

MOBILE TELECOM MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into this 18th day of March, 2021, by and between Lauren Batinich, LLC, d.b.a. LB Mobile Telecom Management, hereafter, "LB Mobile", located at 51 E. Campbell Avenue 129-43, Campbell, CA 95009, and ***San Mateo Foster City School District***, "Client", located at 1170 Chess Drive, Foster City, CA 94404. LB Mobile is hereby retained by Client as an independent contractor to perform mobile telecom management services as specified herein and/or by attached Addendums, on the terms set forth below.

LB Mobile Telecom Management is dedicated to saving businesses money through specialized techniques, procedures and systems. LB Mobile Telecom Management is a mobile device management (MDM) and bring your own device (BYOD) services company based in Silicon Valley. LB Mobile Telecom Management services will reduce Client's mobile telecom costs, implement policies to best manage the mobile aspects of the client's enterprise and provide excellent customer service.

In consideration of the mutual promises contained herein, LB Mobile and Client agree as follows:

1. **Manage Package.** LB Mobile agrees to provide Client with:

- a) Monthly Mobile services and MDM maintenance, monitoring and reports,
- b) Monitoring of student data usage
- c) Helpdesk support for Client employees, and
- d) Mobile equipment procurement and asset management
- e) Security app licensing
- f) Maintaining CIPA compliance and other regulations required

The managed service will be performed with either monthly or quarterly reports, as agreed by the parties. Client agrees to provide all material, data and legal access to accounts to effectuate and implement the plan. Client hereby grants LB Mobile a limited Power of Attorney, as attorney-in-fact with respect to act on Client's behalf with respect to only mobile telecommunication carriers. Client hereby grants LB Mobile to be its fully authorized mobile account manager for all communications and transactions with mobile carriers. LB Mobile will create and provide client with an LB Management Action Plan with instructions to follow for proper maintenance; Client agrees to adhere to the plan.

2. **Fee for Manage.** Client agrees to pay LB Mobile five dollars (\$5) per line/device per month discounted from eleven dollars and fifty cents (\$11.50). This fee includes all MDM licensing necessary to secure the managed devices in this case the recommended MDM is InseegoConnect. Payment is due within thirty days of close of each month. Additional hourly onboarding and project work as well as in-house or extensive support and training services will be charged at an hourly rate of \$175 one hundred and seventy-five dollars per hour as needed for any task which requires a Mobile Specialist to perform duties outside of maintenance activities. Such tasks will include but are not limited to: conduct mobile training presentations of proper cell phone use to employees, one-on-one mobile device training or tutoring for end users, device/equipment activation, open or manage carrier accounts, conduct Physical Mobile Device and Account Audit as well as device troubleshooting and repair. Prior notice and approval from Client Management will be required in writing via email.

3. **Term.** The term for the Business Service Plan is twenty-four (24) months. Early termination by Client shall result in a one time charge of the prior month's fee times the number of months remaining on the term of the Service. Payment shall be due within 10 days of invoice.

4. **Additional Services.** Client shall have the option to select additional LB Mobile services. Client may accept the additional services at anytime by executing an Addendum(s) and tendering the executed Addendum(s) to LB Mobile.

5. **Relationship of Parties.** LB Mobile will perform the services under the general direction of Client within the general parameters of issued Addendum(s). LB Mobile, however, will determine in LB Mobile's sole discretion the manner and means by which the services are accomplished, subject to the express condition that LB Mobile will at all times comply with applicable law. LB Mobile is an independent contractor and it is acknowledged that LB Mobile has an independent business, and has the right to provide services to multiple clients at times determined by LB Mobile. LB Mobile warrants that its services will be of a professional quality conforming to generally accepted consulting practices.

6. **Employment Taxes and Benefits.** LB Mobile acknowledges and agrees that it is obligated to report as income all compensation received by Client pursuant to this Agreement, and LB Mobile will indemnify and hold harmless from the failure to withholding taxes, social security, unemployment or disability insurance or similar items in connection with any payments made to LB Mobile pursuant to this Agreement.

7. **Indemnity.** LB Mobile will indemnify, hold harmless Client and its affiliates, directors, officers, employees, agents and independent contractors from and against all claims, liabilities, damages, losses and expenses, including, but not limited to, reasonable attorneys' fees and costs of suit arising out of or in connection with any negligent or willful act or omission of LB Mobile's employees or agents, including, but not limited to, the extent such act or omission causes or contributes to (a) any bodily injury, sickness, disease or death; (b) any injury to or destruction of tangible or intangible property, including computer programs and data, or any loss of use resulting therefrom; or (c) any violation of any statute, ordinance or regulation; or

8. **Insurance.** LB Mobile will maintain worker's compensation and state disability insurance, as well as adequate insurance to protect itself from and indemnify Client against claims giving rise to indemnification.

