

SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into on August 1, 2016, (the “Agreement Date”) by and between ICS4Schools, LLC, a California limited liability company (“ICS4Schools”) and Milpitas Unified School District (“School District”). For purposes of this Agreement, ICS4Schools and School District shall each be referred to as a “party” and collectively as “parties”

1. Services.

1.1 Services. ICS4Schools agrees to perform the services (“Services”) as described in the Statement of Work attached as Exhibit A, as it may be amended from time to time by the parties (the “Statement of Work”). Additional Statements of Work may be added to this Agreement from time to time as mutually agreed by the parties. All services performed by ICS4Schools pursuant to any Statement of Work shall be governed by the terms and conditions of this Agreement and in the event that there is a conflict in the terms of this Agreement and any Statement of Work, the terms of this Agreement will control and supersede the terms of any Statement of Work. ICS4Schools shall be obligated only for Services specified in an applicable Statement of Work, and only for changes in such scope that are set forth in writing and duly executed by the parties hereto. The Deliverables (as defined in Section 7 below) resulting from any Services will be utilized solely for School District’s internal purposes unless otherwise agreed to in a Statement of Work, and should not be used for any other purpose or by any other person/party without the express written consent of ICS4Schools.

1.2 Compliance. ICS4Schools shall comply with the statutes, rules, regulations and orders of any governmental or quasi-governmental authority, applicable to the performance of the Services. ICS4Schools shall, from time to time during the term of this Agreement, keep School District advised as to ICS4Schools’ progress in performing the Services.

1.3 Performance. ICS4Schools shall determine the method, details, and means of performing the Services. ICS4Schools will devote the resources and effort necessary to timely complete the Services.

1.4 Subcontracting. Except for (i) employees of ICS4Schools; or (ii) independent contractors of ICS4Schools listed in any applicable Statement of Work, ICS4Schools shall not subcontract the Services and shall not allow any other person or entity to perform any of the Services for or instead of ICS4Schools without the prior written consent of School District.

1.5 Information. ICS4Schools shall be entitled to rely on the accuracy, completeness, and reliability of all information furnished by School District, its agents and employees or taken from School District reports and records, standard reference manuals, publications, and other sources except to the extent ICS4Schools is given actual written notice by School District or other persons that such information is not accurate or reliable. ICS4Schools shall have no obligation to verify the accuracy of such information in conjunction with its

performance of the Services and expresses no opinion and provides not warranty to School District or to any other person or party as to the accuracy or reliability of such information.

1.6 Service Provider Removal. School District may at any time, with or without cause, require ICS4Schools to remove any ICS4Schools employee or independent contractor providing Services to School District pursuant to any Statement of Work (each a “Service Provider”) from School District's premises or to otherwise replace a Service Provider assigned to perform Services upon thirty (30) day written request by School District, unless there are exigent circumstances requiring the earlier removal of such Service Provider.

1.7 Service Provider Training and Qualification. ICS4Schools shall provide normal and customary supervision and training for its Service Providers to assure competent performance of the Services. ICS4Schools shall be responsible for having its Service Providers use means, methods, techniques, sequences and procedures of work (whether by act or omission) consistent with the terms of this Agreement, any Statement of Work and standard industry practices for the Services being provided hereunder.

1.8 Cooperation. ICS4Schools’ performance of the Services depends on cooperation of School District regarding the Services. If ICS4Schools timely notifies School District in writing clearly stating that a lack of cooperation may or is causing delay, ICS4Schools will not be liable for any failure or delays in performing the Services, to the extent that the failure or delay is caused by School District’s lack of cooperation.

2. Compensation.

2.1 Service Fees. School District agrees to pay ICS4Schools the service fees set forth in the applicable Statement of Work (the “Service Fees”). Service Fees may not be changed unless agreed to in a writing signed by School District and ICS4Schools.

2.2 Payment. Unless otherwise specified in an applicable Statement of Work, School District shall pay all invoices of ICS4Schools net thirty (30) days from receipt of ICS4Schools' invoice.

