



Crawford Central School District Service Agreement

Questeq, Inc.
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Educational Technology Management (ETM)

June 2017

Questeq Proprietary Services and Agreement

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| | |
|---------------------------|-----------------------|
| Account Manager: | Eugene Sciulli |
| Opportunity Number | TP# 2568 |
| Quote Number | TP# 2873 |

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AGREEMENT OBLIGATIONS

This Agreement is made this _____ day of _____, 2017, by and between Crawford Central School District , located at 11280 Mercer Pike, Meadville, PA 16335, and Questeq, Inc., located at 420 Rouser Road Suite LL1, Moon Township, PA 15108.

WHEREAS, Questeq, Inc. (“Questeq”) has developed a comprehensive outsourced information technology solution (the “Questeq Solution”) that utilizes proprietary Questeq methodologies, trade secrets and other intellectual property in combination with readily and commercially available hardware, software and third party services; and

WHEREAS, Crawford Central School District, (the “Client”) currently operates an information technology environment comprised or composed of certain equipment and software (the “Client Environment”); and

WHEREAS, Client desires to engage Questeq to manage the Client Environment by applying the Questeq Solution, and Questeq accepts that engagement, each as more specifically described in this Agreement and the Exhibits attached hereto; and

WHEREAS, the parties desire to reduce the terms of their agreement to writing;

NOW, THEREFORE, in consideration of the mutual agreement covenants contained herein and intending to be legally bound hereby, the parties agree as follows:

SCOPE OF SERVICES

The Scope of Services are enumerated on Exhibit A and Questeq will provide those services. The Scope of Services is limited to the services enumerated on Exhibit A. At no time, shall the Scope of Services exceed the services enumerated on Exhibit A. Additional services may be requested during the course of this Agreement. Upon said request, Questeq shall provide Client with a quote for the additional services. Additional services will only be performed upon written acceptance of the quote by Client.

Services to Client

The services provided by Questeq under this Agreement shall be supplied only to Client at the location(s) and user types provided in this Agreement or on the Exhibits attached hereto. This Agreement does not cover businesses, organizations or individuals that are co-located with Client but are not part of Client’s organization. Client shall not assign this Agreement and doing the same or any attempts to do the same shall result in a breach of this Agreement. Client is not permitted to resell or subcontract Questeq services or staff.

Payment Terms

Payment Terms are set forth on **Exhibit B**.

Service Level Agreement

Service Level Agreement details are set forth on **Exhibit C**.

AGREEMENT TERMS

Term

The term of this Agreement is for a period of five (5) years from July 1, 2017 through and including June 30th, 2022.

Representation

Client will appoint a representative for the daily activities concerning this Agreement. This person will act as the contact person to Questeq. Questeq will appoint a representative for safeguarding the level of the services agreed upon in this Agreement.

Force Majeure

Neither Questeq nor Client shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. Causes beyond a party's control shall include, but are not limited to, any act of God or the public enemy; compliance with any order, decree, law or request of any governmental authority; act of declared or undeclared war; public disorder; rebellion; sabotage; fire; flood; explosion; accident; riot; strike; declaration of local or national emergency, or any other cause not within control of Questeq or Client. During any event, which constitutes force majeure, this Agreement shall not be extended nor shall either party be responsible for performance that could not be completed during that time. Questeq shall not be obligated to return any payment for part performance. If an event of force majeure results in a delay in Questeq's performance under this Agreement for a period exceeding five (5) business days, then Questeq agrees that Client has the right to procure services from another provider and deduct the cost of said services from the amount due to Questeq under this Agreement.

Work Day and Week

The regular work week shall consist of forty (40) hours. Work schedules are normally eight (8) continuous hours from Monday through Friday, including a thirty (30) minute duty-free lunch period. Other work schedules are acceptable such as four, ten hour days, as long as the total hours per week do not to exceed forty (40) and a thirty (30) minute duty-free lunch is included.

