



Greatwave Broadband Services

Buckeye Local School District Onsite Service Agreement

This Agreement is made this 1st day of July 2022 (the “Effective Date”) by and between the Greatwave Broadband Services LLC, 224 State Street, Conneaut, Ohio 44030, (“COMPANY”) and Buckeye Local School District, 3436 Edgewood Drive, Ashtabula, Ohio 44004 (“BLSD”) (each referred to as “Party” and collectively as “Parties”).

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

ARTICLE 1. SCOPE OF SERVICES: This Agreement establishes the terms and conditions under which COMPANY shall provide services to as described in Exhibit A attached hereto and hereby incorporated by reference (the “Services”).

ARTICLE 2. TERM AND TERMINATION OF AGREEMENT: This Agreement shall commence on the Effective Date through the end date of June 30th, 2025 (the “Term”) unless terminated earlier by either Party upon at least **60** day notice.

ARTICLE 3. COMPENSATION: BLSD agrees to pay COMPANY for the Services pursuant to Exhibit B, attached hereto and hereby incorporated by reference, in the amount of four-thousand and two hundred dollars (\$3,780.00) per month for thirty-six (36) months, commencing on the Effective Date and continuing through June 30th, 2025. If BLSD exceeds the contractual allocated hours of two-thousand, one-hundred and sixty hours (2160) prior to expiration of the term, BLSD agrees to pay COMPANY the continued contract monthly rate plus the exceeded hours over 2160 each month during the 36-month term at the contractual rate of \$63.00/hour.

ARTICLE 4. EARLY TERMINATION: If BLSD terminates this Agreement before expiration of the Term BLSD agrees to pay COMPANY fifty percent (50%) of the remaining contractual agreement up to June 30th, 2025, and any overage of hours that exceed (2160) hours outside the 36-month term at the contractual rate of \$63.00/hour.

ARTICLE 5. ACCESS: COMPANY shall have the right of access to BLSD property at any time during regular working hours and in emergency situations to perform the Services.

ARTICLE 6. DOWNTIME: COMPANY is not liable for any downtime experienced by BLSD if COMPANY is not directly negligent in the performance of its services. There may be times when COMPANY must bring down the network, disconnect to BLSD's equipment from the network, or bring down to BLSD's equipment. COMPANY will make a reasonable attempt to contact BLSD no less than twenty-four (24) hours before this is to be done. However, COMPANY reserves the right to perform any of the above without warning during an emergency situation. If it is necessary for COMPANY to turn the network down or in emergency situations, COMPANY shall keep the downtime at a minimum.

ARTICLE 7. NETWORK SECURITY BLSD shall be responsible for providing all security, including the prevention of unauthorized network access, to equipment owned by to BLSD. COMPANY is not responsible for any security services.

ARTICLE 8. CONTENT OWNERSHIP: COMPANY is not responsible for the content on BLSD's equipment, and hereby claims no ownership of it. Any activities performed on to BLSD's equipment or content stored there is the sole responsibility and property of to BLSD. COMPANY will not install or create content or software on to BLSD's equipment without the express written consent of to BLSD.

ARTICLE 9. WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY: COMPANY MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EXPRESS OR IMPLIED, IN RESPECT OF SERVICE, FACILITIES OR FEATURES, EITHER AS TO FITNESS, DESIGN, MANUFACTURE OR CONDITION, THE QUALITY OF THE MATERIAL OF THE WORKMANSHIP THEREIN, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED. In the event of any claim by BLSD for damages associated with the installation, maintenance, repair or restoration of Services, the liability of COMPANY shall in no event exceed the proportionate charges for the period of days and the portion of such service, facilities or features as were unavailable or inoperative. COMPANY shall in no event be liable for special, incidental or consequential damages.

ARTICLE 10. INDEMNITY: BLSD shall indemnify COMPANY against, and hold COMPANY harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees, arising out of, connected with or resulting from the Services, including without limitation, the manufacture, selection, delivery, possession, use, operation or return of the Services.

