Professional Services Agreement

Whereas, this **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made effective as of April 11, 2022 by and between the **the Institute for Excellence in Education, dba National Charter Schools Institute** (hereafter referred to as the "Institute"), and the **Mid-Ohio ESC** (hereafter referred to as the "Client").

Whereas, the Institute's principal place of business is located at 711 West Pickard Street, Suite M, Mt. Pleasant, Michigan 48858, and the Client's principal place of business is located at the following address:

Client Name: Mid-Ohio ESC

Contact: Jim Smith

Address: 890 W. Fourth St. Suite 100
                Mansfield, OH 44906

Whereas, the Client and the Institute share a common vision for educational excellence and wish to work together to implement an innovative web-based software system known as Epicenter.

Services ("Services") to be Performed:

1.1 The Institute will provide the Client with consulting and technical support related to its use of Epicenter.

1.2 The Institute will provide the Client with the leadership, guidance and support necessary to setup and configure Epicenter. This includes the following:

1.2.1   Working with the Client to develop and incorporate into Epicenter an annual calendar of oversight requirements, including the file type, meta-data and due date(s) associated with each requirement.

1.2.2   Working with the Client to identify and populate the entities to be included in Epicenter, including schools, boards and EMO/CMOs.

1.2.3   Working with the Client to identify, define and customize the file and data types to be incorporated into Epicenter, including any related metadata.

1.2.4   Working with the Client to configure workflow processes and procedures, including any related notification, submission, review and acceptance protocols.

1.2.5 Working with the Client to configure security protocols by user, entity and file type.

1.3 The Institute will provide the Client and its authorized personnel with access to and use of Epicenter.

1.4 The Institute will provide the Client with the orientation, training and support services necessary to use Epicenter.

1.5 The Institute will ensure Epicenter's Help Desk and support team are available to the Client during normal business hours (8 a.m. to 5 p.m. EDT) or at other times as requested by the Client.

1.6 The Institute will ensure Epicenter is accessible to the Client 24 hours per day, 7 days per week, 365 days per year, except for any planned outages that the Institute will inform the Client of in advance.

1.7 The Institute will ensure Epicenter is supported with a professional service level that meets or exceeds industry best practice standards, and complies with applicable state and federal requirements.

1.8 Epicenter is currently deployed as a single instance in the Azure hosting environment. The entire environment is isolated/separated logically from all other systems by a fully monitored, HIPAA-compliant firewall within an environment backed by HIPAA, PCI, SSAE 16, SOC 1, SOC 2, and SOC 3 audits.

2. **Client Obligations:**

   2.1 The Client will work in good faith with the Institute to provide the information necessary to properly setup and configure Epicenter so that it functions in accordance with the Client's practices and user security protocols.

   2.2 The Client will provide the Institute with timely, accurate and complete information at all times and provide the Institute with feedback regarding how Epicenter is meeting its needs.

   2.3 The Client is responsible for safeguarding the passwords related to Epicenter and protecting them from disclosure to any unauthorized user(s).

   2.4 The Client will not, nor will the Client authorize, permit or allow others to (i) reverse engineer, decompile or disassemble the web-based software system known as Epicenter, or otherwise attempt to discover any source code or any trade secrets related to Epicenter; (ii) modify or make derivative works of Epicenter; (iii) sell, lease, license, distribute or sublicense Epicenter; (iv) alter, obscure or modify any trademark or proprietary notice related to Epicenter; or (v) create Internet "links" or "frame" or "mirror" any content from Epicenter.

3. **Term of Agreement:**

   3.1 The term of this Agreement shall begin July 1, 2022 and end June 30, 2023.

   3.2 This Agreement shall automatically renew on July 1st of each year, unless either the Client or the Institute provides written notice of termination to the other party at least 90 days before the Agreement expires. In the event of such a termination, Client agrees to pay the Institute, pursuant to the terms set forth in this Agreement for all fees incurred as of the effective date of the termination.

   3.3 In the event this Agreement is terminated or not renewed by the Client: (a) the access and use of Epicenter by the Client and its authorized charter public schools will cease, and (b) the Institute will have no further obligation to provide Services to the Client or its authorized charter public schools. To the extent the Client requests the Institute to continue providing any Services after the discontinuation of this Agreement, all of the terms and conditions in this Agreement, including the Client's obligation to pay all compensation associated with such Services, will continue to apply.