Overtime Rate

Overtime will be charged for each hour of Services performed by a non-exempt Questeq employee that exceed 40 hours in a single work week. For purposes of this Agreement, a "work week" is defined as the period from 12:00 a.m. Sunday through 11:59 P.M. Saturday.

Travel Costs

Normal daily business travel between client sites is included in the Agreement price. For district approved travel to special events or conferences, all costs including hotel, mileage, meals and registration fees will reimbursed by the district.

Employee Time Off

Client agrees that an agreement year includes the following employee absences from work and such absences will not be subject to a billing credit or a requirement to provide a substitute:

- a) **Questeq Holidays (9):** News Years Day, Good Friday, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Day After Thanksgiving and Christmas Day. If an employee is required to work any of these days, the employee is entitled to an alternative day off to be scheduled with Client approval. Client will allow assigned employees the opportunity to schedule any missed holiday days off sometime during the agreement year.
- b) **Vacation days earned per Questeq policy:** On the employee start date and annually thereafter, Questeq will provide the vacation entitlement for assigned employees. Employees will provide advanced notice of their desire to schedule vacation and all vacation requests are subject to Client approval. Client is required to allow all assigned employees the opportunity to schedule their vacation during the agreement year.
- c) **Sick and personal days (3):** granted annually to the Questeq employee according to Questeq policy. Notice will be given to Client.

Unplanned Time Off

If there is unplanned time other than the days listed above Questeq will provide a billing credit at the calculated daily rate for all missed work days until the position is filled. Client has the option for final approval of any replacement personnel assigned by Questeq to Client.

Notice of Loss of Employee

While in the performance of this Agreement, Questeq may have employees resign or be terminated who are otherwise necessary or germane to the performance of this Agreement. If this happens, Questeq shall give Client a written or verbal notice of Loss of Employee. Client shall give Questeq up to 5 work days to provide employee replacement. After 5 work days, if the position is not covered either by a permanent or temporary resource, Questeq will provide a billing credit at the calculated daily rate for all missed work days until the position is filled.

Daily Rate Calculation = Resource Total Yearly List Price / 251 (Average Workdays in a calendar year)

Client has the option for final approval of any replacement personnel assigned by Questeq to Client.

Employees

All Questeq employees must have on file state and federal criminal history record information and child abuse certification prior to commencing work. The Client reserves the right to withhold its approval, or to reject any proposed Questeq employee and reserves the right to require the removal of any Questeq employee from the Crawford Central School District at any time for any reason. All Questeq employees must have on file employment history review forms as required by Act 168, 24 P.S. § 1-111.1. Questeq will review the clearances for every employee assigned to the Client and provide updated clearances upon expiration, as required by law.

During the term of this Agreement, Questeq agrees to provide professional and competent employees to carry out the Scope of Work. Nothing contained in the Agreement shall be construed to establish Questeq as a Co-employer, partner or joint venture of the Client or as having any other relationship with the Client, other than that of an independent contractor. Questeq shall have sole responsibility for all screening, hiring, training, supervision, discipline, and termination as necessary for each of its employee's subject to the Client's right to object and to

prevent the use of any particular employee at the Client for any (legal) reason whatsoever. Questeq shall further be responsible for the work schedule of its employees, which shall coincide with District's needs. The payment of federal, state, and or Commonwealth taxes, social security benefits, unemployment compensation taxes and wages, and any other benefits shall be the sole function and responsibility of Questeq.

Questeq and its employees will be of good moral character in all respects and will conduct themselves so as to display good moral character at all times while on the property of the Crawford Central School District. Employees of Questeq must adhere to proper conduct at all times and shall comply with all policies and procedures of the Crawford Central School District. The Client reserves the right to accept or reject any individual provided by Questeq for any (proper) reason in the sole discretion of the Client. The Client further reserves the right to have Questeq provide references or resumes for individual employees upon request.

Building Changes

Building relocation projects, including consolidations, closures and new construction will require resources outside those included in this Agreement and will require a separate proposal or Change Order.

