

SAN JOSÉ UNIFIED SCHOOL DISTRICT SERVICE AGREEMENT

This Service Agreement ("Agreement") is made this 5th day of August, 2019, between San José Unified School District ("District"), and Presidio Networked Solutions ("Contractor"), a Corporation

1. **SERVICES.** Contractor shall perform the following services ("Services"): Provide service & licensing for the District's phone systems, WebEx, and associated messaging programs as further itemized in **Exhibit "A"**.
2. **LOCATION.** Work will be performed at the following: District - wide
3. **COMPENSATION.** District agrees to pay Contractor for Services as follows:

In an amount not to exceed Six Hundred Ninety Six Thousand, Seven Hundred Eighty Dollars (\$696,780) invoiced to the District monthly as further described in **Exhibit "A"**.

Payment shall be made for all undisputed amounts within thirty (30) days after the Contractor submits an invoice to the District. Invoices shall be in a format and detail acceptable to the District.

4. **TERM/TERMINATION** The term of this Agreement shall commence on August 16, 2019 and shall continue through August 15, 2024. District may terminate this Agreement for its convenience with thirty (30) days' prior written notice, at any time after the first anniversary of the effective date of the Agreement. Contractor shall be entitled to receive that portion of the Compensation earned by Contractor for work performed less any payments made before the date this Agreement is terminated. Upon submittal of such costs and subject to approval by the District, Contractor shall also be entitled to costs it incurs, and can verify, related to the demobilization from the project. If District terminates for convenience, District shall pay a one-time termination charge of the termination fee to be the difference between the residual amount of the remaining contract amount and any credits provided back to the customer from the manufacturer.

4.1 In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed and documented expenses incurred prior and up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District. Termination shall not affect the rights and obligations of the Parties arising prior to the effective date of termination.

5. **INSURANCE.** Contractor shall be responsible for any damage, loss or other claim arising out of the performance of its services under this Agreement. Contractor shall carry the insurance indicated below throughout the term of this Agreement. The certificate of liability insurance must have San Jose Unified School District, 855 Lenzen Avenue, San Jose, CA 95126, as the Certificate Holder and as additional insured.

| | | |
|--|---------------------------------------|------------------|
| Commercial General Liability Insurance | Each Occurrence | \$2,000,000 |
| | General Aggregate | \$4,000,000 |
| Automobile Liability Insurance | Each Occurrence – Commercial vehicles | \$1,000,000 |
| | Injury/one death – Personal vehicles | \$15,000 |
| | Injury/multiple death | \$30,000 |
| | Property damage | \$5,000 |
| Cyber Liability | Per Occurrence | \$2,000,000 |
| | General Aggregate | \$2,000,000 |
| Workers' Compensation | | Statutory limits |
| Employer's Liability | Each Occurrence | \$1,000,000 |

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

Subcontractors

Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, and any other insurance required of Contractor under this Agreement, in a company or companies lawfully authorized to do business in California as admitted carriers, in like amounts and scope of coverage as that required of

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Contractor hereunder.

- 6. TAXES; INDEPENDENT CONTRACTOR STATUS.** District shall not withhold or set aside income tax, Federal Insurance Contributions Act Tax, Unemployment Insurance, Disability Insurance, or any other Federal or State funds whatsoever. It shall be the sole responsibility of the Contractor to account for all of the above and Contractor agrees to hold District harmless from all liability for these taxes. While engaged in carrying out the Services Contractor is and shall be an Independent Contractor, and not an Officer, Employee, Agent, Partner, or joint venture of the District.
- 7. COMPLIANCE WITH APPLICABLE LAW.** In performing services under this Agreement, Contractor shall comply with all applicable law, including but not limited to Education Code Sections [45125.1](#) and [49406](#). Contractor must complete and sign the Contractor Certification attached as Exhibit A. It shall be the sole responsibility of Contractor to obtain any needed business licenses, certificates, permits to conduct business to meet the terms of this Agreement.
- 8. INTELLECTUAL PROPERTY.** District acknowledges that Contractor, its vendors, and/or its licensors retain all patents and/or copyrights in and to all proprietary data, processes and programs, if any, provided in connection with Services performed hereunder; any Contractor software provided to District as part of the Services provided shall be subject to the vendor's, licensor's or OEM's copyright and licensing policy. To the extent such software is prepared by Contractor, it is provided by nontransferable, nonexclusive license for District's internal use only, subject strictly to the terms and conditions of this Agreement, and shall terminate upon termination or expiration of this Agreement. District shall not duplicate, use or disclose for the benefit of third parties, reverse engineer or decompile any such software.
- 9. CONFIDENTIAL INFORMATION.** The Parties agree that Confidential Information means any information disclosed by the disclosing party to the receiving party, either directly or indirectly, in writing, orally or by inspection of tangible objects (including without limitation documents, prototypes, samples, plant and equipment, "CLIENT" lists or other "CLIENT" information not known to the public), which is designated as "Confidential," "Proprietary" or some similar designation. The receiving Party shall not use any Confidential Information of the disclosing Party for any purpose except to evaluate and engage in discussions concerning this Agreement. Each Party agrees to protect the other Party's Proprietary and Confidential Information to the same extent that it protects its own Proprietary and Confidential Information but with no less than a reasonable degree of care.
- 10. NON-SOLICITATION** During the Term of this agreement and for twelve (12) months thereafter, each Party will not solicit for a permanent or other position any employee or subcontractor of the other Party to whom that party was introduced as a result of this Agreement. Should either Party solicit and/or hire an employee or contractor ("Hiring Party") from the other Party, Hiring Party shall pay to the other Party an administrative fee equal to 1 year's salary of the employee's first year's salary when hired by the Hiring Party.
- 11. EXPORT LAW COMPLIANCE.** District has been advised that all products purchased hereunder and Contractor confidential information is subject to the U.S. Export Administration Regulations. District agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.
- 12. INDEMNIFICATION.** Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Education, and members of the Board of Education, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the sites listed herein; the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Education, members of the Board of Education, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or District described in this paragraph.
- 13. MAXIMUM TOTAL LIABILITY.** Notwithstanding any other provision of this Agreement, and regardless of whether any action or claim is based on warranty, contract, and tort or otherwise, under no circumstances shall Contractor's total liability arising out of or related to this Agreement exceed insurance coverage limits required in this Agreement; Notwithstanding the preceding, the limitation of liability specified herein shall not apply to, and shall not waive or limit Contractor's liability for claims arising out of Contractor's fraud, willful misconduct, recklessness or negligence.
- 14. STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the Pupil Records Rider for Digital Records Storage or Digital Educational Software contract requirements Education Code [49073.1](#), Privacy of Pupil Records.
- 15. ENTIRE AGREEMENT; AMENDMENT.** This constitutes the entire Agreement between the District and Contractor and supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. This Agreement may only be amended in writing executed by both parties and approved by the District's Board of Education.
- 16. NO ASSIGNMENT.** This Agreement may not be assigned without the express written consent of the other Party which consent shall

