturer.
4. CUSTOMER is responsible for all return shipping charges, and agrees to pay a restocking fee of 15% of the purchase price.
5. No returns will be accepted for any custom ordered products or custom configured computers. Once a custom system order is placed with IT MGMT, the order is invoiced and no cancellations or returns will be accepted.
6. Defective products may be returned directly to IT MGMT within 15 days from delivery date. At IT MGMT's discretion, the COMPANY will provide one of the following: credit, replacement, exchange, or repair. Manufacturer restrictions may apply to the return.
7. Software titles that are defective can be returned to IT MGMT within 15 days of delivery date and will be replaced only for the SAME software title. Unopened software may be returned for a refund or exchanged within 15 days of delivery date. Non-defective, opened software may not be returned under any conditions.

8. Multiple software licenses cannot be returned for refund or exchange unless first authorized by the manufacturer and may not be returned beyond 15 days for any reason.
9. A copy of IT Management Corporation's full RMA policy is available for review online at www.ITMGMT.com/TermsandConditions
10. An Invoice challenge or billing dispute can be filed within 7 days of receipt of invoice by the CUSTOMER. Disputes filed beyond 7 days of receipt of invoice will not be honored.

Warranties

Warranty – IT MGMT will provide 30 days technical support for its services unless it was noted in the SOW and the project RFP in advance. Manufacturers are responsible for standard or extended warranty support, and is to be provided by the pertinent, related product manufacturers.

1. IT MGMT warrants that it has good title, if applicable, to the equipment being sold to CUSTOMER under this agreement, and the right to sell such equipment to CUSTOMER free of liens or encumbrances.
2. IT MGMT further warrants to CUSTOMER that the installation and setup of the equipment being sold to CUSTOMER hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to CUSTOMER or the date upon which IT MGMT completes performance of the services under this agreement (this installation warranty being hereinafter referred to as an "Installation Warranty".) Unless otherwise declared in writing, the manufacturer's warranty will apply to all software and hardware devices. Except as expressly set forth in this paragraph, IT MGMT does not make, and hereby disclaims, any and all representations, liabilities, or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, device or service output of data, errors or omissions in data output and capture, CUSTOMER use of device data and information output, fitness for a particular purpose, satisfactory quality, infringement, or arising from a course of dealing, usage, or trade practice.
3. IT MGMT shall reasonably cooperate and assist CUSTOMER in enforcing any manufacturer warranties with respect to the equipment being sold to CUSTOMER under this agreement.
4. IT MGMT hereby advises CUSTOMER, and CUSTOMER acknowledges that in the event CUSTOMER desires to procure from IT MGMT, any warranty protection beyond the warranty of title and the installation warranty provided under this paragraph, CUSTOMER may do so by entering into a separate Service Agreement with IT MGMT.
5. Manufacturer's warranty is whatever the manufacturer publishes at the time of purchase.

Force Majeure

Neither party shall be liable to the other for any delay in performance or failure to perform, in whole or in part, due to labor dispute, strike, war or act of war (whether an actual declaration is made or not), insurrection, riot, civil commotion, act of God, act of public enemy, accident, fire, flood, earthquake, act of any governmental authority, judicial action, computer virus or worm, or similar causes beyond the reasonable control of such party. If any event of force majeure occurs, the party affected by such event shall promptly notify the other party of such event and take all reasonable actions to avoid the effect of such event.

Non-Solicitation of Personnel

During the project and for a period of one year thereafter, neither Party shall, either directly or indirectly, employ or solicit for employment any employee of the other Party or any of its affiliates with whom the hiring Party had contact or became aware of during the execution of any Service Agreement or SOW covered under this agreement. If a party breaches this Non-Solicitation of Personnel, the breaching party

shall pay thirty percent (30%) of the employee's annual base salary to the non-breaching party, within five (5) days of breach.

