



1324 El Camino Real • Belmont, CA 94002 • 650-592-4372

Network Administration Support

June 7, 2016

Prepared for:



Campbell Union School District

155 N. 3rd Street

Campbell CA, 95008

James Crawford

Deputy Superintendent / Administration Services

Prepared By:

Steve Guerrero / EVP Sales & Marketing

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Statement of Work

EPC IT Solutions (EPC) to provide Network Administration and Monitoring Services for Campbell Union School District (CUSD).

Upon being selected to provide and perform the following functions EPC will provide:

- Engineering Resources (Certified, Trained, & Competent for technologies acquired)
- Fixed Fee Services

BACKGROUND

CUSD has requested the services of EPC to provide consulting, integration, and support for the upgrade of new data center environment to be stored and hosted on site at the Court Yard with redundancy at the District office, utilizing Nimble Storage, Cisco UCS Servers, VMware, and Juniper network. This SOW is for EPC to provide Onsite Network Administrator services.

Performance Responsibilities

- Architect and maintain networking infrastructure, supporting LAN/WAN for 14+ district locations
- Recommend and implement strategies to improve network performance, security and productivity of services in District's main office as well as remote school sites
- Produce sound and secure network designs according to industry best practices
- Provide advanced troubleshooting, configuration and maintenance of complex networks
- Deploy network equipment including , but not limited to, switches, routers, wireless, IP telephony, IP-based security a A/V equipment
- Document network architecture, infrastructure components and Standard Operating Procedures
- Provide on-call support for district network and services
- Install, test and maintain Ethernet and fiber optic network cabling to support networked computer systems. Establish and maintain records of computer cable paths utilizing campus floor plans
- Report network performance statistics to management on a regular basis

CUSD to provide:

- Single point of contact that holds the responsibility and authority to act on behalf of the District to approve the Work & assist with decisions that must be made to support said work and available during the life of the contract.
- Access to sites, facilities, rooms, telecom equipment, server & computer environment, any and all applicable locations so work can be completed per the scope of work

Definition of Services

- CUSD & EPC to identify and agree to the Computer Systems Analyst III(s) assigned to District.
- EPC to provide services and support
 - 16 hours per week
 - 2 days per week (8 hours per day) and/or
 - 24x7 monitoring
 - Network
 - Servers
 - Identified Devices that has an IP Address

Standard Holidays

Standard business hours are 9:00am to 5:00pm PST Monday through Friday, excluding these holidays observed by EPC.

*New Year's Day *Martin Luther King Jr. Day *President's Day *Good Friday
*Memorial Day *Independence Day *Labor Day *Veteran's Day
*Thanksgiving Day *Day after Thanksgiving *Christmas Eve *Christmas Day

Price and Terms of Services

This Contract Falls under the CMAS Contract 3-14-70-311A Base GSA Scheduled Number

GS-35F-0050L SIN 132-51 IT Professional Services

Personnel Designation	GSA Hourly Rate	Line Item Equivalent
Senior IT Systems Analyst	\$80.00	Helpdesk Support per User
Computer Systems Analyst III	\$100.00	Server Administration
Functional Expert Consultant V	\$165.00	Network Administration / Security
Project Manager	\$112.86	Cabling Direction and Oversight

Out of Scope

- ECP can provide Phone & On line support
 - Monday-Friday 9AM-5PM
 - \$80.00 hour billed in 15Min increments
 - Monthly call logs with identified remediation
- EPC can provide additional onsite support
 - Monday-Friday 9AM-5PM
 - Will be onsite within 1 hour of request
 - \$125 per hour billed in 4 hour increments
- EPC can provide off hour emergency support
 - Available before 9AM and After 5PM
 - Available 24x7 365 per year
 - Will be onsite within 1 hour of request
 - \$225 per hour billed in 4 hour increments

Services Agreement

Upon signature by authorized representative of Campbell Union School District 155 N. 3rd street, Campbell CA 95008, an agreement is entered into between EPC IT Solutions Inc. (EPC) located at 1324 El Camino Real, Belmont CA 94002. Whereas CUSD wishes to obtain professional services offered by EPC, whereas EPC wishes to provide the stated services contained in the **Network Administration Support**, Scope of work dated June 7, 2016.