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not be unreasonably withheld.

- 17. SEVERABILITY.** In the event that any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this Agreement will be affected by such holding, and all of the remaining provisions of this Agreement will continue in full force and effect, unless to do so would invalidate the intent of the parties in entering into this Agreement.
- 18. GOVERNING LAW; VENUE.** This Agreement shall be governed under the laws of the State of California. Any action to enforce the terms of this Agreement shall be brought in the appropriate court having jurisdiction over matters arising in Santa Clara County, California.
- 19. ATTORNEY'S FEES.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, expert fees, court costs and attorney's fees.
- 20. BOARD APPROVAL REQUIRED.** Agreements in excess of \$24,999 shall not be a valid and binding obligation of the District, and Contractor shall not be entitled to payment for services rendered, unless and until executed by both parties and approved by the District's Board of Education and/or Board of Education Designee.
- 21. CONTRACT EXECUTION.** Unless otherwise prohibited by law or District policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term 'electronic copy of a signed contract' refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term 'electronically signed contract' means a contract that is executed by applying an electronic signature using technology approved by the District.

Executed by the parties at San Jose, California, on the day and year indicated below.

San José Unified School District

Presidio Networked Solutions Group. LLC

Dated:

Dated: 8/5/2019

By:

Print Name: Steve Adamo

Title: Director

SV

DocuSigned by:

By:



Print Name: Dan Dougherty

Title: Director, Business Operations - West

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EXHIBIT "A"

| # | Part # | Description | Unit Price | Qty | Ext Price |
|--------------------------|--------------------|--|---|---------------------------|--------------|
| A-SPK-EDU | | Initial Term: 60 months Auto-Renewal Term: Do Not Renew | Billing Model: Annual Requested Start Date: 08/16/2019 | | |
| 1 | A-SPK-EDU | Collaboration Flex Plan for Education | \$0.00 | 1 | \$0.00 |
| Recurring Charges | | | | | |
| 2 | A-SPK-EDUEC-CM-M | Cloud Meetings | \$1.34 | 2100 Users for 60 months | \$168,840.00 |
| 3 | SVS-SPK-SUPT-BAS | Basic Support for Cisco Spark | \$0.00 | 1 EA for 60 months | \$0.00 |
| 4 | A-SPK-EMP-RMSTG-X | Included file storage (1) | \$0.00 | 100400 GB for 60 months | \$0.00 |
| 5 | A-SPK-VOIP | Included VoIP (1) | \$0.00 | 1 Each for 60 months | \$0.00 |
| 6 | A-SPK-EMP-WXSTG-X | Included Cisco WebEx Storage | \$0.00 | 50 GB for 60 months | \$0.00 |
| 7 | A-SPK-ND-SR-X | Cisco Spark Devices upfront purchase registration | \$0.00 | 3024 Users for 60 months | \$0.00 |
| 8 | A-SPK-M3MCTCECSC | Cloud Meetings/Cloud User Message Entitlement | \$0.00 | 14520 Users for 60 months | \$0.00 |
| 9 | A-FLEX-P-TPRM-11X | Telepresence Room v11 License (1) | \$0.00 | 21 Users for 60 months | \$0.00 |
| 10 | A-FLEX-P-COMMON11X | Common Area v11 License (1) | \$0.00 | 420 Users for 60 months | \$0.00 |
| 11 | A-FLEX-EXP-RMS | Expressway Rich Media Session (1) | \$0.00 | 105 Users for 60 months | \$0.00 |
| 12 | A-FLEX-EXP-PAK | Expressway Product Authorization Key (1) | \$0.00 | 1 Users for 60 months | \$0.00 |
| 13 | A-FLEX-TMS-PAK | TMS Product Authorization Key (1) | \$0.00 | 1 Users for 60 months | \$0.00 |
| 14 | A-FLEX-EXP-DESK | Expressway Deskphone Registration (1) | \$0.00 | 2940 Users for 60 months | \$0.00 |