Jurisdiction/applicable law

Any disputes arising out of or in connection with this agreement shall be exclusively settled by the Superior Court of Santa Clara, California.

Confidentiality

1. CUSTOMER agrees to treat all Confidential Information as confidential information of IT Management Corporation, both during and after the term of this engagement.
2. Confidential Information means all information and material to which CUSTOMER has access in connection with or related to the Service Agreement, SOW, or purchase order(s) including, but not limited to, IT Management Corporation's documentation, financials, marketing, sales, estimates of work, and quotations. CUSTOMER agrees to use the Confidential Information received under this Agreement solely for the purposes of performing its obligations under this quotation. CUSTOMER will not disclose or make Confidential Information available to any third party, except as specifically authorized by IT MGMT in writing.

ADDENDUM-A

Product & Services for Cabling, Network Switch and WiFi infrastructure installation projects

1. Product sale and associated project does not include costs related to unforeseen items (i.e. collapsed, broken, or inadequate pathways, structural damage to the building, paint repairs, patching, damaged ceiling tiles or surfaces).
2. Start/Completion Date - CUSTOMER will provide all the required information and the equipment will be preconfigured in advance before any onsite work is scheduled. Unless noted in the Scope of Work, all onsite work will be performed during normal business hours Monday-Friday 8:30 am – 5:30 pm. Any work outside the above hours will require approval by the CUSTOMER, and an on-site CUSTOMER representative may be needed during that time. IT MGMT will make reasonable efforts to perform its tasks to minimize impact to daily operations of the CUSTOMER's business and at its own discretion may change work schedules to after normal business hours.
3. Background check – While IT MGMT staff have had background checks, as determined by the CUSTOMER, a CUSTOMER representative may be required to escort or be present with the installation team (s) while they are on premise. If additional individual background checks and badging are needed, the fees associated with the service and associated time will be billed to the CUSTOMER.
4. Parking & Construction Zone– CUSTOMER will provide designated parking area for the project and if needed will make accommodation in advance to remove obstacles or vehicles parked in the construction, loading, and unloading areas.
5. Scissor Lift – Hiring of scaffolding, hoists, scissor lift or other specialized climbing apparatus will be provided by the CUSTOMER or charged to the CUSTOMER when such equipment is required.
6. Clean Up/Maintenance - IT MGMT will clean premises daily and will remove project related debris as necessary so that property is maintained in a safe and orderly manner. At scope of work completion, IT MGMT will remove all project debris and equipment in the installation areas so that property is left in a condition comparable to the way in which it was found before the start of installation activities.
7. Licenses - IT MGMT is licensed by the California Contractor State License Board in the following categories: Class C-7/Low Voltage #944128.

