



Google Workspace For Education Plus 3-Year Agreement

Prepared For

San Mateo-Foster City School District

Amplified IT
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For questions or clarifications, please contact:

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Introduction

The purpose of this document is to provide an overview of the Google for Education agreement between Amplified IT and San Mateo-Foster City School District. **This is a multi-year agreement, as detailed below.**

About Us



Amplified IT is an education-focused consultancy that brings a unique blend of instructional and technical skills to the Higher Ed and K-12 market. Since 2008, this team of infrastructure and instructional consultants has assisted thousands of education institutions worldwide to successfully adopt Google Apps and Chromebooks. Amplified IT is a Google authorized reseller and has close ties to the Google EDU team and various vendors in the Google for Education sector.

Amplified IT's status as one of the leading education-focused Google App consultancies can be attributed to a blend of unique approaches to education technology consulting, focusing on empowering client's staff through the transfer of knowledge. We recognize the challenge of preparing students for an increasingly complex and cognitively demanding world, so we leverage our experiences to provide consulting to teachers who are dedicated to creating innovative learning opportunities for their students. We do not focus on tools; we focus on learning.

Agreement Summary

The client is San Mateo-Foster City School District, based in California

The client has engaged Amplified IT to procure **Google Workspace for Education Plus**.

Sales Quote – 3 Years, Paid Annually

Dec 21, 2021

Quote No.: 00144237 Prepared For: San Mateo-Foster City School District

Prepared By: Shannon Jesequel

NAME	PRICE	QTY	SUBTOTAL
Google Workspace for Education Plus - Multi Year	\$4.25	10500	\$44,625.00
Google Workspace for Education Plus - Multi Year	\$0.00	2625	\$0.00
Annual Total			\$44,625.00

By purchasing Google Workspace for Education via Amplified IT you also will receive:

- License provisioning guidance from dedicated on-boarding team
- Custom online training course covering all Google Workspace for Education features
- Access to Google Workspace for Education weekly office hours and quarterly best practice presentations by consultants
- Advanced level support by subject matter experts for assistance and escalation

Billing Terms

Pricing noted is valid for 28 days. Customer will be invoiced annually. Service will begin following execution of agreement and will conclude 36-months after. The annual price is \$44,625.00. The total cost over the lifetime of this agreement is \$133,875.00.

Please returned signed Service Pricing Agreement and include a copy of your organization's tax-exempt certificate.

A copy of our W-9 form and privacy and data notices may also be downloaded from our website, found here: <https://www.amplifiedit.com/work-with-us/>

Student Enrollment Verification Letters are required for all Education Standard and Education Plus orders. These letters confirm the number of students at your institution. This must align with the number of licenses you intend to buy, and must be returned with your Service Pricing Agreement before we complete your order.

Amplified IT, LLC Terms and Conditions: Google Workspace

As a Google Premium education partner, Amplified IT, LLC seeks opportunities to provide insights, services, consulting, and solutions that complement Google technology. Additionally, we sell licenses for Google solutions designed for the Education market, such as Google Workspace for Education and Google Voice.

These terms and conditions (the “**Terms**”) govern the resale and provisioning of licenses of Google Workspace for Education (“**Licenses**”) to customers by Amplified IT, LLC. These Terms, together with the Order (defined below), constitute the entire agreement between the parties with respect to the resale of Google services (collectively, the “**Agreement**”).

By executing this Agreement, Customer signifies that it has read, understood, and agreed to be bound by the Terms. Customer also signifies that they currently use and have accepted the Google Workspace for Education (formerly Google Apps for Education and G Suite for Education) provided by Google located at (https://workspace.google.com/terms/education_terms.html).

This agreement does not infringe or replace agreements in place between Google and Customer for the delivery and usage of product features. Customer represents that it has the power and authority to enter into the Agreement and warrants that it is responsible for compliance with applicable laws and regulations.

1. **Licenses.** Amplified IT agrees to provision licenses set forth on the sales quote provided to Customer (“**Order**”). The parties acknowledge that this Agreement does not create an exclusive relationship between the parties and nothing herein is intended to preclude Amplified IT from providing similar services for its other customers.

2. **Payment.** Customer will pay Amplified IT in accordance with the Terms set forth on the applicable Order. Customer shall submit payment in full within thirty (30) days from the date of an invoice. Any balance that is not paid when due will be subject to finance charges equivalent to the lower of eighteen (18) percent per annum interest rate or the highest rate allowed by applicable law. In addition to any other remedies available to Amplified IT, if payment of any fee is not made within thirty (30) days of when due Amplified IT has the right to suspend Licenses until such time as all fees are paid in full.