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| 15 | A-FLEX-TMS-API | TMS Integration API with Microsoft Exchange (1) | \$0.00 | 1 Users for 60 months | \$0.00 |
| 16 | A-FLEX-CME | Communications Manager Express (1) | \$0.00 | 210 Users for 60 months | \$0.00 |
| 17 | A-FLEX-CUE-IVR | Unity Express with Interactive Voice Response (1) | \$0.00 | 5 Users for 60 months | \$0.00 |
| 18 | A-FLEX-P-ER-11X | Emergency Responder v11 License (1) | \$0.00 | 2520 Users for 60 months | \$0.00 |
| 19 | A-FLEX-EXP-AN | Enable Advanced Networking Option (1) | \$0.00 | 8 Users for 60 months | \$0.00 |
| 20 | A-FLEX-P-UCXN-11X | Unity Connection v11 License (1) | \$0.00 | 2520 Users for 60 months | \$0.00 |
| 21 | A-FLEX-CUCILYNC | CUCILYNC (1) | \$0.00 | 252 Users for 60 months | \$0.00 |
| 22 | A-FLEX-TMS-250USR | TMS 250 System License (1) | \$0.00 | 11 Users for 60 months | \$0.00 |
| 23 | A-FLEX-CUE-VM | Unity Express with VoiceMail (1) | \$0.00 | 210 Users for 60 months | \$0.00 |
| 24 | A-FLEX-P-PLMENC-K9 | Unified Communications Manager Encryption License (1) | \$0.00 | 1 Users for 60 months | \$0.00 |
| 25 | A-FLEX-UCM-PAK | UCM Product Authorization Key (1) | \$0.00 | 1 Users for 60 months | \$0.00 |
| 26 | A-FLEX-TMS-SN | TMS Serial Number (1) | \$0.00 | 1 Users for 60 months | \$0.00 |
| 27 | A-FLEX-P-UCM-11X | Unified Communications Manager v11 License (1) | \$0.00 | 2520 Users for 60 months | \$0.00 |
| 28 | A-FLEX-EXP-TURN | 1800 TURN Relay Option (1) | \$0.00 | 8 Users for 60 months | \$0.00 |

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| 29 | A-FLEX-ER-11X-K9 | Emergency Responder SW Bundle v11 (1) | \$0.00 | 1 Users for 60 months | \$0.00 |
| 30 | A-FLEX-EXP-KEY | Expressway Release Key (1) | \$0.00 | 5 Users for 60 months | \$0.00 |
| 31 | A-FLEX-JABBER | Jabber (1) | \$0.00 | 1050 Users | \$0.00 |

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| | | | | for 60 months | |
| 32 | A-FLEX-SRST-EP | SRST Endpoints (1) | \$0.00 | 1 Users for 60 months | \$0.00 |
| 33 | A-FLEX-EXP-ROOM | Expressway Room Registration (1) | \$0.00 | 21 Users for 60 months | \$0.00 |
| 34 | A-FLEX-P-ESS-11X | Essential v11 License (1) | \$0.00 | 210 Users for 60 months | \$0.00 |
| 35 | A-FLEX-EXP-SERIES | Enable Expressway Series Feature Set (1) | \$0.00 | 16 Users for 60 months | \$0.00 |
| 36 | A-FLEX-EXP-E | Enable Expressway-E Feature Set (1) | \$0.00 | 8 Users for 60 months | \$0.00 |
| 37 | A-FLEX-EXP-GW | Enable GW Feature (H323-SIP) (1) | \$0.00 | 16 Users for 60 months | \$0.00 |
| 38 | A-FLEX-SME-11X | Session Manager v11 (1) | \$0.00 | 840 Users for 60 months | \$0.00 |
| 39 | A-FLEX-SW-11X-K9 | On-Premises & Partner Hosted Calling SW Bundle v11 (1) | \$0.00 | 1 Users for 60 months | \$0.00 |
| 40 | A-SPK-EDUEC-PCALL | On-Premises Calling | \$4.19 | 2100 Users for 60 months | \$527,940.00 |
| | | | Recurring Annual Charges: | | \$139,356.00 |
| | | | Total Recurring Charges: | | \$696,780.00 |
| | | | | Total: | \$696,780.00 |

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|--|--|---------------------|---------------------|
| | | Sub Total: | \$696,780.00 |
| | | Grand Total: | \$696,780.00 |