

## **MASTER SERVICE AGREEMENT**

THIS MASTER SERVICE AGREEMENT (this “Agreement”) is executed to be effective as of 5/4/2023 by and between SECURED TECH SOLUTIONS, LLC, an Indiana limited liability company (“STS”), and Mt. Vernon Community Schools a(n) K-12 School District (“Client”) (STS and Client are sometimes hereinafter be referred to individually as a “party” or collectively as the “parties”).

### **Recitals:**

A. STS is in the business of providing educational technology services in connection with implementing 1:1 student device programs for K-12 schools.

B. Client wishes to engage STS to perform certain services as more fully set forth herein, and STS wishes to accept such engagement, all upon the terms and conditions hereinafter set forth.

### **Agreements:**

In consideration of the foregoing Recitals and the agreements hereinafter set forth, the parties hereby agree as follows:

1. **Engagement; Scope of Services.** Client hereby engages STS, and STS hereby agrees, to provide the services more particularly described in each Addendum from time to time attached hereto and/or incorporated herewith, each of which is by reference made a part hereof (collectively, the “Services”), on the terms and conditions set forth in this Agreement and each Addendum attached hereto and/or incorporated herewith. The parties may add additional services to this Agreement by executing one (1) or more Addenda covering such additional services, each of which will become a part of this Agreement on the date it is signed by STS. Except for billing start dates, which shall be governed by the applicable Addendum, in the event of any conflict between this Agreement and the terms and conditions of any other document referenced herein or incorporated herewith, the terms of this Agreement shall control.

2. **Term; Termination.** The term of this Agreement (the “Term”) shall be a period commencing on the date that Client is first billed for Services hereunder (the “Commencement Date”) and ending four (4) years after the Commencement Date, unless sooner terminated as provided in this Section 2. Individual Services may be terminated as provided in the applicable Addendum. The Term may be terminated by either party without liability if the other party materially breaches any of the other party’s representations, warranties or obligations under this Agreement and, except with respect to payment defaults, to which no cure period shall apply, the other party fails to cure such breach within twenty (20) days after receipt of written notice of such breach.

3. Fees; Billing. Billing for all Services will occur upon the date or dates specified in the Addendum applicable with respect to such Service(s). All undisputed invoices are due within thirty (30) days of the invoice date. All payments for Services shall be paid in US Dollars. Any undisputed payment not made when due will be subject to late charges equal to the lesser of 1.5% per month (prorated on a daily basis beginning on the past due date) or the highest rate allowed by law. In addition, STS reserves the right to limit or restrict the provision of Services to Client if undisputed balances are past due, provided that STS notifies Client of any such limitation or restriction in writing. Except as otherwise provided in the applicable Addendum, all recurring charges for Services as set forth on any Addendum hereto will be invoiced by STS on a monthly basis in advance. STS may in its sole discretion, at any time and from time to time, modify the fees applicable for any periodic/recurring Services provided hereunder; provided, however, that STS shall provide written notice of any such modification no later than thirty (30) days prior to the date that such modified fee(s) will take effect. Except for taxes based on STS's income, Client shall be responsible for payment of all sales, use, gross receipts, excise or other federal, state and local taxes, fees, charges or surcharges, however designated, imposed on or based upon the provision, sale or use of the Services provided hereunder.

4. Indemnity. Each party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other party and its respective officers, directors and employees (collectively, the "Indemnified Parties") against any and all losses, costs, obligations, liabilities, penalties, damages, expenses or other charges, (collectively, "Losses") that the Indemnified Parties incur, to the extent that the Losses are caused by the gross negligence or willful misconduct of the Indemnifying Party. The Indemnified Parties shall promptly notify the Indemnifying Party in writing of any Losses for which the Indemnified Party seeks indemnification and cooperate with the Indemnifying Party in, and permit the Indemnifying party full control over, the defense and settlement of any matter subject to indemnification; provided, however, that the Indemnifying Party shall not enter into any settlement that affects the rights of interests of any of the Indemnified Parties without such Indemnified Parties' prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. The Indemnified Parties shall have the right to participate in the defense at their expense.

5. Limited Warranty; Disclaimer of Warranties. STS warrants that STS and the Services provided hereunder do and will comply with The Family Educational Rights and Privacy Act of 1974 ("FERPA") and that it will provide the Services in a professional and workmanlike manner and in accordance with the standards generally applicable to the Information Technology industry. Except as specifically set forth in the immediately preceding sentence, the Services are provided on an "as is" and "as available" basis without warranty of any kind, either express or implied, including without implied limitation the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, STS makes no warranty that (a) the Services will meet Client's requirements, (b) that the results that may be obtained from Services will be effective, accurate or reliable, or (c) that the quality of the Services will meet Client's expectations or be free from mistakes, errors or defects.