4. **Compensation and Terms of Payment:**

   4.1 The Client agrees to pay the Institute for the Services detailed in this Agreement the annual per school cost for its schools, in accordance with the pricing section 4.3. If services begin in the middle of the school year the fee will be prorated by month.

   4.2 When this agreement includes Scorecard(s) or Application Feature, the Project Lead or equivalent will be asked to sign an agreed upon setup plan. Any variations to the Scorecard(s) by the Client after the review stages and sign offs is complete may result in additional costs and/or delayed timelines. There are no other costs associated with this Agreement for Epicenter hosting services.

   4.3 If the Client wishes to renew this Agreement for subsequent years as detailed in section 3.2, the annual cost for each subsequent year will be determined according to the following pricing schedule.

   Base Epicenter Pricing Schedule:

Annual Cost	$2,090 per school

   4.4 For each subsequent year the Client renews this Agreement, the Institute will invoice the Client on July 1st for the annual cost according to the pricing schedule detailed in section 4.3.

5. **Data Ownership:**

    5.1 The Institute acknowledges that the data and documents generated and stored in Epicenter under this Agreement are owned by the Client. Upon termination of this Agreement and upon request from the Client, the Institute will provide electronic copies of all data and documents in the removable media form provided by the Client.

6. **The Family Educational Rights and Privacy Act:**

    6.1 The Institute shall maintain student information in accordance with the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. § 1232g; 34 CPR Part 99). If applicable, the Client agrees to comply with all FERPA requirements prior to providing the Institute with any student education records.

7. **Confidentiality and Non-Disclosure:**

    7.1 The Institute understands that while providing the Services identified in this Agreement, the Institute may have access to confidential and/or proprietary information of the Client. The Institute agrees to maintain the confidentiality and privacy of this information and further agrees not to use any of this information for any reason other than the performance of the Services outlined in this Agreement or for educational research authorized by the Client.

    7.2 The Institute agrees that all confidential information will remain in a secure location under the control of the Institute at all times. Once the legitimate needs for the Institute's access to this information has ended, the Institute agrees to promptly remove and destroy all confidential and/or proprietary information in its possession and return control of this information to the Client.

8. **Proprietary Rights:**

    The Institute's Proprietary Materials involve valuable Proprietary Rights of the Institute. Other than the access and use of Epicenter identified in this Agreement, no right, title or interest in or to any of the Institute's Proprietary Materials or Proprietary Rights is transferred to the Client under this Agreement. Without limiting the generality of the foregoing, the Institute owns all rights, title and interest in all Institute Proprietary Materials and all Proprietary Rights therein.

9. **Indemnification:**

    9.1 The Institute will indemnify, defend and hold harmless the Client and the Client's directors, employees, agents and representatives from and against any and all claims, actions, suits, proceedings, damages, losses, liability, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any claim by any third party that Epicenter infringes any proprietary

rights (provided that with respect to patents, only U.S. patents are covered under this indemnification) of such third party. The Institute will have no obligation under the preceding sentence to the extent (a) Epicenter has been modified by anyone other than the Institute, or (b) Epicenter is used in combination with any other products or services and, but for use in such combination, it would not otherwise infringe.

9.2 The Client will indemnify, defend and hold harmless the Institute and the Institute's directors, officers, employees, agents and representatives from and against any and all claims, actions, suits, proceedings, damages, losses, liability, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with (a) any breach by the Client of any provision of this Agreement, (b) any breach or alleged breach by the Client of any agreement or contract or alleged agreement or contract between the Client and any third party, (c) the Client's use of Epicenter, or (d) use of Epicenter by any third party.

10. Entire Agreement:

This Agreement constitutes the entire agreement, and supersedes any and all prior agreements, between the Institute and the Client with regard to the subject matter hereof. No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by the parties to be bound.

The parties have caused this Agreement to be executed as of the day and year first written above.

NATIONAL CHARTER SCHOOLS INSTITUTE

BY:_____   Date:_____
James N. Goenner, Ph.D., President & CEO

MID-OHIO ESC

BY:_____   Date:_____
Kevin Kimmel, Superintendent

BY:_____   Date:_____
Richard Prater, Board President