Special Projects and Out of Scope Work

Schools frequently engage in large one-time technology projects or receive donations, grant funds, funds from support organizations, etc. that are used for projects that add a significant number of devices to the existing population, implement new technology and/or new processes. These projects can require significant planning, implementation and support resources and can affect the overall performance of the technology support organization. Questeq will support these initiatives when given proper notice and the ability to analyze the impact on the overall technology support operations. Questeq will notify Client if additional resources and/or costs are required to complete the project timeline without affecting the daily support service levels.

Default

If Client fails to comply with the terms, payment terms and conditions of this Agreement and the Exhibits attached hereto, Client shall be in default. Questeq shall send written notice of such default to Client and upon receipt of written notice; Client shall have thirty (30) days to cure the default stated in the written notice. Should Client fail to cure the default within thirty (30) days, Questeq shall issue a written notice to Client terminating its performance under this Agreement. Questeq, however, shall not return any payment that Client made due to Client's default under this provision.

If Questeq fails to comply with the terms and conditions of this Agreement and the Exhibits attached hereto, then Client shall send a written notice of such default to Questeq identifying the areas of non-compliance which Questeq is in default. Upon receipt of such written notice, Questeq shall have a period of thirty (30) days to cure any areas of non-compliance as stated in the written notice. If Questeq fails to cure the default within thirty (30) days, Client shall issue written notice to Questeq terminating this Agreement. If such termination occurs upon the default of Questeq, Client shall promptly pay Questeq for services rendered to the date of termination. At such time, Questeq shall begin the disentanglement process as provided in the Disentanglement provision, below. Only payments for performance rendered shall be due to Questeq.

Termination

The Agreement will terminate on June 30th, 2022 or earlier as follows:

(a) Mutual Agreement. If Client and Questeq shall mutually agree in writing, this Agreement may be terminated on the terms and date stipulated therein.

(b) Default. Default. Should Questeq fail to comply with any of the terms and conditions of this Agreement, then Client shall send written notice of such failure to Questeq, specifying the areas of non-compliance and the areas of the Agreement with which Questeq is in default. Upon receipt of such written notice, Questeq shall have a period of thirty (30) days to cure any areas of non-compliance as stated in the written notice. Should Questeq fail to cure within thirty days, Client shall issue written notice to Questeq which terminates the Agreement in thirty days.

Disentanglement

Client is fully responsible for the commencement and execution of the disentanglement process. Disentanglement is the process by which the services provided by Questeq are transitioned to either a Client provided solution or Client's new services provider. At no time, shall Questeq be responsible as a result of this Agreement for the preparation, management, training or performance of its replacement. Additional services may be requested during the course of this Agreement to assist Client with the disentanglement process. Questeq shall provide Client with a quote for the additional services. Additional services will only be performed upon written acceptance of the quote by the Client.

Client shall appoint a Disentanglement Manager before the termination of this Agreement who will oversee the disentanglement process on its behalf. Such Disentanglement Manager shall be responsible for but not limited to the following:

1. Obtaining all passwords, access codes and other necessary information to continue the functionality of Client's operations.
2. Identify processes and services provided in this Agreement and how they affect Client's operation and how they will be replaced.
3. Identify and secure any remote network access capabilities.
4. Identify and change all technology related passwords.
5. Identify and remove all Questeq user accounts associated with physical building access.
6. Identify and remove all Questeq user accounts associated with district software applications and systems.

All hardware and software procured by Client or paid for by Client will remain onsite, in place, connected, installed and accessible during Disentanglement.

If Client fails to notify and engage Questeq in the disentanglement process, then the disentanglement process will not be performed and Questeq will remove all support and services on the final termination date.

Questeq will provide access to Client (not to exceed 5 users) to the current automated Help Desk ticketing system including all Client historical data for a period of 30 days after this Agreement expires. After this Agreement expires, Questeq shall remove all of its services, staff, intellectual property and owned equipment.

Questeq shall not commit any support to the disentanglement process after this Agreement is terminated. Any time spent or requested beyond this Agreement's expiration date shall be billed to Client with payment for the same due within fifteen (15) days from the date of said invoice.