6. Limitation of Liability. In no event shall either party be liable to the other party for any speculative, indirect, special, punitive, exemplary, incidental, indirect or consequential damages of any kind, including but not limited to those resulting from personal injury or loss of goodwill, use, data or information of any kind, revenue, profits or economic advantage, even if

advised in advance of the possibility of such damages, in connection with performance under this Agreement. The liability of either party hereunder, if any, on any claim for damages arising out of this Agreement shall be limited to direct damages and shall not exceed the amount which has been paid to STS by Client for STS's performance hereunder. No action arising out of this Agreement, regardless of the form of action, may be brought by Client more than six (6) months after the termination of the Term.

7. Confidentiality. "Confidential Information" shall mean any and all information furnished or disclosed in connection with this Agreement by a party (the "Disclosing Party") to the other party (the "Receiving Party") which under all of the circumstances should reasonably be considered confidential, and shall include, without limitation, any property, product, technical and/or business documentation, client information, client lists, computer programs, trade secrets, know-how, ideas, specifications, patent applications, methodologies, formulae, designs, processes, technology, techniques, drawings, inventions, diagrams, and all other relevant information pertaining to the Disclosing Party's business. Confidential Information shall not include information that the Receiving Party can show was in the public domain or literature; or information that the Receiving Party can show was already in its possession, without obligation of confidentiality, at the time of disclosure by the Disclosing Party; information which, subsequent to its disclosure hereunder becomes part of the public domain through no act or omission of the Receiving Party; information that is disclosed to the Receiving Party without obligation of confidentiality by a third party having the legal right to do so; or information that is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party shall gain no interest or rights in or to Confidential Information or to its enhancements, developments or refinements.

Any Confidential Information received from a Disclosing Party shall be kept confidential by the Receiving Party and shall not, without the prior written consent of the Disclosing Party, be disclosed by the Receiving Party in any manner or be used by the Receiving Party other than for purposes related to the performance of this Agreement. The parties further agree to take all reasonable efforts to safeguard the Confidential Information from disclosure to anyone other than the Receiving Party. Upon the request of the Disclosing Party at any time to the Receiving Party or upon termination of this Agreement, the Receiving Party shall return all Confidential Information to the Disclosing Party or, if requested by the Disclosing Party, destroy such Confidential Information with notice to the Disclosing Party acknowledging such destruction. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party shall continue to be bound by the obligations of confidentiality and other obligations hereunder. In the event of any breach of these confidentiality terms by a Receiving Party, the parties acknowledge that money damages may not be a sufficient remedy for damages suffered by the Disclosing Party, and the Disclosing Party shall be entitled to equitable relief, including injunctions or orders for specific performance, without the necessity of posting any bond, in an action instituted in any court having subject matter jurisdiction, in addition to all other remedies available to the Disclosing Party with respect thereto at law or in equity. A party's pursuit or obtaining of equitable relief in the event of a breach of this Agreement shall not preclude that party from recovering damages from the breaching party.

8. Ownership of Intellectual Property. This Agreement does not, and shall not be construed to, grant to Client any ownership right, title or interest in any intellectual property rights embodied in or associated with the products and services provided by STS hereunder. All intellectual property rights, title and interest in the methodology, technology and know-how that STS uses to provide products and services hereunder, whether or not specifically recognized or perfected under applicable law, are and shall remain the sole and exclusive property of STS and its licensors, as applicable.

9. Non-Solicitation of STS Employees. During the Term and for one (1) year thereafter, Client shall not, directly or indirectly, employ or offer employment to (or utilize as an independent contractor) any of STS's current or former employees or consultants who performed services under this Agreement without the prior written approval of STS.

10. Assignment; Successors and Assignees. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, which consent shall not be unreasonably conditioned, delayed or withheld. Notwithstanding the foregoing, STS may assign this Agreement to an affiliate or division so long as STS exercises management control over or owns a controlling interest in or is under common control with such affiliate or division. In addition, either party may assign its rights and obligations under this Agreement to its successors by consolidation, merger or purchase, or other acquisition of all or substantially all of its assets, and upon such assignment, the assigning party shall be released of all its obligations under this Agreement arising from and after the date of such assignment, provided that any such assignee entity delivers to the other party a signed writing evidencing its agreement to be bound by the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

11. Attorneys' Fees / Arbitration Costs. If any legal action, including, without limitation, an action for injunctive relief, is brought relating to this Agreement, the prevailing party in any final judgment shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration costs/fees and reasonable attorney fees paid or incurred.

