

**TECHNOLOGY SERVICES AGREEMENT**

**BETWEEN**

**EXCELSIOR ACADEMY**

**AND**

**H-WIRE TECHNOLOGY SOLUTIONS, LLC.**

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THIS AGREEMENT (the “Agreement”) is made and entered into on July 1, 2013 by and between H-Wire Technology Solutions, LLC., a Utah Limited Liability Corporation, and Excelsior Academy (“Charter Holder”), a nonprofit corporation organized under the laws of the State of Utah (“State”). H-Wire Technology Solutions and Charter Holder agree to the terms set forth below.

**RECITALS**

WHEREAS, Charter Holder has been authorized by the Utah Charter School Board to organize and operate a new charter school in Utah pursuant to the Utah Charter Schools Act; and

WHEREAS, H-Wire Technology Solutions provides consultant services to public charter schools; and

WHEREAS, Charter Holder desires that H-Wire Technology Solutions provides its school consultant services to Charter Holder, and H-Wire Technology Solutions desires to provide its consultant services to Charter Holder; and

WHEREAS, Charter Holder and H-Wire Technology Solutions are entering into this Agreement to set forth the obligations and duties of each party with respect to the implementation of H-Wire Technology Solutions’ consultant services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, H-Wire Technology Solutions and Charter Holder agree as follows:

1. **Contractual Relationship.** Charter Holder has entered into an agreement with the Utah Charter School Board which sets forth certain terms and conditions governing Charter Holder. Pursuant to the Charter Agreement, Charter Holder is governed by a board of directors (the “Board of Directors”) which is responsible for the operations of the charter school. Under the Charter Agreement, Charter Holder is vested with all powers and authority necessary or desirable for carrying out its program. These powers and authorities include the power to contract with H-Wire Technology Solutions to provide its consultant services pursuant to this Agreement, subject to applicable statutes and regulations, and in the exercise of such authority, Charter Holder hereby contracts with H-Wire Technology Solutions, to the extent permitted by law, for the provision of such services for the charter school, subject to the terms and conditions set forth in this Agreement and the Charter Agreement, and further subject to the oversight of the School Director and the Board of Directors. H-Wire Technology Solutions acknowledges that this Agreement is subject to the terms of the Charter Agreement.

2. **Terms.** The term of this Agreement shall commence on July 1, 2013 and end on June 30, 2014, or can be mutually extended until further notice by written agreement of the parties.
3. **Duties of H-Wire Technology Solutions:**
  - 3.1. **Charter School Technology Services.** H-Wire Technology Solutions will perform the following functions at all campus' of the Charter Holder's network:
  - 3.2. **General Services.**
    - 3.2.1. **Provide 24X7 support of Charter Holder's network, email, lottery and SIS systems.**
    - 3.2.2. Operate and maintain the LAN and WAN, including all connected machines.
    - 3.2.3. Maintain the privacy and security of the networks and individual computers.
    - 3.2.4. Respond to computer, network, and printer problems in a timely manner.
    - 3.2.5. Provide "help desk" service to staff.
    - 3.2.6. Perform network backup according to designated schedule.
    - 3.2.7. Maintain hardware and software.
    - 3.2.8. Troubleshoot computer and printer problems and coordinate to get outside support if necessary
    - 3.2.9. Install new products and or software.
    - 3.2.10. Seek staff input in determining system/operations improvements and/or needs in relation to the network
    - 3.2.11. Participate in the development of policies, procedures and resources in relation to the network.
    - 3.2.12. Maintain the school's email service.
    - 3.2.13. Maintain the school's email backup service (GRAMA compliant system)
    - 3.2.14. Respond promptly to network emergencies
    - 3.2.15. Communicate clearly and effectively with school staff about network-related policies and procedures
  - 3.3. **Special Education Services supplemental agreement.**
    - 3.3.1. Review needs of Special Education students' needs with Special Education instructional staff
    - 3.3.2. Purchase and install technology tools to address identified needs
    - 3.3.3. Train special education and general education staff in the use of special education technology tools
    - 3.3.4. Provide ongoing support to special education technology.
  - 3.4. **Additional Services under this agreement**
    - 3.4.1. **Provide SIS support**
      - 3.4.1.1. Teacher professional development on attendance, gradebook and other SIS functions.
      - 3.4.1.2. Provide help desk support for FoxPro and Web based SIS versions for administration.
      - 3.4.1.3. Assist in resolving Clearinghouse Errors
      - 3.4.1.4. Provide Help-Desk support for scheduling
    - 3.4.2. Provide secure web based Lottery/Enrollment platform for Charter Holder.
    - 3.4.3. Provide web based inventory system for Charter Holder.

#### 4. **Termination of Agreement.**

4.1. **Termination.** Either party shall have the right to terminate this agreement by providing 30 days' written notice to the other party.

5. **Remedies.** The sole remedy for breach of this Agreement shall be specific performance of the obligations outlined herein or termination of this Agreement in accordance with Section 4, except for any breach of any obligation to make monetary payments to the other party. Monetary payments that are not paid within 30 days after the due date will be subject to interest charges of one percent (1%) per month.

6. **Compensation.** It is recognized between the parties that H-Wire Technology Solutions is a for-profit entity. In exchange for the consultant services provided in this Agreement, Charter Holder will pay H-Wire Technology Solutions \$2,600 per month for general technology support beginning on July 1, 2013 and then on the first day of each month thereafter during the period of the Agreement.

7. **No Third Party Beneficiary Rights.** No third party, whether a constituent of Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, Charter Holder or H-Wire Technology Solutions in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.

8. **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.

9. **Section Headings.** The section headings shall not be treated as part of this Agreement or as reflecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.

10. **Invalidity of Provisions of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

11. **Assignment.** This Agreement shall not be assigned by either party without the prior written consent of the other party.

#### 12. **Indemnification.**

##### 12.1. **Indemnification**

12.1.1. To the extent permitted by law, H-Wire Technology Solutions shall indemnify, defend, and hold harmless Charter Holder and its respective members, directors, officers, employees, and agents from and against all claims, damages, demands, liens, losses, or liabilities of any kind, including attorney's fees and litigation costs, to the extent arising

out of or connected with (i) any negligent acts, errors, or omissions or willful misconduct of H-Wire Technology Solutions or its Personnel, its officers, employees, or agents in performing the services under this Agreement; and (ii) negligent or willful non-performance of breach by H-Wire Technology Solutions or its Personnel of any of its or their duties, obligations, or representations under this Agreement, subject to the limits of H-Wire Technology Solutions professional liability insurance.

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

**EXCELSIOR ACADEMY**

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

**H-WIRE TECHNOLOGY SOLUTIONS, LLC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_