Both parties agree to the following:

1. Scope of work: CUSD does hereby retain EPC to provide the equipment and services outlined in the **Network Administration Support**, by providing a Purchase Order No. _____.
2. Period of Performance: The term of the agreement will commence on the date signed below and will be for a period of **(12) months**, there after month-to-month with a 30 day bi-lateral notice of termination of agreement.
3. Compensation: CUSD agrees to pay EPC, at the designated **CMAS Contract 3-14-70-311A** rates per month for the services associated with the **Network Administration Support**, Scope of work, billed monthly with N30 terms.
 - a. The District's Daily support will be provided by a Computer Systems Analyst III, currently (Anthony Hare).

1. Executive Summary

For the past 13 years EPC IT Solutions, Inc. has been providing Information Technology (IT) services and products to bay area businesses. As a complete IT solutions provider we offer our clients all the necessary IT services and products under one roof to maintain their network with minimal downtime. Our services include but are not limited to: Network Design, Implementation, Maintenance and Monitoring, Onsite / Phone / Remote Support, Email, Web, Server, Domain Hosting, Structured Cabling, VOIP, Virtualization Services, and much more!

2. Who We Are

EPC was formed as a partnership in 2001 in Redwood City. In 2004, EPC opened its first retail store with a modern research and repair lab. EPC incorporated in 2006 as EPC Computer Solutions, Inc dba EPC IT Solutions. With a team of certified computer technicians and engineers, we are well poised to handle the complete IT requirements of companies consisting of 5 – 500 employees.

3. Management Snapshots

Munish Manrao, EE., CEO

Mr. Munish Manrao is a team oriented, highly motivated, and well-articulated Electrical Engineer with a background in business management. Effectively motivates others on all levels in the achievement of individual and organizational goals. He has worked extensively with emerging video and audio technologies, written commercial programs, implemented cost saving procedures for startup companies.

Munish Manrao holds a Bachelors of Science in Electrical Engineering from Jack Baskin School of Engineering from the University of California, Santa Cruz.

Steve Guerrero, EVP Sales and Marketing

Mr. Steve Guerrero, leads EPC's Sales and Marketing teams. Mr. Guerrero brings proven executive sales leader with 15+ years of experience in building and managing successful IT sales teams for start-up and established business practices with intimate knowledge of the public sector market, which includes funding vehicles, contract tools, and procurement obligations.

Prior to joining EPC, Mr. Guerrero was the VP of Public Sector at Bear Data Solutions. From 2002 – 2010 Mr. Guerrero was held the position of Regional Public Sector Director at AT&T. He received his B.S. degree in Business Management from San Jose State University.

Evan Eckard, Senior Creative Designer

Mr. Evan Eckard artistic talents mixed with his up to date knowledge of web design makes him top notch in many areas: Illustration, Search engine optimization, Print design and production, Identity and branding, photography and videography.

4. Facilities and Parts Access

ePC IT Solutions, Inc carries a full inventory of computer components and software in our retail store. We also have a fully equipped repair and recovery lab where servers, desktops, laptops can easily be repaired with access to all the current IT tools. So when a hard drive goes out at 2:00am in the morning, we do not need to wait for parts or be delayed due to the necessary tools and workspace to minimize downtime. All ePC dedicated servers are

maintained in Fremont at Hurricane Electric – Hurricane Electric's International Internet backbone is ranked among the top in the world. Connections ranging from OC192, OC48, and 10GigE (10,000Mbps) form rings connecting Hurricane core routers, equipped with HVAC environmental systems with up flow air conditioning units, conditioned uninterruptible power and back-up generators to prevent energy surges or loss of power. A high-tech security system with digital video surveillance is in place for security with 24/7 access.

6. Strategic Alliances

Software	Distributors	Hardware
Intuit	Ingram Micro	Asus
McAfee	Synnex	Cisco
Microsoft	Gruber	Dell
Symantec	Ingram Micro	Intel
Trend Micro	MaLabs	ShoreTel
Websense	Quest	SonicWall
Sophos	Avnet	Brocade
VMware	Tech Data	NetAPP
Adobe	Baltech	Nimble Storage

7. References

Berryessa USD

Bonny Gregarious
1376 Piedmont Road
San Jose CA 95132
O (408) 923-1800
wjenkins@busd.net
<http://www.busd.net>

Services Provided: Onsite Network, Management, Maintenance including Exchange Server, ePC Exchange, Onsite / Phone support for portfolio companies, ePC Web Hosting, Cabling Services, Communication Services, Desktop, Software and Hardware servicing, Mobile Device Support

Palo Alto Medical Foundation

Beryl Ondera
1501 Trousdale Drive
Second Floor
Burlingame, CA 94010 (925) 891-7022
<http://www.pamf.org/mpd/cardiology>