12. Notices. Any notice either party desires to give the other party hereunder shall be in writing and shall be delivered to the parties at their addresses set forth below unless such addresses are changed by written notice. Notices shall be effective upon delivery (a) in person, (b) by certified mail, postage prepaid, return receipt requested, by the receiving party, (c) by a recognized commercial overnight courier that guarantees next day delivery and provides a receipt, or (d) upon confirmed successful transmission if sent by facsimile or electronic mail to the recipient's then current facsimile number, or electronic mail address, as applicable.


13. Force Majeure. Neither party shall be responsible or have any liability for any delay or failure to perform to the extent due to acts of God, earthquake, fire, flood, embargoes, labor disputes and strikes, riots, war, acts of terrorism, and acts of civil and military authorities; provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

14. General. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, whether expressed or implied. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement. In the event any signature is delivered by facsimile or by electronic signature, such signature shall create a valid and binding obligation on the executing party with the same force and effect as if such facsimile or electronic signature were an original thereof. This Agreement may not be modified or amended except by written agreement signed by duly authorized representatives of both parties. This Agreement and all related documents including all addenda attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the State of Indiana, United States of America, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Indiana. Any ambiguities in this Agreement shall not be strictly construed against the drafter of the language concerned but shall be resolved by applying the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of contracting. Should a court find any clause of this Agreement to be void, such finding shall not impair the remainder of this Agreement. If a party fails at any time to require the other party to perform any term of this Agreement, such non-enforcement shall neither be taken nor held to be a waiver of such term, nor in any way affect the non-enforcing party's right to enforce such term in the future. No waiver on the part of any party of any term of this Agreement shall be deemed a continuing waiver, a waiver of any other term, or a breach of any other term.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

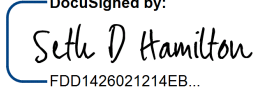
SECURED TECH SOLUTIONS, LLC

By: A1F87188B28F41A...

Printed: Nathaniel J. Holmes

Title: President

“STS”

By: FDD1426021214EB...

Printed: Seth D Hamilton

Title: Director of Technology

“Client”

## **ADDENDUM 1**

### **Device Repair Warranty**

This Addendum (Addendum 1) is executed in connection with, and is made a part of, that certain Master Service Agreement dated 5/4/2023 by and between Client ( Mt. Vernon Community Schools ) and STS.

1. **Description of Program; Participation.** “Device Repair Warranty” is a device repair program for clients who wish to purchase a device protection warranty to mitigate losses for their broken devices. The Device Repair Warranty is applicable to the inventory which the Client and STS have agreed to cover for the term of the contract, hereto referred to as “Covered Devices”. Client agrees to:

- a. Provide STS with serial numbers for all Covered Devices, including any loaner devices, prior to the start of coverage (loaner devices will not be covered unless STS has a serial number for the loaner device);
- b. Ensure all Covered Devices are cased;
- c. Use cases for all Covered Devices sold by or approved by STS prior to entering into this agreement;
- d. Purchase replacement A/C adapters and/or cables and bricks for Covered Devices from STS, and/or require that only original Apple or Apple OEM chargers are used. Using non-Apple or non-Apple OEM chargers may result in waived battery coverage;
  - i. A/C adapters may be purchased from STS at \$32/unit;
  - ii. Cables maybe be purchased from STS at \$14/unit (USB-C to Lightning [1m]);
  - iii. Bricks maybe be purchased from STS at \$12/unit (20W OEM);
- e. Help reduce shipping costs by shipping Covered Devices in multiple quantities (preferably in quantities of 5 [five] or greater) whenever possible;
- f. Provide the following information for every school that will be sending in Covered Devices to STS:
  - i. Physical address;
  - ii. Email address;
  - iii. Phone number;
  - iv. Contact name and title;
- g. Have in place, and provide STS with a copy of, an Acceptable Use Policy that allows for disciplinary and/or financial action after the second student damage occurs.

