

Support Agreement

A proposal to: Delaware STEM Academy

May 18, 2016



Omnimaven, Inc
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About Omnimaven

Omnimaven is a computer consulting and website design firm supporting the IT requirements of companies, non-profit organizations and charter schools throughout the TriState area. Our staff is experienced in helping clients leverage technology to increase productivity and profitability.

Omnimaven can provide technology consulting to help your business establish a complete network solution. If your business needs managed network support or complete internet services such as website development, website hosting, ecommerce or email services, we can handle it with an amazing amount of confidence.

Omnimaven offers a wide variety of affordable internet services, such as website development, website hosting, ecommerce and email services to give our clients a one-stop shop atmosphere. Whether you're a small business or a Fortune 500 company, we have the expertise and the talent to develop, maintain and manage your internet presence. We have over 25 years of hands on experience in software development, computer networking, and a variety of Internet environments.

Our mission is to establish relationships founded on trust and integrity. Our pledge to our customers is to listen first with the purpose of providing technology solutions that meet their specific needs.

Our Microsoft certified staff is equipped with years of experience and committed to the success of your business. We understand that the technology needs of our clients are as unique as their businesses, and our quality mixed with value distinguishes Omnimaven from other technology services firms.



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About Support

Chances are you are perfectly capable of learning how to set up an active directory network or deploy exchange server for your company on your own. However, chances also are that your time is worth much more than the affordable rates we offer to assist you with your business' technology needs. We can help you save time and money by lending your business our technical expertise.

Our services include but are not limited to:

- Active directory implementation and support
- Exchange implementation and support
- Firewall implementation and support
- Virtual Private Network implementation and support
- Network and infrastructure upgrades
- Company-wide software deployment and upgrades
- New office systems coordination
- Hardware installation and support (all hardware – pc's, wireless access points, switches, etc.)
- Server setup and support
- Assistance with specialized applications (e.g. SQL Server, backup software, IIS, SharePoint, etc...)
- Helpdesk
- Remote Support
- Emergency call / same day service
- Pro Active Support through Omnimaven Proprietary Monitoring Software
- Same day change request processing (New domain accounts, email accounts, software that can be installed remotely)
- Access to Support tickets from start to finish
- Camera System installation & management
- Phone and Public Address system installation & management
- Off-site data backup provider
- Full Server Support (patch management, Microsoft update deployment, disaster recovery and anything in between)



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Pricing Overview

Ongoing Costs

Delaware STEM Academy will receive a bill each month for support services. Please review the full agreement for specific details. Below is a summary of monthly services:

20 hours of monthly support (contract rate of \$85 per hour)	\$1,700.00
24/7 Monitoring	\$100.00
Total Monthly Charge	\$1,800.00

Any hours over 20 per month will be billed at over contract rates.

Delaware STEM Academy IT Requirements

From working with other schools and from past experience, the work to meet the requirements below can usually be performed within the allotted twenty hours. Additional future work can be performed under the contract hours left for the month. If additional hours are needed they will be billed separately.

Omnimaven recognizes that in the initial planning phase that Delaware STEM Academy may not require 20 hours of monthly service. For the period immediately preceding and during the school opening, typically in August and September, many additional hours will be required. In order to support the endeavor of opening Delaware STEM Academy, Omnimaven will bank any unused planning phase hours to be used during this work intensive school opening period.

1. Support the curriculum

Omnimaven will work with DTI whenever there is any interruption in internet service to restore connectivity in a timely fashion in the event of a network outage. Omnimaven will design the installation of the wireless access points to maximize network coverage to all classrooms and offices throughout the school.

2. Support upload of student and staff data to the Delaware Department of Education (DOE)

This is covered under "Support the curriculum" above.

3. Support communication between the staff and DOE

Omnimaven will manage Microsoft 365 system. Upon request, Omnimaven will add, delete, and update e-mail accounts and reset passwords.

4. Support communication with the parents of the students and the larger community

Omnimaven will maintain and further develop the school website. Working with guidance from the school, Omnimaven will add any relevant pages to meet school needs such as calendars, announcements, links, etc...