8. Bonds - Any bonds (bid, payment, or performance) are not included in this proposal and can be added at the rate of 2.75% of the total project.
9. Permits & Licenses - Permits, Building Management System (BMS) and Fire Life Safety (FLS) vendor fees or licenses if needed are not included in the proposal and do not appear necessary. If any are found to be necessary the costs are to be paid by CUSTOMER.
10. Unless noted in the Project Scope, IT MGMT will use existing pathways for all cable installation. There is no allowance included in this SOW to install conduit, new chase, establish new pathways, or excessive raceway (more than 6 ft.) or to perform any trenching or boring unless otherwise specified in writing.
11. The services associated with any order will start within seven business days upon receipt of the purchase order or the signed quote or SOW by an authorized representative.
12. There will be a 30% increase applied for after business hours professional services and support unless it was noted in the SOW and the project RFP in advance.
13. The professional services are provided for a minimum 2 hours for onsite and 30 minutes for remote sessions. Professional services and labor hours are recorded to the nearest quarter hour.
14. Lodging and mileage expenses are not included in the proposed quote unless it was noted in the SOW and the project RFP in advance.
15. CUSTOMER shall make available, in a timely manner and at no charge to IT MGMT, all drawings, technical data, measurements, passwords, or other information and resources reasonably required by IT MGMT for the performance of professional, installation, and setup services.
16. CUSTOMER will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by CUSTOMER.
17. All stated delivery and installation dates are approximate and except as expressly provided in this agreement, IT MGMT shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental, or special damages, or for commercial loss resulting from delays in delivery or installation.
18. Supplementary services or change requests by CUSTOMER regarding the scope of services will be invoiced separately based on the agreed hourly rate for the applicable services.
19. IT MGMT will perform the services defined in its proposal and any amendments or change orders accepted by both parties. Any request from the CUSTOMER that requires extra work, or additional time, or increases IT MGMT's costs will require an amendment or change order agreeable to both parties.
20. IT MGMT will properly support and secure all new cabling as required by the State of California. IT MGMT will use existing and/or install new means of support to properly secure cable as IT MGMT deems necessary to meet the current State of California Building Standards Code 2013. IT MGMT will install adequate service loops where appropriate to allow for potential repair and splicing of cables. For more information about CA Building Standards Code, visit www.bsc.ca.gov/Home/Current2013Codes.aspx.
21. Pathways – unless noted, IT MGMT will install cabling where low-voltage equipment and services already exist, and IT MGMT will use or share these same existing cable distribution pathways to install all new cabling. Existing pathways will include at least one or all of the following methods: over T-Bar ceilings, areas above “hard cap” or non-removable ceilings (accessed through existing access hatches), and the use of existing conduit, raceways, wire-mold, low-voltage junction boxes, and/or other available and appropriate telecommunications and/or interconnection distribution pathways available.
22. Damage to Existing Cable - If an unforeseen cable is cut or disconnected at any time due to;



- a. Lack of documentation by CUSTOMER,
 - b. Lack of communication with contractor,
 - c. Bundled with other data cables and is of the same color, connected to notification systems such as HVAC, Fire Alarm, Security, or any other system, IT MGMT will not be responsible for any damage. IT MGMT will troubleshoot and reconnect via oral and or written work order by CUSTOMER staff based on Time & Material rate.
 - d. Exclusions - Firewall penetrations, patching of walls, ceilings, and other mounting surfaces, painting, concrete drilling and coring, and as-built drawing are not included in the scope of work for the project and their associated cost.
23. Technical Support - IT MGMT will provide technical support during regular business hours Monday-Friday.
24. Holidays, and Weekends as requested by the CUSTOMER when given a 3-business day notice (Monday through Friday). Technical Support is defined as, when CUSTOMER requests an IT MGMT Technician be present for any reason whatsoever other than what is included in IT MGMT Scope of Work. This includes and is not limited to assisting, consulting, or completing any moves, adds or changes to already completed work. CUSTOMER understands and agrees to compensate IT MGMT for all requested Technical Support at a rate of one hundred thirty-three Dollars, (\$133), per hour, 4-Hour Minimum, prevailing rates and overtime/weekend rates apply.
25. CUSTOMER AGREES THAT UNDER NO CIRCUMSTANCES WILL IT MGMT BE HELD LIABLE FOR THE INFORMATION OR DATA THAT IS OUTPUT FROM ANY DEVICE INSTALLED OR SOLD BY THE COMPANY, OR FOR ACTIONS TAKEN BY CUSTOMER BASED ON OR AS A RESULT OF INFORMATION OR DATA OUTPUT, OR FOR ERRORS IN OUTPUT OR FALSE ALARMS TRIGGERED BY CAMERAS, VAPE DETECTORS, ACCESS CONTROLS, METAL DETECTORS OR OTHER DEVICES.

Service Provider Name:

IT Management Corporation

SPIN: 143033893

Signature: _____

Printed Name: Arman Eghbali

Title: President

Date: 01/19/2022p

Customer Name:

Hollister School District

Billed Entity Number:

Signature: _____

Print Name: _____

Title: _____

Date: _____