2. **Coverage Period / Covered Devices.** Coverage will begin on August 1, 2023 and coverage will end on July 31, 2027, hereto referred to as the “Coverage Period”. Covered Devices include:

- a. Device: Dell 3110 (non-touch)
  - i. Model Number: 3110
    1. GB: 32
    2. Color: Black

- 3. WiFi ☒ or Cellular
- ii. Quantity: 1,570
- iii. Replacement Value \$: \$244.22

3. Covered Damages. “Covered Damages” includes accidental physical damage to a cased Covered Device that occurs anywhere in the United States during the Coverage Period resulting from fire, flood, earthquake or other natural disaster or spills, splash or full immersion; theft, robbery or burglary, provided, that a police report relating to such incident is submitted and verified by STS; LCD burnout; RAM failure and/or error; loose charging ports; Wi-Fi board failure; hard drive crash; cracked screens resulting in lack of functionality; or mechanical or electrical failure. STS will replace 1 (one) battery with life under 25% for Windows and/or Chrome laptops per device serial number during the Coverage Period. STS will replace 1 (one) battery with life under 50% for iPads and/or MacBooks per device serial number during the Coverage Period. (Batteries may be replaced before they reach the aforementioned percentages and purchased at the current Ad Hoc Repair Pricing rate, available upon request.)

Notwithstanding the foregoing, the Device Repair Warranty Program does not apply to, and Covered Damages do not include: damage that occurs to an uncased device; replacement batteries with life greater than 25% (Windows and/or Chrome) or 50% (iPad and/or MacBook); A/C adapters; chargers; A/C adapters; chargers; intentional damage, theft, robbery, burglary without a verified police report; lost devices; cosmetic damage that does not result in lack of functionality; or damage caused by corrosion, rust, or changes in humidity or temperature.

4. Repair Request; Shipment. Upon the occurrence of Covered Damage that Client intends to send to STS for repair, Client shall submit a repair ticket in the portal that STS has provided. STS will seek to fulfill each repair request in a timely manner and will pay for shipping the device both to and from the STS repair facility or any other repair facility that STS deems fit to complete the repair. Parts for repair by STS may include used parts rated Grade B or better. If STS cannot source the parts to fulfill the repair within 6 weeks, STS will provide Client with a like/used device as a replacement.

5. Total Loss/Beyond Economical Repair. In the event of a total loss or a Covered Device is deemed beyond economical repair, STS will purchase the device from Client for a total loss payment for the predetermined replacement value of the device. All devices that have been paid the total loss amount will become property of STS.

6. Motherboards. If a Covered Device’s motherboard needs to be repaired or replaced, Client agrees to allow administrative access to their software of choice to streamline the repair or replacement. If Client chooses not to allow such access to STS, Client is responsible for reenrolling the Covered Device in the Client’s software system.

7. Client Responsibility for Manufacturer’s Warranty. Client is solely responsible for determining if a manufacturer’s warranty is applicable with respect to any Covered Damage / Covered Device, and if a manufacturer’s warranty is applicable, then Client shall submit a claim to the manufacturer before submitting a Repair Request hereunder. Any repair completed by STS may violate the manufacturer’s warranty.



8. Data Sharing. All personal data will not be shared or sold. Any non-identifiable repair data collected by STS may be shared or sold.

9. Payment. Client shall make all payments in full within 30 days of receiving an invoice from STS, unless given express consent in writing to make other payment arrangements.

Should Client require annual installments, they will be invoiced as follows:

- a. Years 1 & 2: At the time of signing the original Agreement;
- b. Year 3: One year after signing the original Agreement;
- c. Year 4: Two years after signing the original Agreement.

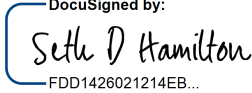
10. Early Termination: In the event that Client chooses to terminate the Device Repair Warranty before the Coverage Period ends, Client may be assessed a fee up to the original MSRP of the cases minus any prorated Coverage Period payments, to be paid upon termination. All fees associated with underwriting costs and case costs are non-refundable and will be assessed a 15% early termination fee should Client terminate the Agreement before year three of the Coverage Period.

11. Program Not Insurance. Device Repair Warranty is a device repair program and is not intended to be and shall not be deemed to constitute insurance coverage for Client or the Covered Devices or in connection with any Covered Damage or loss of data caused by any Covered Damage. However, STS will obtain insurance coverage such that Client will be able to make claims for coverage in the event that STS ceases to do business during the Term. Upon written request by Client, STS will provide to Client material information regarding such coverage.

12. Authority to Sign. The individual signing this document for the Client represents and warrants that they are authorized to execute this Addendum.


[Signatures appear on the following page(s).]

This Addendum (Addendum 1) executed by Client on 5/4/2023 .

By:  FDD1426021214EB...  
Printed: Seth D Hamilton  
Title: Director of Technology  
“Client”

This Addendum accepted by STS on 5/4/2023 .

SECURED TECH SOLUTIONS, LLC

By:  A1F87188B28F41A...  
Printed: Nathaniel J. Holmes  
Title: President  
“STS”