5. Support planned improvements to the network

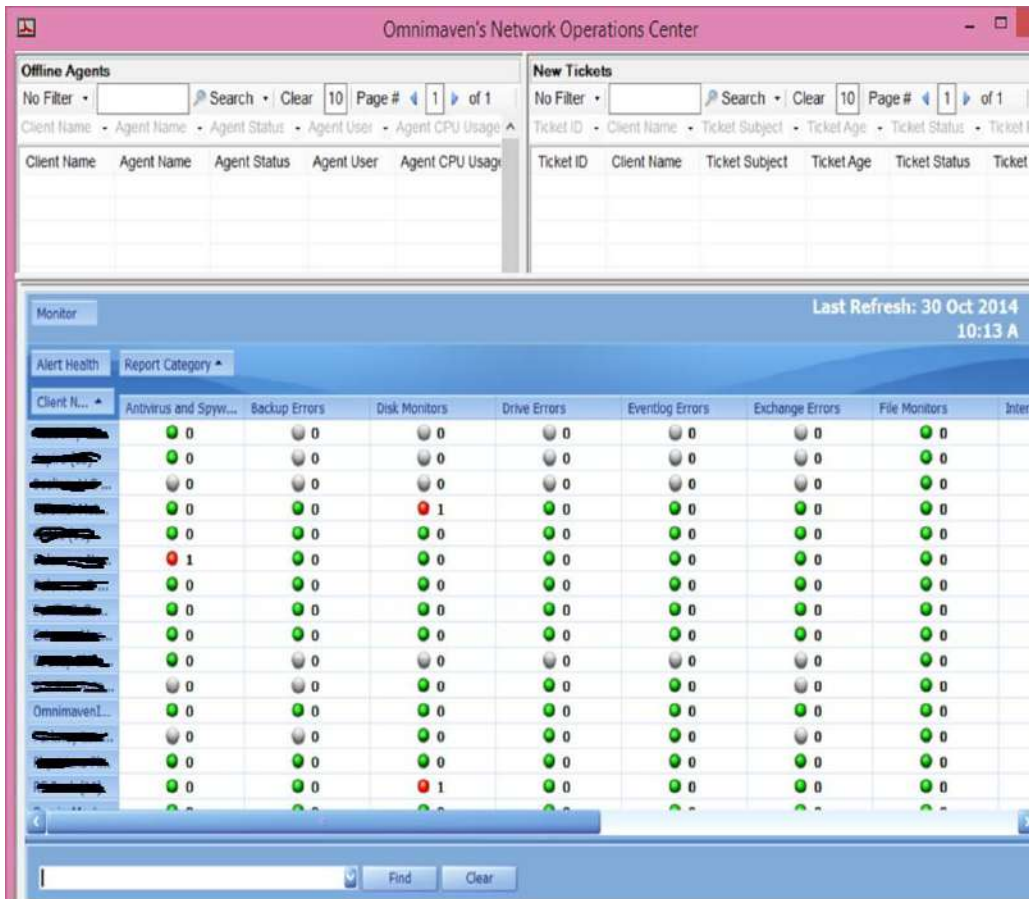
Omnimaven will set up server drives using RAID 1 for redundancy. Omnimaven will install Windows 2012 R2 server software. Omnimaven will set up DNS, DHCP, Active Directory, create shares and assign permissions to shares, create login scripts, and group policy objects. Omnimaven will install and configure Backup Exec for backing up server data. Omnimaven will install UPS and set up server to shutdown in case of an extended power outage. Omnimaven will install and configure Symantec Endpoint Protection on the server and all PCs and laptops.

Omnimaven will work with DTI on installing and configuring Cisco switch..