2.3 Non-Payment. ICS4Schools retains the right to discontinue Services pursuant to any Statement of Work if the payment of Service Fees becomes past due with respect to such Statement of Work. ICS4Schools also has the right to terminate any Statement of Work or this Agreement if such non-payment persists more than ten (10) days after such payment is due. The parties acknowledge and agree that (i) any cessation of Services will not constitute a breach of this Agreement or any Statement of Work; and (ii) ICS4Schools shall have no liability for terminating any Statement of Work or this Agreement for non-payment as provided herein. School District will be liable for all costs of collection, including, but not limited to, attorneys’ fees and costs, court costs, interest on unpaid balances at the highest permissible statutory rate from and after the due date, and costs of enforcement (including investigation and sheriff’s fees). ICS4Schools will not have any obligation to provide School District with any Deliverables, report or other document in connection with the Services, or communicate its findings, conclusions, recommendations or advice relating to such Services until School District’s account

is paid in full, or alternative arrangements have been mutually agreed to in writing by ICS4Schools and School District.

3. Expenses. ICS4Schools shall be responsible for all expenses incurred in association with performance of the Services, except for expenses School District agrees to reimburse in advance or as otherwise set forth in a Statement of Work.

4. Term and Termination.

4.1 Effective Date. This Agreement will become effective on the Agreement Date and will terminate in accordance with the terms of this Section 4. Each Statement of Work, once signed and delivered by both parties, will become effective on the effective date set forth in such Statement of Work and will continue for the term set forth in such Statement of Work unless earlier terminated in accordance with the terms of this Section 4. The effective date of any termination of this Agreement or any Statement of Work shall be its "Termination Date".

4.2 Material Breach. Except for non-payment of a Statement of Work when due pursuant to Section 2.3, if either party materially defaults in the performance of this Agreement or any Statement of Work or materially breaches any of the provisions of this Agreement or such Statement of Work (each a "Default" and the party committing such Default shall be referred to as the "Defaulting Party"), the non-Defaulting Party may terminate this Agreement or such Statement of Work if such Default is not cured within thirty (30) days after delivering written notice to the Defaulting Party (the "Cure Period") reasonably detailing such Default (the "Default Notice"). If such Default is not cured within the Cure Period, the non-Defaulting Party may serve a notice on the Defaulting Party terminating such Statement of Work or this Agreement, as applicable, and the date of such notice shall be the Termination Date. Compensation to ICS4Schools will be due and payable in accordance with Section 4.5 in the event of any termination in accordance with this Section 4.3.

4.3 Automatic Termination. This Agreement terminates automatically on the occurrence of any of the following events:

- (a) The termination of the last Statement of Work entered into pursuant to this Agreement;
- (b) Bankruptcy or insolvency of either party; or
- (c) Cessation of the operations of ICS4Schools.

4.4 Compensation upon Termination/Effect of Termination of Agreement. Any termination of this Agreement shall act as a termination of all outstanding Statement(s) of Work entered into pursuant to this Agreement. Upon termination of any Statement of Work, ICS4Schools shall be entitled to the following with respect to such Statement of Work: (i) all Service Fees or other amounts due and owing to ICS4Schools earned prior to and including the Termination Date with Service Fees pro-rated accordingly; and (ii) reimbursement for expenses incurred in accordance with Section 3 above prior to the Termination Date and documented in accordance with Section 3 above. The termination of this Agreement shall act as a termination of all outstanding Statements of Work under this Agreement and the payment obligations of School

District for each such outstanding Statement of Work shall be made in accordance with the terms of this Section 4.4. Upon the Termination Date, the license for School District to utilize the Deliverables shall cease, School District shall no longer use the Deliverables and School District, at its expense, shall return or destroy all Deliverables and shall supply a written certification to such effect signed by an authorized representative of School District. Thereafter, School District shall owe ICS4Schools no further amounts or obligations.

4.5 Survival. The following provisions of this Agreement shall survive termination of this Agreement: Sections 2.3, 3, 4, 6.2, 6.3, 7, 8, 9, 10, 11 and 12.

5. Relationship of the Parties.

5.1 Independent Contractor. ICS4Schools enters into this agreement as, and shall continue to be, an independent contractor. Under no circumstance shall ICS4Schools look to School District as its employer, partner, agent, or principal. Neither ICS4Schools nor any Service Provider shall be entitled to any benefits accorded to School District's employees, including workers' compensation, disability insurance, retirement plans, or vacation or sick pay. Neither ICS4Schools nor any Service Provider shall have the authority to act on the behalf of or to bind School District in any manner, except as expressly authorized in writing by an officer of School District.