9. **Confidentiality.** LB Mobile utilizes confidential specialized techniques, procedures and systems to achieve the results for Client. The parties agree that said specialized techniques, procedures and systems are confidential information and trade secrets of LB Mobile. For purposes of this Agreement, "confidential information" shall mean any and all trade secrets, as defined by the Uniform Trade Secrets Act in California Civil Code §3426 et. seq. Specifically, a "trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process that: (1) Derives independent economic value, actual or potential, from not being generally known to the public or other persons who can obtain economic value from its disclosure or use; and (2) Is the subject of efforts that are

reasonable under the circumstances to maintain its secrecy. Confidential information shall further include this Agreement, any information and data of a private and confidential nature, including, but not limited to, proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, current and prospective customer lists, prices, business plans, which may be disclosed during the term of this agreement.

a. During the term of this agreement, LB Mobile may make known to Client, and Client hereby agrees to receive confidential information, for the sole purpose of using the information as is necessary for the performance of LB Mobile's services for Client and for use only in business arrangements of or with Client, and for no other purpose.

b. All confidential information delivered during the term of this agreement (a) Shall, if in writing or physical form, be identified orally or physically marked "confidential" or similarly legended by LB Mobile before being tendered to Client, unless it is commonly known by the Client to be confidential; (b) Shall not be copied, distributed, disclosed or disseminated in any way or form by Client without prior written consent of LB Mobile; (c) Shall be maintained in confidence, and may only be disclosed to those who have a need to know the same in order to use the same for appropriate purposes; (d) Shall not be used by Client for any purposes, except as otherwise expressly stated herein, without the express prior written permission of LB Mobile; and (e) Shall remain the property of, and be returned to, LB Mobile, along with all copies and work product thereof, within three (3) days of receipt by Client of a written request from LB Mobile. It is hereby acknowledged by Client that the confidential information is a valuable, special and unique asset of LB Mobile.

c. The obligations of this Agreement shall not apply, however, to any information disclosed by LB Mobile which (a) Is already in the public domain or becomes available to the public through no breach of this Agreement by Client; (b) Was, as between Client and LB Mobile, lawfully in Client's possession prior to receipt from LB Mobile; (c) Is received by Client independently from third parties free to lawfully disclose such information to Client; or (d) Is subsequently and entirely independently developed by Client.

d. Confidential information shall not be deemed to be in the public domain merely because any part of said information is embodied in general disclosures, or because individual features, components or combinations thereof are now or become known to the public.

e. The confidential information disclosed by LB Mobile to Client shall remain confidential indefinitely, until LB Mobile advises Client in writing that said confidential information is free to be disclosed and/or used by Client.

f. Client shall have the right to refuse to accept any confidential information under this Agreement, and nothing herein shall obligate LB Mobile to disclose to Client any further confidential information.

g. The parties agree that no copyright, trademark or other proprietary rights or licenses are granted by this Agreement.

h. Client agrees that it will promptly inform LB Mobile of any and all processes, designs, improvements and discoveries that it makes or becomes aware of as a proximate result of the disclosure of confidential information by LB Mobile.

i. Client agrees that all rights in all intellectual properties prepared by it pursuant to this Agreement, including patent rights and copyrights applicable to any of the intellectual properties described above, shall belong exclusively to LB Mobile.

j. Client agrees to use its best efforts to provide LB Mobile with reasonable assurance that it is, and at all times has, complied with the terms of this Agreement.

k. If it appears that the Client has disclosed, or has threatened to disclose, confidential information in violation of this Agreement, LB Mobile shall be entitled to an injunction to restrain Client from disclosing, in whole or in part, such confidential information, or from providing any services to any party to whom such confidential information has been disclosed or may be disclosed. LB Mobile shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

10. **Assignment.** The rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors, executors and administrators, as the case may be.

11. **Equitable Relief.** Because the services are personal and unique, and because Client will have access to and become acquainted with the confidential information of LB Mobile, Client agrees that its breach of this Agreement will result in irreparable harm to LB Mobile, and that LB Mobile will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that LB Mobile may have.

12. **Governing Law; Severability.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Both parties agree that any litigation or arbitration between the parties will take place in Santa Clara County, California, and both parties waive any objection to personal jurisdiction or venue in any forum located in that county. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire contract. If any provision of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

13. **Arbitration.** Client and LB Mobile agree to submit any and all disputes arising out of the Agreement, exclusively to final and binding arbitration pursuant to California Code of Civil Procedure §1280 et seq.

14. **Complete Understanding; Modification.** This Agreement constitutes the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings and agreements relating to such subject matter. Any

waiver, modification or amendment of any provision of this Agreement shall be effective only if in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first written above.

**Lauren Batinich, LLC, d.b.a.
LB Mobile Telecom Management:**

Lauren B. Vincent, CEO

CLIENT:



Co. Name San Mateo-Foster City School District
Name & Title: Peter Cazanis - Director of Technology