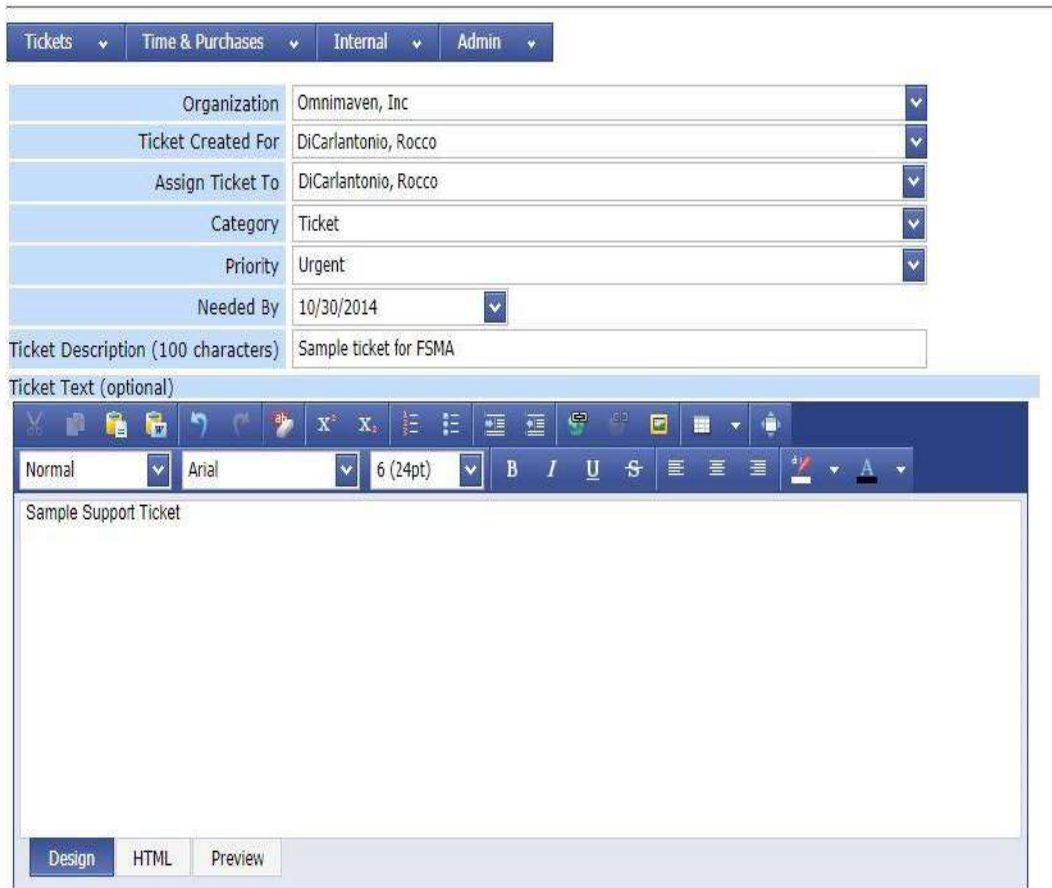
Omnimaven will work with Partech to procure equipment needed such as PCs, laptops, and printers.

6. Provide general services that support all goals and requirements, such as help desk support and staff training.

Omnimaven will install custom monitoring software on server to proactively monitor and maintain server. Omnimaven uses our own branded monitoring software (see Omnimaven NOC View) which monitors all aspects of the server(s) and network computers so that we may take a proactive approach and address issues before they cause system downtime. Additionally, Omnimaven has a fully supported telephone access help desk and web-based ticketing system (refer to Omnimaven Ticket System) for two way communication of issues. This ensures immediate accountability and tracks all phases of assigned tasks.



Omnimaven NOC View



The screenshot displays the Omnimaven Ticketing System interface. At the top, there are navigation tabs: Tickets, Time & Purchases, Internal, and Admin. Below these is a form for creating a ticket. The form includes several dropdown menus: Organization (Omnimaven, Inc), Ticket Created For (DiCarlantonio, Rocco), Assign Ticket To (DiCarlantonio, Rocco), Category (Ticket), Priority (Urgent), and Needed By (10/30/2014). A text field for 'Ticket Description (100 characters)' contains the text 'Sample ticket for FSMA'. Below the description is a rich text editor for 'Ticket Text (optional)', which contains the text 'Sample Support Ticket'. The rich text editor has a toolbar with various formatting options like bold, italic, underline, and strikethrough. At the bottom of the form, there are three buttons: Design, HTML, and Preview.

Omnimaven Ticketing System

The advantage of selecting Omnimaven as your IT support provider

- Omnimaven has been working with charter schools for over 7 years and has worked closely with DTI in completing projects for schools. We adhere to strict guidelines provided by DTI to ensure that all network equipment and wiring are installed and will be fully supported by DTI.
- Omnimaven has worked with Partech in acquiring free PCs, laptops, printers, etc... for schools.
- Omnimaven has experience deploying browsers for DCAS and Smarter Balance testing
- Omnimaven has worked closely with DTI in resolving any connection issues and in designing and implementing projects such as network wiring and setting up wireless networks.



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NETWORK INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on _____, between Omnimaven, Inc ("Provider"), with its principal place of business located at 103 Cazier Dr, Middletown, Delaware, 19709-8852 and Delaware STEM Academy ("Client"), with its principal place of business located at 109 Lukens Drive, New Castle, Delaware 19720 and is effective on July 1, 2016.

RECITALS

WHEREAS, Provider is engaged in the business of providing services involving the design, installation and maintenance of computer networks;

WHEREAS, Client desires to retain Provider to perform the services set forth in this agreement.

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

Provider will perform such infrastructure development, network maintenance and support services as are set forth in Exhibit A (Statement of Work).

2. Price and Payment

Client will pay Provider for the Network Services at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Network Services, and Client will pay all such taxes which may become due in connection with the Services.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for a period of 12 months and will automatically renew from year to year thereafter. Provider may terminate this Agreement without cause upon sixty (60) days written notice, and Client may terminate this Agreement without cause upon sixty (60) days written notice. In the event of termination by either party without cause, Client will pay Provider for all of the Services performed up to the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Obligations of Client

- A. Client will immediately notify Provider upon learning of any significant problem with the performance of the network.
- B. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.
- C. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.