6. Representations and Warranties.

6.1 Representations and Warranties of ICS4Schools.

(a) Qualifications. ICS4Schools represents that ICS4Schools has the qualifications, experience and ability to perform the Services in a professional manner, without the advice, control, or supervision of School District.

(b) Insurance. ICS4Schools will maintain insurance policies in reasonable coverage amounts to cover any negligent acts committed by ICS4Schools or its Service Providers during the performance of the Services.

6.2 Representation and Warranties of School District. School District represents and warrants to ICS4Schools that (i) School District is the rightful owner of all materials provided to ICS4Schools or any Service Provider by School District in connection with the Services and has full power and authority to submit such materials for the Services or School District has the permission of the owner of the materials to submit such materials to ICS4Schools to perform the Services; and (ii) ICS4Schools' performance of the Services using such materials will not violate any proprietary rights of third parties, including without limitation, patents, copyrights, trademarks, know-how or trade secrets of any third party.

6.3 Representations and Warranties by Both Parties. Each party hereby represents and warrants to the other party the following:

(a) Enforceability. Each party has full capacity, power and authority to enter into this Agreement and any Statement of Work entered into pursuant to this Agreement and to carry out the transactions contemplated by this Agreement and any Statement of Work,

and this Agreement and each Statement of Work is and shall be binding upon such party and is enforceable in accordance with the terms of this Agreement and each Statement of Work.

(b) Authorization. All required action on the part of each party necessary for the authorization, execution and delivery of this Agreement and any Statement of Work entered into pursuant to this Agreement, the performance of all obligations of each party hereunder and thereunder, has been taken.

(c) Authority of Signors. Each party represents and warrants that the persons signing this Agreement and any Statement of Work entered into pursuant to this Agreement have the full power and authority to bind such party to the provisions of this Agreement.

7. Ownership of Deliverables/License to School District. All previous and future documents, material, data, reports or deliverables (as required to be prepared and delivered as set forth with specificity in any Statement of Work) developed or prepared by ICS4Schools for School District and any schools within the School District's control in the performance of the Services for School District (each a "Deliverable" and collectively the "Deliverables") will be the sole and exclusive property of ICS4Schools. During the term of any applicable Statement of Work, ICS4Schools hereby grants to School District a non-exclusive, non-transferrable and non-sublicensable right to copy and use the Deliverables for School District's internal use in connection with its incident command system. No Deliverable will be made available by School District to any other school district not mentioned in this contract during or following the term of this Agreement or any Statement of Work without the advance written permission of ICS4Schools. School District shall be liable for any breach of the provisions of this Section 7 by any school under School District's control that has received Deliverables pursuant to this Agreement.

8. Confidential Information.

8.1 Definition of Confidential Information. "Confidential Information" means all information pertaining in any manner to the business of ICS4Schools, unless: (i) the information is or becomes publicly known through lawful means; (ii) the information was part of the School District's general knowledge prior to its relationship with ICS4Schools ; (iii) the information is disclosed to School District without restriction by a third party who rightfully possesses the information and did not learn of it from ICS4Schools; or (iv) the information is required to be disclosed by law or legal process, or any taxing or other governmental authority including without limitation subpoena or court order. With respect to any disclosure of information pursuant to proviso (iv) above, School District shall provide ICS4Schools with prompt notice of such disclosure demand and, at ICS4Schools' expense, will provide reasonable cooperation in ICS4Schools' seeking confidential treatment of such information; provided, however, that nothing in this Agreement or any Statement of Work will prevent School District from timely complying with any legal disclosure request. All written, printed, graphic, or electronically recorded materials furnished by ICS4Schools for use by School District is Proprietary Information and is the property of ICS4Schools.

8.2 Restrictions on Confidential Information. School District and any schools within the School District's control shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Confidential Information belonging to ICS4Schools, whether or not it is in written or permanent form, except to the extent permitted by this Agreement or in a Statement of Work.

8.3 Non-Solicitation. School District shall not, during the term of this Agreement or any extension of it, and for a period of one (1) year immediately after the termination of this Agreement, for any reason, either directly or indirectly solicit or encourage any of ICS4Schools' employees or contractors to terminate their employment or consulting relationship with ICS4Schools.

