

Contract for:



Norton City Schools
Norton, Ohio

Contract:

IT Project Contract

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Contact:

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Contract Scope

This Service Agreement ("Agreement") is entered into this ____ day of _____, 2014 by and between _____ with principal place of business at _____, OH ("Client") and Epiphany Management Group with principal place of business at 526 South Main Street, 9th floor, Akron Ohio 44311 ("EMG"). Customer and Company are collectively referred to herein as the "Parties" and singularly as "party".

WHEREAS, Client desires to obtain technology management services and EMG has been selected by the Client to provide such services specifically requested by the Client.

NOW, therefore, in consideration for the promises set forth below, the parties agree as follows:

1) Scope of Work:

a) Geography: EMG will support technology located at the following addresses. Services may be performed on site or remotely, as the work requires.

NORTON PRIMARY SCHOOL 3163 Greenwich Rd Norton, OH 44203	CORNERSTONE ELEMENTARY 4138 S Cleveland-Massillon Rd Norton, OH 44203	GRILL ELEMENTARY 6125 Kungle Rd Clinton, OH 44216	NORTON MIDDLE SCHOOL 3390 S Cleveland-Massillon Rd Norton, OH 44203	NORTON HIGH SCHOOL 4108 S Cleveland-Massillon Rd Norton, OH 44203	NORTON CITY SCHOOLS 4128 S Cleveland Massillon Rd Norton, OH 44203
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b) Services:

- 1 This project will entail:
 - a Renaming of all Norton Desktop and Laptop computers.*
 - i Naming Convention - NTBLDNGRMASSETTAG
 - b Re-Imaging of all Norton Desktop and Laptop computers.*

**Subject to availability of physical machines, computers that cannot handle a Windows 7 Upgrade will handled in accordance with a joint Norton/Epiphany Decision. Target completion date August 8th, 2014.*

2) Equipment & applications: Epiphany services will support the current inventory of hardware, and software. Epiphany will service this equipment and any replacement/upgrades of specified equipment during the contract period. **This is a labor only contract** and the client as deemed necessary, will purchase all parts.

1. Epiphany recognizes that the number of devices used at the district will increase over the term of this contract to support BYOD, 1:1 and PARCC initiatives. These increases will be covered by the terms of this contract. District administrators and Epiphany will mutually agree via the technology planning process that the increase in devices is planned and sustainable for maintaining quality support.
2. In no event will Epiphany be liable for any indirect, special or consequential damages. Such direct damages shall include, but not limited to, loss, theft, or destruction. Epiphany will provide labor and services only and will not be responsible for the purchase of any parts or equipment and in no event will be held liable for any direct or indirect costs or damages arising out of implementation, installation, configuration, errors or omissions. Such indirect, special, or consequential damages shall include, but not be limited to, loss of profits, loss of use of associated equipment, or investment cost of substitute facilities. Epiphany preventive and remedial service responsibilities will not include the following: failures caused by neglect, misuse, abuse, incorrect operation of the equipment, unsuitable environment, or failures arising from Acts of God (i.e. fire, flood, etc.).

3) Pricing:

Element	Total
<ul style="list-style-type: none"> Work as described in Section 2 on Page 2 of this document. 	\$15,000 amount for project *

4) Billing and Payment:

- This contract is for a total amount of \$15,000.
- The invoicing schedule will be 50% upon acceptance of the contract and 50% upon completion of project (by August 8th, 2014). Completion is defined as all computers that can be physically upgraded will be (auto-enrolled in SCCM or hand enrolled) and all computers will be renamed using the convention agreed upon.
- This fee does not include equipment, parts or materials. It is a labor only contract.
- All payments are non-refundable and considered earned upon receipt. All work may cease if any payments are not received based upon the stated terms. If Company determines it necessary to pursue collections on any late payments/overdue receivables, Client will be liable for all costs associated with the collections efforts including, but not limited to, all legal costs.

5) Responsibility of Client:

- Client to provide EMG with full technical and physical access to all systems.
- Ensure any issues or concerns are escalated to senior leadership within Epiphany.

6) Non Solicitation & Non Hire: During the term of this agreement and for a period of one year after termination of this agreement, Parties agree that they will not, directly or indirectly, hire or solicit for hire any of the other parties employees, contractors or consultants.

7) Independent Contractor: With respect to all matters relating to this agreement, Epiphany shall be deemed to be an independent contractor. Epiphany shall not represent itself or its organization as having any relationship to Client other than that of an independent agent for the limited purpose described in this agreement.

8) Governing law: This agreement shall be governed by and is constructed in accordance with the laws of the state of Ohio.

9) Warranty: Due to the nature of this service, no warranty, either expressed or implied, is included in this agreement.

10) Indemnity & Liability: EMG agrees to indemnify and hold Client, its governing board members, officers, employees and/or agents, harmless from any claims, suits, liabilities, loss, expenses and/or damages including alleged copyright and other intellectual property claims sustained by any person by reason of any negligent or intentional acts to third-parties proximately caused by employees of EMG, excluding any negligent use of products by client, E & O, software or hardware services.

Client agrees to indemnify and hold EMG, its officers, members, employees and/or agents harmless from any claims, suits, liabilities, loss, expenses and/or damages including alleged copyright and other intellectual property claims sustained by any person by reason of any act of client.

EMG shall be liable to client for failure to provide services, but only if such failure(s) is due to the negligence of EMG, excluding: 1) damages incurred as a result of the errors, omissions or negligence of Customer, its personnel, employees, agents or users; 2) acts of God, winds, fires, landslide, floods, droughts, famines, acts of public enemies, insurrection, military action, sabotage, riots, or civil disturbances, failure of a utility or utility type service which is essential to EMG's service or other event(s) not reasonably within the control of EMG.

11) Mutual Non-Disclosure: It is understood that in rendering services, both EMG and the Client may be exposed to confidential or private information of members, staff, administration or students. Client and EMG agree to use such information solely in connection with the current or contemplated business relationship for rendering of services and not for any purpose other than as authorized by this agreement or as authorized by prior written consent of the other party or as mandated by court-order or other legally bound requirement by a third-party governing authority.

12) Entire Understanding: This agreement is binding when signed by both Parties. This agreement constitutes the entire understanding of the Parties, and supersedes all prior and contemporaneous written and oral agreements, with respect to the subject matter. This agreement may not be modified or amended except in writing signed by both Parties.

IN WITNESS WHEREOF, The Parties hereto have signed this Service Agreement effective as of the date set forth on the first page hereof

ACCEPTED AND AGREED TO:
Client

ACCEPTED AND AGREED TO:
Epiphany Management Group

By (Signature): _____

By (Signature): _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Please make checks payable to:

Epiphany Management Group

526 South Main Street, Ninth Floor

Akron, Ohio 44311

Phone: 330.706.4049

Fax: 877.679.7863

epiphanymgmt.com

Billing:

Is a PO required for Payment?

Yes _____ . PO Number: _____ .

No _____.

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ Ext _____

Email _____