Confidentiality

Any information, whether or not protected by patent or copyright, including but not limited to programs, files, specifications, plans, business information, technical information or other data written or otherwise which has been furnished or disclosed by Client to Questeq, shall remain the property of Client and shall be considered proprietary information. Information shall not be reproduced, published or disclosed to any third party without the prior written consent of Client. All copies of any such information shall be returned to Client upon termination of this Agreement or request.

Questeq agrees that its employees will retain all student information and employee information in strict confidence and not disclose it to any third-party without a Court Order or written authorization from the student's parent or guardian.

Client will at all times remain and keep confidential any information learned regarding the Intellectual Property and business operations of Questeq and not divulge or use it to or for the benefit of anyone other than Questeq. Upon termination, Client will return all Intellectual Property owned by Questeq during Questeq's performance of this Agreement.

Nothing in this section shall be construed to supersede, interfere or modify the Pennsylvania Right-to-Know Law, if the same is found to be applicable.

Non-Compete/Non-Solicitation

During this Agreement and for a period of one year after it is terminated, Client agrees that Client will not solicit or hire or assist in the hiring of any of Questeq's employees. As used herein, the word "hire" shall include, without limitation, the engagement of a person directly, as an independent contractor or as an employee of another entity. Employees covered by this provision include current Questeq employees or any Questeq employee whose employment ceased or terminated for any reason in the twelve (12) months prior to termination of this Agreement. These restrictions shall remain in full force and effect for one (1) year after termination of this Agreement. The parties agree that a violation of this provision results in a breach of this Agreement and Client agrees that any breach of this provision shall result in Client owing to Questeq the sum of \$20,000 for each individual which Client hires. This fee will be due and payable to Questeq at the time that the employee is hired. Client also agrees that Client will not solicit or interfere with Questeq's clients or business relationships.

Questeq will notify Client in writing if Questeq is aware of any attempt by Client to hire any Questeq employee.

Modifications/Amendments

Any alterations, additions, modifications or amendments made to this agreement shall be in writing and no oral agreement shall be effective.

Dispute Resolution

The parties agree that, upon mutual agreement, any dispute regarding any aspect of this Agreement, may be submitted to mediation.

Governing Law

The parties agree that this Agreement, and any dispute that results in the filing of a lawsuit, shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law principles or provisions, no matter where the lawsuit is filed, state or federal court. Except as provided in the Dispute Resolution section of this Agreement, all claims, disputes, controversies and other matters in question arising out of or related to this Agreement or any breach thereof, shall be determined by recourse only to the Court of Common Pleas of Crawford County, Pennsylvania.

Indemnification

Questeq agrees that it will hold harmless, indemnify, and defend the Client from all losses, costs, expenses (including attorney's fees and costs of court), claims, causes of action, and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise, unless said loss, cost, expense, claim, cause of action or demand arose from the Client's action, omission or negligence hereunder.

The Client agrees that it will hold harmless, indemnify, and defend Questeq from all losses, costs, expenses (including attorney's fees and costs of court), claims, causes of action, and demands of every kind and character of, by or in favor of any person, firm or corporation whether by way of damage or otherwise, unless said loss, cost, expense, claim, cause of action or demand arose from Questeq's action, omission or negligence hereunder.

Enforceability

Should any provision of this Agreement or the Exhibits attached hereto, or the application thereof, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, other than the provision(s) which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity. Such provisions held unenforceable shall be modified to reflect the parties' intentions.

Entire Agreement

This Agreement contains the entire agreement between the parties, and there are no other terms, conditions, promises, undertakings, statements or representations, either written or oral or express or implied concerning the subject matter of this Agreement. Any and all prior or contemporaneous agreements or understandings between or among the parties regarding the subject matter of this Agreement are superseded in their entirety by this Agreement. Any changes or amendments or revisions to this Agreement will be in writing and duly noted as an amendment to this Agreement and executed by authorized signors. In the event of any conflict between the terms of this Agreement and any exhibit incorporated by or referenced herein, the terms of this Agreement shall control.