8.4 Liability for School Action. School District shall be liable for any breach of the provisions of this Section 8 by any school that is under School District's control and has received Deliverables pursuant to this Agreement.

9. Indemnification.

9.1 Indemnification by ICS4Schools. ICS4Schools agrees to indemnify, defend and hold School District, its employees, agents, successors and assigns harmless from all claims, judgments, damages, liabilities, actions, demands, costs, expenses, or losses, including reasonable attorneys' fees, (collectively, "Claims") resulting from ICS4Schools' or its Service Providers' breach of any of the covenants, representations and warranties hereunder and/or related to injury to persons or property arising out of or in connection with ICS4Schools' activities to be performed under this Agreement; provided, however, ICS4Schools shall not be obligated under this Agreement to indemnify School District to the extent that any Claims arose from the negligence or willful misconduct of School District, any school under School District's control or any if its or their agents, employees or successors and assigns.

9.2 Indemnification by School District. School District shall and does hereby indemnify, defend, and hold harmless ICS4Schools, its officers, directors, shareholders, employees, agents, successors and assigns from and against any Claims arising from (i) the breach by School District of any covenant, representation and warranty or other obligation under this Agreement; or (ii) the negligence or willful misconduct of School District, any school under School District's control or any if it's or their agents, employees or successors and assigns.

10. Limitation of Damages.

10.1 Consequential/Special Damages Waiver. EXCEPT FOR A BREACH OF SECTION 7 (OWNERSHIP OF DELIVERABLES/LICENSE TO SCHOOL DISTRICT) OR SECTION 8 (CONFIDENTIAL INFORMATION), NO PARTY TO THIS AGREEMENT WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, ICS4SCHOOLS' AGGREGATE LIABILITY TO (i) SCHOOL DISTRICT, (ii) ANY SCHOOL UNDER SCHOOL DISTRICT'S CONTROL, (iii) ANY SCHOOL DISTRICT OR SCHOOL EMPLOYEES OR AGENTS, (iv) STUDENTS, OR (v) ANY OTHER THIRD PARTY UNDER ANY AND ALL CLAIMS (AS DEFINED IN SECTION 9.1 ABOVE) ARISING OUT OF THIS AGREEMENT SHALL NOT EXCEED THE AGGREGATE AMOUNT OF THE SERVICES FEES PAID TO ICS4SCHOOLS BY SCHOOL DISTRICT PURSUANT TO THE STATEMENT OF WORK PERTAINING TO THE EVENT GIVING RISE TO SUCH LIABILITY FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

11. School District Identification. ICS4Schools may identify School District in its listing of clients and may use a mutually-agreed general description of the nature of the services in ICS4Schools' website, promotional materials, presentations, and proposals to current and prospective clients.

12. Miscellaneous Provisions.

12.1 Successors and Assigns. this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

12.2 Entire Agreement. The terms of this Agreement and any applicable Statement(s) of Work are intended by the parties to be the final expression of their agreement with respect to subject matter of this Agreement and such Statement of Work and may not be contradicted by evidence of any prior or contemporaneous agreement, except as expressly set forth in this Agreement. The parties further intend that this Agreement and any applicable Statement of Work shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding involving this Agreement and any applicable Statement of Work.

12.3 Modification; Waivers. This Agreement and any applicable Statement of Work shall not be varied, altered, modified, changed or in any way amended except by an instrument in writing executed by the parties hereto. No contrary or additional pre-printed terms contained in any form quote, purchase order, acknowledgment, or other correspondence or writing by either party shall in any way modify or alter the terms of this Agreement or any Statement of Work unless in writing and manually signed by each party's authorized representative. No right under this Agreement or any Statement of Work may be waived except in writing signed by the party making the waiver. The waiver of any breach or default shall not constitute a waiver of any other right or any subsequent breach or default.

12.4 Severability. If any of the provisions of this Agreement or any Statement of Work are determined to be invalid, illegal, or unenforceable, such provisions shall be modified to the minimum extent necessary to make such provisions enforceable, and the validity, legality and enforceability of the remaining provisions shall be deemed severable and shall

continue in full force and effect to the extent the economic benefits conferred upon the parties by this Agreement remain substantially unimpaired.