Services Provided: Software and Hardware Consulting, Mobile Device Support, Application Support, Office Move Support, EMR Migration Support, Specialty Application Consulting

Togos Eateries, LLC

Sunny Andrews
18 North San Pedro
San Jose, CA 95110
(408) 280-6585 x 33
<http://www.togos.com>

Services Provided:
ePC Exchange Hosting, ePC Dedicated Application Server Hosting, ePC Web Hosting, Domain Hosting, Onsite / Phone support for 35 (mobile and office) employees (mobile, Cabling Services, Communication Services, Website Design, Desktop and Laptop Sales, Software and Hardware Consulting, Mobile Device Support

Millbrae School District

Frank Lagomarsino / IT Director
555 Richmond Drive
Millbrae, CA 94030
(650) 697-5693

Services Provided: On Call Onsite Network Setup, Configuration, and Maintenance including Exchange Server, Cabling Services, and Communication Services, Software and Hardware Consulting, Onsite Desktop Support, Server and Desktop Sales

MORE REFERENCES ARE AVAILABLE UPON REQUEST.

8. Notes

- Non- Scheduled and Emergency Support during business hours will be provided within (4 hours)

9. Links and Website Samples

Remote Support

ePC IT Solutions, Inc provides remote support via two software products:

ePC Remote Support: <https://www.ePC123.com> – Our own remote software ePC Remote Support is customized, secure, and simple remote software. The user enters their six digit pin into the above site, runs the program, picks the technician they want to give access to and through our secure server we are able to take control of our client's machine as they watch us correct their issues. This program run only when the user enters their code and then the program is immediately removed after the session is finished.

Logmein: <http://www.logmein.com> - This is a free third party application where the user does not need to interact in the support call and the technician can log on to the system with or without the user. The program remains installed on the users machine and any password changes will make it difficult for the technician to logon.

Website Portfolio

<http://www.bebewiggs.com>

<http://www.berlinfoodequipment.com>

<http://www.bytesavers.com>

<http://www.careerladdersproject.org>

<http://www.harmonyecosolutions.com>

<http://www.quicksilverconcierge.com>

<http://www.sbrecycling.net>

<http://www.sgtile.com>

<http://www.taiwanrestaurantsj.com>

<http://www.thetintguys.com>

<http://www.togosfranchise.com>

<http://www.urbanvillageonline.com>

Agreement No: __CUSD060716_____

MASTER PROFESSIONAL SERVICES AGREEMENT

1. SCOPE AND STRUCTURE OF AGREEMENT

- A. This Master Professional Services Agreement (“**MPSA**”) provides a framework under which ePC will provide Services to Client on an “as ordered” basis.
- B. This MPSA does not create any obligation to execute any specific SOW or a minimum number of SOWs. Individual SOWs, must be agreed to in writing and signed by both of us for each project. Each SOW becomes a separate agreement between both of us.

Executed as an agreement pursuant to the terms and conditions on _____ (“**Effective Date**”).

Client (Campbell USD) :

Authorized Signatory:_____

Signature:_____

Address:_____

Date:_____

(“**ePC Computer Solutions , Inc.** ” to be known as or “**ePC**”):

Authorized Signatory:_____

Signature:_____

Address: _____

Date:_____

TERMS AND CONDITIONS APPLICABLE TO THE MPSA AND EACH SOW

1. SERVICES

- 1.1. **Supply of Services.** ePC will provide the Services to Client under a SOW. The SOW will be effective upon execution by the parties.
- 1.2. **Obligations.** ePC will:
 - (a) Provide the Services specified in the SOW;
 - (b) Keep Client informed of the progress of the Services;
 - (c) Advise Client of any problems which arise regarding the Services;
 - (d) Advise Client of any permits, approvals or licenses that may be required, and obtain them at ePC cost and provide Client with copies, prior to starting any Services;
 - (e) Timely complete the Services;
 - (f) Ensure that ePC employees and subcontractors, if any, comply with Client's rules and regulations, including those regarding conduct of personnel, onsite security, and system security provided to ePC in writing.

2. STATEMENTS OF WORK

Each SOW forms a specific agreement. The parties may amend or supplement a SOW by preparing a mutually agreed Amended SOW which shall be executed by the parties, setting forth a description of the Services to be performed, the completion times and the amount and terms and conditions of payment. All other terms and conditions of this Agreement shall remain effective with respect to the Services to be performed under the immediately preceding SOW unless specifically modified in writing in the Amended SOW. Each Amended SOW shall be consecutively numbered.