Survival Clause

The following provisions shall survive the termination of this Agreement: Termination, Force Majeure, Governing Law, Survival Clause, Indemnification, Dispute Resolution, and Non-compete/ Non-solicitation.

Insurance

Questeq shall be responsible for insuring all of its personal property in or upon the Client's premises.

Questeq shall, throughout the term of this Agreement, keep in force the following insurance coverage:

- a) Commercial general liability insurance, including coverage for bodily injury and property damage, on an occurrence basis to afford protection in an amount of not less than \$1,000,000.
- b) Workers' compensation insurance for all of its employees.

The commercial general liability insurance policy that Questeq is required to maintain hereunder shall name the Client as an additional insured.

Upon request, Questeq shall provide all applicable Certificates of Insurance to the Client.

Questeq agrees that its insurance policies shall not be cancelled or altered without prior written notice to the Client.

Independent Contractor

A. It is expressly understood and agreed upon by both the Client and Questeq that Questeq, while engaged in the performance of this Agreement and in compliance with any and all terms and conditions set forth herein, is an independent contractor and is not an officer, agent or employee of the Client.

B. The personnel furnished by Questeq to perform the services of this Agreement shall be employees of Questeq and Questeq shall pay all salaries, wages, Social Security withholding taxes, Federal, State and local taxes, unemployment insurance and workers' compensation benefits relating to such employees.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers.

Attest: **Questeq, Inc.**

_____ By: _____ Date: _____ 2017

Attest: **Crawford Central School District**

_____ By: _____ Date: _____ 2017
Board Secretary Board President

Once the required documents have been received and accepted by Questeq, a counter-executed copy of this Agreement will be returned to you by mail.

EXHIBIT A - SCOPE OF SERVICES

ETM FUNCTION - STAFF

Under this Agreement, Questeq will provide one resource to fill the following positions:

| QUESTEQ POSITION TITLE | CODE | BENCHMARK | EMP TYPE | FLSA STATUS |
|---|------|-----------|-----------|-------------|
| Technology Director | TDR | 2 | Full-Time | exempt |
| Infrastructure Engineer | INF | 1 | Full-Time | exempt |
| Application Support Analyst - Instructional | AAI | 2 | Full-Time | exempt |
| Application Support Analyst | ASA | 1 | Full-Time | exempt |
| Technology Specialist | TSP | 2 | Full-Time | non-exempt |
| Technology Specialist | TSP | 1 | Full-Time | non-exempt |
| Technology Specialist | TSP | 1 | Full-Time | non-exempt |
| Technology Intern (Summer months only) | INT | 1 | Part-Time | non-exempt |

ETM PROCESS

TIER 1 FRONTLINE SUPPORT

Questeq will supply a Help Desk team responsible for Tier 1 technical support requests. Questeq's Tier 1 Help Desk operations is located in Moon Township, PA and remotely supports teachers and administrators by phone, email and web submissions. Essential Tier 1 support functions include:

- ✔ Answer inbound calls and email/web submissions
- ✔ Register and assign a ticket number
- ✔ Classify and categorize incidents (e.g. determine impact)
- ✔ Communicate as appropriate to other service providers to resolve service calls
- ✔ Communicate with all affected entities about issue progress
- ✔ Initiate crisis management procedures, escalation and contingency procedures as agreed

Questeq's Tier 1 Help Desk Service also provides state of the art phone system and call tracking software for monitoring, tracking and reporting all calls from the Crawford Central School District. Questeq will also provide a web based ticketing system that will be used for all ticket entry, routing, escalating and reporting.