12.5 Governing Law. The validity, interpretation, enforceability, and performance of this Agreement and any applicable Statement of Work shall be governed by and construed in accordance with the law of the State of California, without giving effect to its law regarding the conflict of laws.

12.6 Attorneys' Fees. Should any litigation be commenced between the parties concerning the rights or obligations of the parties under this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees in such litigation. This amount shall be determined by the court in such litigation or in a separate action brought for that purpose.

12.7 Negotiation of Dispute. The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiation between ICS4Schools and School District before resorting to arbitration, litigation, or some other dispute resolution procedures. Any party may give the other party written notice of any dispute under this Agreement (the "Notice of Dispute"). Within thirty days (30) days after delivery of the Notice of Dispute, ICS4Schools and School District shall meet at a mutually acceptable time and place to negotiate the dispute. In the event that the parties are unable to reach a negotiated settlement of the dispute at such meeting or any mutually agreed to continuation of such meeting, either party has the right to serve the other with a notice of its intent to arbitrate such dispute (the "Arbitration Notice")

12.8 Agreement to Arbitrate. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including, without limitation, the determination of the scope or applicability of this agreement to arbitrate, shall be determined by final and binding arbitration in San Jose, California, or such other site as may be mutually agreed to by ICS4Schools and School District. The parties shall attempt to mutually select the arbitrator, in the event they are unable to mutually agree within thirty (30) days of the delivery of the Arbitration Notice, the arbitrator shall be selected by the Judicial Arbitration and Mediation Services, Inc., San Jose, California or its successor ("JAMS") and shall be a **retired civil court judge**. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in accordance with the Expedited Procedures in those Rules and California law. The decision and/or award rendered by the arbitrator shall be written (specifically stating the arbitrator's findings of facts as well as the reasons upon which the arbitrator's decision is based), shall be final and nonappealable (except for an alleged act of corruption or fraud on the part of the arbitrator), and may be entered in any court of competent jurisdiction. Either party may bring an action in any court having jurisdiction to compel arbitration under this Agreement, to enforce an arbitration award or to obtain temporary injunctive relief pending a judgment based on the arbitration award. Otherwise, neither party shall initiate or prosecute any lawsuit or administrative action in any way related to any claim within the scope of this agreement to arbitrate.

12.9 Notices. Any notice, demand or request required or permitted to be given under this Agreement or any applicable Statement of Work shall be in writing and shall be deemed given (a) when delivered personally (including by recognized national courier), (b) when receipt is confirmed if sent by facsimile or e-mail to the parties as indicated on this signature page to this Agreement, or (c) three (3) days after deposited in the U.S. mail, first class mail, registered or certified, with postage prepaid, and addressed to the parties at their then principal executive office or such other address as a party may request by notifying the other in writing.

12.10 Consent to Electronic Communications. Each party to this Agreement consents to communication by way of e-mail or facsimile, and any approval, notice or consent sent by e-mail or facsimile pursuant to the terms of this Agreement or any applicable Statement of Work shall be deemed a writing signed by such party as long as it is sent by such party's fax or e-mail address and School District has no reason to believe that such approval, notice or consent was not sent by such party. The consent to electronic communications can be withdrawn by either party upon written notice to the other.

12.11 Acknowledgment. The parties acknowledge that: (i) they have each had the opportunity to consult with independent counsel of their own choice concerning this Agreement and have done so to the extent they deem necessary; and (ii) they each have read and understand the Agreement, are fully aware of its legal effect, and have entered into it freely based on their own judgment and not on any promises or representations other than those contained in the Agreement.

12.12 Construction. The headings of this Agreement are for convenience only and are not to be considered in construing this Agreement. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against any party.

12.13 Force Majeure. Neither party shall be liable or responsible for a breach of any of the terms and provisions of this Agreement which is caused by any strike, lockout, labor dispute, inability to obtain materials, heavy and unexpected shipping arrangements, any governmental priority, war condition, acts of God, or any other cause beyond the control of said party.

12.14 Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts and each of such counterparts shall be deemed to be an original for all purposes, and all of such counterparts shall together constitute one and the same document. Any signature required for the execution of this Agreement may be in the form of either an original signature or a facsimile transmission bearing the signature of any party to this Agreement. No objection shall be raised as to the authenticity of any signature due solely to the fact that said signature was transmitted via facsimile.