3. **Term and Termination.** This Agreement shall commence on the earlier of the date the Order is electronically accepted or a purchase order is issued by Customer and shall terminate upon the completion of the contract term (“**Term**”) unless sooner terminated as agreed upon by both parties or in the event of a material breach of this Agreement by one of the parties.

a. Customer acknowledges there is no termination for convenience. Customer remains financially obligated to the terms set forth in the quote or proposal. The financial obligation remains intact even in the event that the Customer chooses to cease use of the product, or expresses desire to downgrade or decrease licenses commitment.

b. By executing this agreement, Customer acknowledges and affirms that local statutes do not interfere with the commitment length and the financial obligation described.

4. Confidentiality

a. **Definition.** The term “**Confidential Information**” shall mean all non-public information including, without limitation, product and business plans, financial information, forecasts, sales, customer information, software programs, updates, best practices, methodologies, know-how, trade secrets, documentation, reports, data, records, forms, and other materials relating to a party’s (“**Discloser**”) business that is disclosed to the other party (“**Recipient**”) in the course of performing or receiving assistance, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, in all cases that is marked or identified at the time of disclosure or receipt as being “confidential,” or that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

b. **Obligations.** Recipient will: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within its own organization to its employees, independent contractors or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the obligations set forth in these Terms; (ii) protect the confidentiality and value of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (iii) not use, directly or indirectly, the Confidential Information for any purpose other than to satisfy its obligations under this Agreement. Recipient shall immediately give notice to Discloser of unauthorized use or disclosure of Confidential Information. Recipient shall assist Discloser in remedying any unauthorized use or disclosure of Confidential Information caused by Recipient. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser’s prior written consent.

c. **Disclosure Required by Law.** Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or governmental body, provided that Recipient shall first give notice to Discloser and cooperate with Discloser in seeking a protective order or preventing disclosure, at Discloser’s sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

d. **Exclusions.** The obligations described impose no obligation upon Recipient with respect to any Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed without a duty of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

5. Intellectual Property.

a. **Trademarks.** Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the “**Trademarks**”). Customer is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.

b. **Limitations of Liability.** IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR PAY, ANY AMOUNT OF INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR ANY DAMAGES RELATED TO THE LOSS OF DATA, BUSINESS, PROFITS, GOODWILL, WORK STOPPAGE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. IN NO EVENT SHALL AMPLIFIED IT’S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

c. **Limited Warranty; Disclaimer of Warranties.** Amplified IT warrants that the delivery THE PRECEDING IS AMPLIFIED IT’S ONLY WARRANTY CONCERNING THE LICENSES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED.

6. **Force Majeure.** Neither party shall be liable for, nor shall it be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than obligations to make payments when due) as a result of a cause beyond its control, including any act of God or public enemy, act of any military, civil or regulatory authority, terrorism or threat thereof, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, which could not have been prevented by the party with reasonable care.

7. **Notice.** Communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be properly given: (a) when delivered personally; (b) when sent by facsimile or transmission of a scanned PDF file by electronic mail, with written confirmation; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address and contact person listed in the Order. Either party shall provide timely written notice of any change of address or contact person.

8. **Entire Agreement; Modification.** These Terms, together with the Order, constitute the agreement between Amplified IT and Customer on the subject matter hereof and terminate and supersede all prior understandings or agreements, whether verbal or written. This Agreement may only be modified in writing, signed by duly authorized representatives of the parties.

9. **Severability.** If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

10. **No Waiver.** No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified IT's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

11. **Publicity.** Amplified IT may use Customer's name in promotional materials regarding the resales of Licenses. These permissions are free of charge for general use. Amplified IT will obtain Customer's prior approval for publicity that contains claims, quotes, endorsements or attributions by Customer.

12. **Business Forms Terms and Conditions.** If the terms and conditions in any purchase or sales order, invoice, quote form or any other business form conflict with or are additional to the terms contained in this Agreement, the parties agree the terms and conditions contained in this Agreement control and the terms, conditions, or provisions in such business form are void and of no force and effect.

13. **Survival.** Rights and obligations under this Agreement which by their nature should survive, including, without limitation Confidentiality, Intellectual Property, Limitation of Liability, Governing Law, Legal Fees, Publicity, and this section will remain in effect after termination of this Agreement.

14. **Customer Responsibility.** Customer agrees that by executing this agreement, it understands that statutes and provisions designed to protect the exposure and liability of the Customer as an instrumentality of the state or an institution of education in its state, will not violate applicable statutes and regulations. Violation of said laws and regulations is the sole responsibility of the Customer.

15. **Headings.** Headings used in these Terms are provided for convenience only and shall not be deemed a part of this Agreement.

For Amplified IT:

Michael Beeson

Michael Beeson

VP, Strategic Operations

12-21-2021

For San Mateo-Foster City School District