TIER 2 SUPPORT

Tier 2 support will be managed by the onsite staff based on their functional areas of responsibility defined in the job descriptions. Essential support functions include:

- ✔ Provides technical support to administrators, teachers, staff, and students for all technology in computer labs, libraries, and classrooms
- ✔ Responsible for troubleshooting all 2nd Tier escalation of technology support issues for the respective school(s) and coordinates with 3rd Tier technology team members to reach resolution on complex issues

- ✔ Responsible for daily management of assigned help desk ticket queues with adherence to established thresholds for response
- ✔ Maintains accurate logs of maintenance and repair efforts within the help desk ticketing system
- ✔ Corresponds with customers to assure submitted tickets have been resolved in timely and complete manner

TIER 3 SUPPORT

Tier 3 support will be managed through a combination of onsite and remote staff based on their functional areas of responsibility defined in the job descriptions. Essential support functions include:

- ✔ Creates documentation and solution guides for Tier 1 and Tier 2 resources
- ✔ Responsible for daily management of assigned help desk ticket queues with adherence to established thresholds for response
- ✔ Responsible for troubleshooting all 3rd Tier escalations and coordinating with 4th Tier partners as the local liaison for resolution
- ✔ Corresponds with customers to assure tickets have been resolved in timely and complete manner

TIER 3 - NETWORK AND SYSTEMS SUPPORT (REMOTE)

The Questeq Network Operations Center (NOC) handles escalations from the onsite staff. Tier 3 NOC resources also focus on proactive network and systems management including:

Continuous monitoring of the Crawford Central School District network environment:

- ✔ Proactively identify outages and network capacity problems before impacting the classroom
- ✔ Provide 24/7 warnings or failure notifications to the technology department and administration
- ✔ Provide historical reporting on availability of all network equipment
- ✔ Proactively monitor all critical applications and server services

Monthly proactive network and server checks performed on the Crawford Central School District environment:

- ✔ Monthly 30 point server health checks
- ✔ Monthly backup job performance review process
- ✔ Monthly security and anti-virus performance review process

TIER 4 VENDOR SUPPORT

The Crawford Central School District has entered into multiple agreements with multiple vendors to provide support and maintenance on various district owned equipment and software. The agreements include specific service level performance metrics provided by each vendor. Questeq will follow the support procedures as outlined in these agreements. Questeq is not responsible for the services delivered in these agreements. Questeq is responsible for the management of the vendors and services as outlined in these agreements.

LARGE CHANGE HELP DESK TICKET

A large change request differs from a Help Desk Ticket when one or more of the following conditions are met:

- ✔ The estimated amount of time to complete the work is greater than 16 work hours
- ✔ The task involves the deployment or replacement of more than 5 computers or tablet devices
- ✔ The task is scheduled more than 2 calendar months in advance
- ✔ The task involves the installation of network cable in a wall and/or ceiling
- ✔ The task involves the installation of electrical wiring in a wall and/or ceiling

Additional Questeq resources needed to complete any large change help desk request may require a separate proposal and fees.

SMALL CHANGE HELP DESK TICKET

If one or more of the above conditions in the Large Change Help Desk Ticket section are not met, the task is a Help Desk Ticket and must be entered into the Technology Help Desk system. Small requests such as lab, classroom or office deployments will be handled by the Questeq Tier 2 onsite staff.

ASSET INVENTORY

Questeq will maintain and update an ongoing inventory of all technology assets owned by the Crawford Central School District that consist of the following equipment types:

| Endpoint Device Type |
|--------------------------|
| Windows Desktops |
| Virtualized Desktops |
| Win Laptops and Netbooks |
| Windows Tablets |
| Apple Ipads |
| Apple iPods |
| Apple Laptops |
| Apple Desktop |
| Google Chromebooks |
| eReader, Kindle, Phones |
| Interactive Whiteboards |
| Other Devices |
| MFP Copiers |
| Special Needs Devices |

| Network Device Type |
|------------------------|
| Physical Servers |
| Virtualized Servers |
| Storage Area Network |
| Firewall Appliance |
| Physical Switches |
| Phones |
| Wireless Access Points |
| Security Cameras |

Note: Fax machines, printers, copiers and other peripheral equipment are beyond the scope of the inventory.