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The parties have duly executed this Agreement as of the date first written above.

School:

e-mail for notice: _____

Facsimile for notice: _____

By: _____

Name/Title: _____

ICS4Schools:

ICS4Schools, LLC
1171 Blewett Avenue
San Jose, CA 95125
e-mail for notice: **joe.ics4schools@gmail.com**
facsimile for notice: _____

By: *Joe Viramontez*
Joe Viramontez, CEO & Founder

EXHIBIT A

STATEMENT OF WORK

NUMBER 1

This Statement of Work Number 1 (“SOW”) authorizes the provision of services as described below to Milpitas Unified School District (“School District”) by ICS4Schools, LLC (“ICS4Schools”) pursuant to the Services Agreement by and between School District and ICS4Schools (the “Services Agreement”). All terms of the Services Agreement and its exhibits are incorporated herein as if fully set forth herein and such terms and conditions will be applicable to the Services authorized in this SOW. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Services Agreement.

Services to be Performed by ICS4Schools	Incident Command System training at School District site(s) and the District Office, review of comprehensive safety plan provided by School District, fire drill observation, earthquake drill observations, Lock down observations, hazard assessment recognition, radio training, evacuation training, roles and responsibilities training, triage training, back pack inventory, emergency operations binder distribution. <i>All of the above delivered with the help of School District sites and district office schedule availability.</i>
Term	This SOW will be effective as of August 1, 2016. For Purposes of this SOW, the school year shall begin on <u>August 1</u> (the “ <u>School Year Start Date</u> ”) and end on <u>June 1</u> of each year (the “ <u>School Year</u> ”).
Service Fees	The Service Fees for the Services to be performed pursuant to this SOW shall be: \$850 per site for every School Year thereafter For Tabletop exercises, functional exercises, the total amount is \$850 per exercise. All Service Fees may be increased for the next upcoming School Year upon written notice delivered to School District within 90 days prior to any School Year Start Date.

<p>Expenses</p>	<p>Expenses incurred by ICS4Schools shall be reimbursed as indicated in the Services Agreement.</p> <p>School shall pay the cost of production and distribution of Emergency Operations binders.</p>
<p>Payment</p>	<p><u>First School Year</u></p> <p>Fifty percent (50%) of the Service Fees for the first School Year, will be due upon the execution and delivery of this SOW by both parties.</p> <p>Twenty Five (25%) of the total Service Fee for the first School Year will be due and payable on <u>January 15</u>.</p> <p>The remaining Twenty Five (25%) of the total Service Fee for the first School Year will be due and payable on <u>April 15</u>.</p> <p><u>Renewal School Years</u></p> <p>For each Renewal School Year, payment will be due and payable as follows:</p> <p>Fifty percent (50%) of the Service Fees for each Renewal School Year will be due upon <u>August 15</u>.</p> <p>Twenty five percent (25%) of the total Service Fees for each Renewal School Year will be due and payable on <u>January 15</u>.</p> <p>The remaining twenty five percent (25%) of the total Service Fees for each Renewal School Year will be due and payable on <u>April 15</u>.</p> <p><u>All of the above amounts due after receiving invoice from ICS4Schools, LLC</u></p>
<p>Representatives</p>	<p>School District's Contract Representative is:</p> <p>Name: Tabitha Kappeler-Hurley Title: Interim Director, HR e-mail: thurley@musd.org facsimile: 408-635-2617 telephone: 408-635-2600, 6070</p>

	<p>ICS4Schools' Contact Representative:</p> <p>Name: <u>Joe Viramontez</u> Title: <u>CEO & Founder</u> e-mail: <u>joe.ics4schools@gmail.com</u> facsimile: _____ telephone: <u>408.891.9782</u></p>
<p>Independent Contractor Service Providers:</p>	

THIS STATEMENT OF WORK IS AGREED TO BE EFFECTIVE UPON BOTH PARTIES SIGNING AGREEMENT.

ICS4Schools:

ICS4Schools, Inc.

By: *Joe Viramontez*
Joe Viramontez, CEO & Founder

School District:

Milpitas Unified School District

By: _____
Name/Title: Cheryl Jordan, Interim Superintendent