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- D. Client will be solely responsible for performing the day-to-day tasks associated with creating archival or backup copies of data stored on the network servers and/or on the hard drives of individual workstations.
- E. Client will notify Provider within a commercially reasonable time regarding any change in the identity of client's Network Administrator.

5. Confidential Information

- A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work.
- B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.
- C. These obligations of confidentiality will extend for a period of 12 Months after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

6. Warranty and Disclaimer

Client acknowledges that no computer system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of client's network or data. Provider warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Liability

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will Provider be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act



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or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Network Services during the twelve (12) month period preceding the date the claim arises.

8. Indemnification

Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

9. Relation of Parties

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Delaware. The arbitration will be held in Delaware. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.



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15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

17. Entire Agreement

This Agreement together with any attachments referred to herein constitute the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: Omnimaven, Inc.

Client: Delaware STEM Academy

By: _____

By: _____

Title: President

Title: _____



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EXHIBIT A: STATEMENT OF WORK

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PREAMBLE

This Statement of Work accompanies an Agreement that has been executed by the parties. All statements of fact contained in this Statement of Work are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Statement of Work.

1. Scope

1.1 Network Monitoring – Remotely monitor entire network infrastructure which includes the servers, PCs, laptops and networking hardware.

1.2 General Maintenance & Repair – Routine hardware checks, software updates, OS updates, file-structure related services, monitoring anti-virus software, DNS, DHCP, event logs, remote access logins and backup jobs.

1.3 Hardware & Software Installation – On-site installation of hardware and application software. This service includes RAM upgrades, hard-drives, PCI cards and peripherals. Some specialty hardware and industry specific software may require custom pricing. This potential billing scenario will be discussed on a case-by-case basis.

1.4 Hardware & Software Troubleshooting – Isolate the cause of the problem(s) in the computing environment. Note: In some rare situations (such as hardware failure or incompatible hardware or software), issues may not be resolved. The client is still responsible for the time-related fee. This potential billing scenario will be discussed on a case-by-case basis.

1.5 Needs Assessment – Custom support regarding hardware or software purchases to accomplish specific tasks or business goals.



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1.6 Systems Integration – Installation of hardware into an existing computing environment. Services include setup of any necessary software or hardware.

1.7 Network Security – Installation of hardware and/or software to provide reasonable network security and virus protection. Note: network security and virus protection services are provided on a best-effort basis and are not guaranteed to prevent network intrusions or virus attacks. See section 6.0 of the Network Services Agreement.

1.8 Data Backup & Data Recovery – Develop and implement a backup strategy. Data recovery services are also available. Note: In some situations (such as complete hardware failure, media failure or total data corruption) data may not be recoverable. The client is still responsible for the time-related fee. Costs for data-recovery services will be discussed on a case-by-case basis.

1.9 24-Hour Emergency Service – After hours onsite service is from 6pm to 8am, Monday through Friday, and from 6pm to 8am, Friday through Monday. Additional fees may be billed for 24 Hour Emergency Services.

1.10 Scheduled On-Site Support – Omnimaven will be scheduled at Delaware STEM Academy for four hours per week to provide service to the school. The work items will be determined by Delaware STEM Academy administration.

2. Price and Payment

2.1 Price - Provider is being hired to perform the Services and provide the Services described above. Any material change in the Services or Deliverables described above requires a written change order signed by the parties to the Agreement. Such change order may include an adjustment to the price and/or delivery dates. The price for this Statement of Work is: one thousand eight hundred dollars (\$1,800.00) per month and includes up to twenty (20) hours per month of support. Any work done above the stated hours will be billed at the rate of one hundred twenty five dollars (\$125.00) per hour. Any unused hours in a month cannot be carried over to the next month. Omnimaven will provide 24x7 remote server monitoring in order to maximize server uptime. This service includes, but is not limited to, monitoring of server backups, all crucial windows services, server hardware, anti-virus protection status and disk usage.

2.2 Invoices – Services will be invoiced monthly.

2.3 Payment – Payment is due thirty (30) days after date of invoice. Client may not withhold any amounts due hereunder and Provider reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of five (5) percent per month or fraction thereof until paid.



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3. Expenses and Taxes

3.1 Prices quoted for Services do not include and Client will reimburse Provider for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing. Any applicable sales tax is to be paid by Client.

4. Employee Background Checks

4.1 Omnimaven will provide comprehensive criminal background checks for all staff working with Delaware STEM Academy.