ARTICLE 11. NOTICES: All notices or other communications hereunder shall be deemed to have been duly given when made in writing by facsimile, electronic mail, delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

Buckeye Local School District
Attn: Neil Bennet
3436 Edgewood Drive
Ashtabula, OH 44004
Telephone: 440-998-4411
Email: n.bennet@buckeyeschools.info

GreatWave Broadband Services LLC
Attn: Courtney Bean
224 State Street
Conneaut, Ohio 44030
Telephone: 440-265-7163
Email: cbean@greatwavecom.com

ARTICLE 12. FORCE MAJEURE: No Party will be in default of a provision of this Agreement for delays in performance resulting from strikes, riots, lockouts, acts of God or civil or military authority, fire, flood, tornadoes, epidemics or other disasters, or events or acts beyond the reasonable control and without negligence of the Party; time to perform is extended by the time of the delay.

ARTICLE 13. SOLICITATION OF EMPLOYEE: During the term of this Agreement and for twelve months following its termination, CLIENT shall not employ, solicit or make any offers to employ any COMPANY employee without the prior written consent of COMPANY. Unless otherwise agreed to by the parties, COMPANY shall be entitled to a payment from CLIENT in an amount equal to twelve (12) months' salary of any employee CLIENT employs in violation of this paragraph

ARTICLE 14. ASSIGNMENT: This Agreement shall not be assigned by either Party without written consent of the other Party. This Agreement inures to the benefit of and is binding upon the Parties, their successors and permitted assigns.

ARTICLE 15. AMENDMENTS: Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

ARTICLE 16. WAIVERS: No provision of this Agreement is waived except by a writing signed by the waiving party. A waiver or consent to nonperformance in any respect at any time does not constitute waiver with respect to any other nonperformance.

ARTICLE 17. COUNTERPARTS: This Agreement may be executed in counterparts, each to be deemed original.

ARTICLE 18. ENTIRE AGREEMENT: This Agreement together with Exhibit A and Exhibit B is the entire Agreement between the Parties and supersedes any and all other agreements, written or oral, with respect to the subject matter of this Agreement.

ARTICLE 19. APPLICABLE LAWS AND SEVERABILITY: This Agreement shall be governed by the substantive laws of the State of Ohio, without regard to its conflicts of law provisions. If any provision of this Agreement shall be determined by any court or arbitrator of competent jurisdiction to be invalid for any reason, such provision shall be valid to the extent permitted by law, and the court or arbitrator shall have the power to reform such provisions to the extent necessary for such provision to be enforceable under applicable law. The unenforceability or invalidity of any single provision hereof shall not affect the remaining provisions.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

Buckeye Local School District

GreatWave Broadband Services LLC

BY: _____
Signature

BY: _____
Signature

Name and Title

Name and Title

Date: _____

Date: _____

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EXHIBIT A

SCOPE OF WORK

Client: Buckeye Local School District

Greatwave Broadband Services shall provide, as needed, services including, but not limited to:

1. Onsite Computer Hardware preventative and emergency maintenance including:
 - a. Personal Computers
 - b. File Servers
 - c. Printers
 - d. Networking Devices
 - e. Internet Access Devices
2. Onsite Computer Software preventative and emergency maintenance including:
 - a. Windows Operating Systems
 - b. Network/Internet Applications
 - c. BLSD proprietary software (interfacing with appropriate vendor support service)
3. Onsite Network/Internet preventative and emergency maintenance including:
 - a. Network Cabling
 - b. Networking Devices
 - c. Internet Access Devices
 - d. File Servers
 - e. Network Printers
 - f. Network Security
4. Procurement services for Computer Hardware, Software, Printers, and related supplies
5. System design and documentation services
6. Other consulting services available, but not limited to:
 - a. Computer/I.T. related projects
 - b. Telephone systems and services
 - c. Internet Access and related services
 - d. Cable Television and related services
7. Computer, Network, and Internet training for BLSD personnel and representatives
8. Other services may be rendered as time permits and may be negotiated on a case-by-case basis

EXHIBIT B

Monthly and Hourly Costs

Effective Date: 1st day of July, 2022

Charges:

| | Extended | |
|---------------------|------------------|---------------------|
| | Recurring | Nonrecurring |
| <u>Installation</u> | | N/A |

Monthly Recurring: Onsite Services @ 2160 Hours per 36 Month *

| Labor Cost | Monthly Contracted Total | | |
|-------------|--------------------------|------------|--|
| \$63.00 HR. | \$3,780.00 | \$3,780.00 | |

Service provided before 8:00 a.m. and after 4:30 p.m. Monday through Friday and at any time on a Saturday will be charged as time and a half. Service provided on a Sunday or legal holiday will be charged as double time. For example, if a service call on a Sunday lasts for one hour, two hours of the two-thousand and one-hundred sixty (2160) hours allocated will have been used.