3. FEES AND PAYMENT

- 3.1 **Fees.** The SOW will state the Service Fees.
- 3.2 **Expenses.** Client will reimburse ePC for pre-approved expenses listed in the SOW.
- 3.3 **Invoices:** ePC shall invoice Client monthly for Services rendered during the preceding monthly period unless otherwise stated or amended in the SOW.
- 3.4 **Payment Terms.** Client will pay each ePC invoice within 30 days of the date of the invoice. Client may not off-set any amounts due in the invoice
- 3.5. **Purchase Orders.** If a Client purchase order ("PO") is required pursuant to this Section, Client shall deliver the PO to ePC thirty (30) days prior to the first date of Services, unless otherwise amended in the SOW. EPC retains the rights to accept or reject the terms of the PO if they differ from terms and conditions contained herein.
- 3.6. **Payment; Default.** Any payment that is more than Fifteen (15) days past due from the due date stated in the Invoice is subject to a late charge of 1 1/2% per month (18% per annum) on the amount of the past due balance. If the Client's account is past due and ePC has notified Client in writing of the past due balance, ePC may, without advance notice, immediately cease providing any and all further Services without any liability to the Client for interruption of pending work. Notwithstanding the terms of Section 10.2 of this Agreement, ePC may institute proceedings to seek a default judgment in a court defined in Section 10.3 or other jurisdiction in the United States, at ePC's election.

- 3.7. **Collection.** If the Client's account, after default, is referred to an attorney or collection agency for collection, Client shall pay all of ePC's expenses, incurred in such collection efforts including, but not limited to, court costs and reasonable attorneys' fees.

4. INTELLECTUAL PROPERTY

- 4.1. **Pre-Existing Ownership.** Each party will retain ownership of its Intellectual Property Rights that existed prior to the date of a SOW ("**Existing IP**"); provided, however ePC hereby grant Client a perpetual, irrevocable, fully paid up, non-exclusive, right and license, including the right to sublicense to Client, to exploit and exercise all of this Existing IP in connection with Our use of the Work Product (including using such Existing IP in providing services to third parties).
- 4.2. **Work Product.** Unless otherwise specified in a SOW, Client will own, and ePC assign to Client, all Intellectual Property Rights in and to Work Product other than Existing IP.
- 4.3. **General Methodologies.** Neither party will be restricted from using general underlying methodologies or techniques learned or used in the course of performing, or developed during the performance of Services.
- 4.4. **Software License.** During the period covered by the applicable SOW, Client grants ePC a nonexclusive, non-transferable, non-sub licensable, limited license to use Client's Software specified in the SOW in object code form only and related documents solely to provide Services pursuant to the SOW. ePC will not (i) copy, modify, reverse engineer, (except to the extent this restriction is prohibited by law), sublicense or transfer Client Software; (ii) register or attempt to register any competing Intellectual Property Rights to the Client Software; (iii) delete or tamper with any proprietary notice in or on the Client Software, (iv) access or attempt to access the source code for the Client Software or (vi) use the Client Software in violation of applicable laws. All rights in and to the Client Software not specifically granted to ePC are retained by Client and/or its licensors.

5. WARRANTIES

- 5.1. **General Warranties and Covenants.** Each party represents, warrants and covenants to the other party that, as of the Effective Date and on the execution date of each SOW:
- (a) it has full authority and power to execute, and perform its obligations under, this MPSA and any SOW;
 - (b) it has all licenses, authorizations, consents, approvals and permits required by all applicable laws and regulations to perform its obligations under this MPSA and any SOW; and
 - (c) it will comply with all applicable laws and regulations in performing its obligations under this MPSA and any SOW.
- 5.2. **Services Warranty.** ePC warrants to Client that:
- (a) ePC will provide the Services, including any Work Product, with due diligence and in a professional manner in accordance with the requirements specified in each SOW, and in a manner consistent with industry standards reasonably applied to ePC performance;
 - (b) ePC will ensure that ePC employees and subcontractors, if any, will satisfactorily perform all Services, and comply with all applicable laws and regulations, and with Client's security, safety and document retention procedures when performing Services;
 - (c) ePC performance of the Services will not breach or conflict with any other agreement or obligation by which ePC are bound; and
- 5.3. **Remedies.** If ePC breaches the warranty or covenant in Sections 5.1(b), ePC will at Client's request, without charge and without delay, either re-perform or modify the affected Service or Work Product so as to promptly correct such breach, or credit us for the price of the Service. In addition, if Client is not reasonably satisfied with an individual providing

Services, or if ePC breach the warranty in Section 5.2(b), ePC will immediately remove and replace that individual with someone meeting the requirements of this MPSA

- 5.4. **EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 5, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND THOSE ARISING FROM A COURSE OF DEALING.**

6. CONFIDENTIAL INFORMATION

Each party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this MPSA, including any related SOW. Nothing in this MPSA will be deemed to restrict a party from disclosing Confidential Information to its employees and authorized subcontractors in the discharge of its obligations. Each party will use commercially reasonable efforts to protect all Confidential Information received. These obligations do not apply to Confidential Information that (i) is held by the recipient at the time of receipt from the disclosing party, (ii) was lawfully received from another person who is not required to hold it in confidence, (iii) was developed independently, (iv) is required by applicable law or regulation to disclose (in which case the recipient will promptly notify the disclosing party) or (v) that is or becomes public knowledge through no fault of the recipient. Before starting work on a project, ePC and ePC subcontractors will execute any additional nondisclosure agreements which may be required by the Client engagement.

7. LIMITATIONS OF LIABILITY

EXCEPT FOR LIABILITY RELATED TO BREACH OF SECTION 4 (INTELLECTUAL PROPERTY), SECTION 6 (CONFIDENTIALITY) A PARTY WILL BE LIABLE ONLY FOR ACTUAL, DIRECT LOSSES OR DAMAGES INCURRED (INCLUDING COST OF COVER), LIMITED TO THE AMOUNT OF FEES CONTRACTED FOR UNDER THE SOW THAT IS THE SUBJECT OF THE CLAIM.

EXCEPT FOR LIABILITY RELATED TO BREACH OF SECTION 4 (INTELLECTUAL PROPERTY), SECTION 6 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

8. TERM AND TERMINATION

- 8.1. **Term.** This MPSA will start on the Effective Date and continue until it is terminated in accordance with this Section 8.

8.2. **Termination.**

- (a) Either may terminate this MPSA at any time without cause by giving thirty (30) days prior written notice to the other. If either party desires to terminate due to the other party's breach of any SOW or term herein, the non-breaching party will provide the breaching party notice stating in sufficient clarity to breaching party the reason for the termination and provided the breaching party an opportunity to cure within ten (10) business day after receipt of said notice.
- (b) Notwithstanding the foregoing, this MPSA and any SOW or both, may be terminated immediately by either party: for (a) breach of Section 6 (Confidentiality) or Section 4 (Intellectual Property); (b) sale of all or substantially all of the assets, or transfer of a controlling interest to an unaffiliated third party; or (c) Insolvency.

8.3. **Effect of Termination.**

- (a) Upon termination of this MPSA for any reason, if a SOW is terminated prior to its completion, then ePC will promptly give Client a full written description of the status of the Service for payment of ePC's final invoice. Upon receipt of Client's payment, ePC will promptly deliver to Client all work in progress.
- (b) Except as specified in Section 8.3(a), upon termination of this MPSA or any SOW, ePC will (i) immediately cease work on the terminated project(s), performing only efforts reasonably necessary to wind down and preserve work that has been performed and (iii) at Client's request, either return or destroy all of Client's Software and Confidential Information in ePC's possession or control.

9. **Restrictive Covenant-Conversion:**

- (a) ePC is not an employment agency. Its Services are provided at great expense to ePC. In consideration thereof, during the term of this Agreement and for the three hundred sixty five (365) day period immediately following the period for which an Employee last performed Services for the Client under this Agreement, Client shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of such Employee to leave the employ of ePC or hire or engage such Employee.
- (b) Notwithstanding the above paragraph in this Section 9, if at any time the Client wishes to hire any Employee provided by ePC, Client may request that ePC release the Employee from his/her employment contract with ePC to allow Client to employ or engage the Services of Employee, either directly or indirectly. Client acknowledges and agrees that ePC, in its sole and absolute discretion, has the right to accept or refuse Client's request to employ or engage the Services of Employee supplied by ePC to Client. If ePC has accepted Client's request to employ Employee, either directly or indirectly, the Client will pay ePC an amount equal to 150% of the Employees first year salary, including guaranteed bonuses, with Client
- (c) In addition to the provisions of Section 9, during the term of this Agreement and for a period of one (1) year immediately following the termination of this Agreement, Client agrees that it shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of any Employee of ePC under any circumstances. In the event that Client violates this subsection and due to the difficulty to ascertain damages to ePC, Client agrees to pay to ePC an amount equal to such Employee's annualized first year salary, including bonuses, as liquidated damages.

10. **GENERAL**

- 10.1. **Export Compliance.** ePC acknowledges that in various countries, laws and regulations regulate the export of products, services and information which may prohibit use, sale or re-export of such products, services or information if ePC knows or have reason to know that such products, services or information are for use in connection with the design, development, production, stock piling or use of products, services or information in violation of U.S. Export Compliance Laws.
- 10.2. **Dispute Resolution.** In the event of a dispute, parties will use reasonable efforts to get an appropriate person from each party's respective management teams to meet and attempt to resolve the dispute in good faith. If these executives are unable to resolve the dispute within 30 days, either party may resort to alternate dispute resolution such as arbitration or otherwise or seek recourse from the courts. Either party may seek injunctive or other urgent equitable relief at any time.
- 10.3. **Governing Law.** This MPSA will be governed by and construed in accordance with California law and both parties consent to jurisdiction and venue in The District and County of San Francisco, California.
- 10.4. **Reasonable Control.** Neither of us will be responsible for any failure to meet any obligations due to matters beyond its reasonable control provided the affected party makes reasonable effort to perform.
- 10.5. **Subcontractors.** ePC may use subcontractors to perform any of its obligations, without Client prior written consent.
- 10.6. **Notices.** Notices made under this MPSA must be in writing to the appropriate representative of the receiver at the address identified above. Notices will be deemed given: where they are hand delivered, when a duly authorized employee or representative of the recipient gives written acknowledgement of receipt; for email communication, at the time the communication enters into the information system of the recipient; for posting, three days after dispatch and for fax, on receipted transmission of the fax.
- 10.7. **Independent Contractors.** We are each independent contractors and there is no actual or deemed partnership, franchise, joint venture, agency, employment or other fiduciary relationship between us. Each party is solely responsible for its own taxes, withholding and other similar statutory obligations relating to this MPSA.

- 10.8. **Survival.** Rights and obligations under this MPSA which by their nature should survive the termination or expiry, including without limitation Sections 4, 7 and 8, will remain in effect after termination.
- 10.9. **Waiver.** No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this MPSA will be considered a waiver thereof. Nor will it be deemed to be a waiver of such party's right thereafter to exercise or enforce the same or any other right or provision. To be valid, a waiver must be in writing, but need not be supported by consideration. No single waiver will constitute a continuing or subsequent waiver.
- 10.10. **Entire Agreement/Conflict.** This MPSA, together with the SOWs is the entire agreement relating to its subject matter and supersedes all prior or contemporaneous oral or written communications, understandings, proposals of the parties relating to the subject matter of this MPSA. This MPSA may not be modified except by a writing executed by both parties. If there is a conflict between the MPSA and the SOWs, the SOWs will control.

11. DEFINITIONS

The capitalized terms below will have the following meanings in this MPSA:

"Affiliates" mean any person or other entity controlling, controlled by or under common control with either party to this MPSA.

"Confidential Information" Information, if disclosing in writing, is clearly marked as confidential at the time of disclosure. Confidential Information includes any Confidential Information that the Client may provide to ePC in connection with an actual or potential SOW.

"Fees" means the fees payable by Client for Services at the rates specified in a SOW.

"Client Software" means any software owned by or licensed to Client in object code form, and any new releases, updates, or upgrades that are to be utilized by ePC in connection with the delivery of a Service.

"Insolvent" means the inability of a party to pay its debts as they fall due, the appointment of a receiver or administrator, liquidator or similar person to the party's affairs under the laws of any jurisdiction; the calling of a meeting of creditors or for any reason, ceasing to carry on business.

"Intellectual Property Rights" means collectively all intellectual property rights throughout the world, including copyrights, patents, patent applications, trademarks, service marks, trade dress rights, trade secrets, know-how, and other similar proprietary rights, whether or not any of these rights is registered, and including, without limitation, applications for registration of and rights to apply for any of these rights.

"Services" means the services that ePC will provide Client and which are described in any SOW;

"SOW" means a statement of work executed by ePC and Client which incorporates this MPSA by reference and describes ePC Services and Work Product

"Work Product" means all items and information that ePC may deliver or cause to be delivered in connection with Services, whether in hard copy or electronic form, including but not limited to all deliverables specified in a SOW, and Intellectual Property Rights related to the deliverables.

The information in this proposal shall not be disclosed outside **Campbell USD**, and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal.

Agreement No: ____CUSD060716____

Statement of Work: No: ____CUSD060716____