STATE REPORTING

The PIMS collections are currently managed by district provided personnel. Under this Agreement, Questeq will only be responsible for the PATI survey collection submission and basic import/export support of the district defined PIMS administrator.

ASSET REFRESH CYCLE

Questeq will develop, along with the Crawford Central School District, an acceptable asset refresh strategy. The asset refresh strategy will define the asset lifespan, yearly budget requirements and procurement options.

CATEGORY 1 AND CATEGORY 2 - E-RATE FUNDING SUPPORT

Under this Agreement, Questeq WILL provide yearly Category 1 E-Rate submissions.

Questeq will NOT provide yearly Category 2 submissions under this Agreement. Any Category 2 submission request will require an additional cost and agreement. It is understood that all Category 2 E-Rate Services requested by Client will be considered outside of the terms of this Agreement, and will be quoted and billed as separate, individual Services.

PURCHASING SUPPORT

Questeq will provide skilled corporate resources that will assist the onsite staff with technology based purchasing including:

- ✔ Development of strategic partnerships with educational manufacturers of hardware/software and distribution channels
- ✔ Consortium based purchasing option with other Questeq managed districts
- ✔ Ability to provide Crawford Central School District with demo equipment (desktop, laptop, tablet, and Ultra book units) before purchasing
- ✔ Ability to provide quotes from multiple competing sources to drive the lowest pricing possible

NETWORK MANAGEMENT

The tiered support structure will provide day-to-day support for the following network components:

- ✔ Wide Area Network Management
 - ❖ Firewall, Internet, Content Filtering
 - Small Add, Move, Removal of internet appliances and software
 - Level 1,2,3 hardware/software diagnostics and repair
 - Level 4 vendor facilitation of all hardware warranty repairs
- ✔ Local Area Network Management
 - ❖ Wired and Wireless Network Devices
 - Small Add, Move, Removal of wired and wireless network devices
 - Level 1,2,3 hardware/software diagnostics and repair
 - Level 4 vendor facilitation of all hardware warranty repairs
- ✔ Server Management
 - ❖ Physical and Virtual Servers, Storage Area Networks (SANS), Network Attached Storage (NAS)
 - Small Add, Move, Removal of servers, SANS and NAS devices
 - Level 1,2,3 hardware/software diagnostics and repair
 - Level 4 vendor facilitation of all hardware warranty repairs
- ✔ Data Backups
 - ❖ Questeq will manage the current Crawford Central School District backup software and storage environment. The backup process requires users to save their data onto a server or internet cloud based storage area versus saving data on the machine's local hard drive or USB Drive. In the event a user is granted rights to save locally and the machine hard drive fails resulting in data loss, Questeq can facilitate attempted recovery of the data via a third party. All costs related to recovery of this data would be the responsibility of the Crawford Central School District.
- ✔ Network Cable Installation (Low Voltage Wiring)
 - ❖ Includes basic diagnostics for existing network cabling. Questeq can facilitate quotes from qualified low voltage contractors for changes to existing or the addition of new network cables.

ENDPOINT MANAGEMENT

The tiered support structure will provide day-to-day support for the following endpoint components

- ✔ Traditional Endpoints
 - ❖ Desktops, Laptops, Netbooks, Tablets, Local Printers
 - Small Add, Move, Removal of traditional endpoint devices
 - Level 1,2,3 hardware/software diagnostics and repair
 - Level 4 vendor facilitation of all hardware warranty repairs
 - Operating system and applications deployment
- ✔ Interactive Endpoints
 - ❖ Interactive whiteboards, Projectors, Multimedia Equipment
 - Small Add, Move, Removal of interactive endpoint devices
 - Level 1,2,3 hardware/software diagnostics and repair
 - Level 4 vendor facilitation of all hardware warranty repairs
- ✔ Local and Network Printers
 - ❖ Questeq will provide basic support of Client network and local printers
 - Small Add, Move, Removal of MFP and Network Printers
 - Level 1,2,3 hardware diagnostics and repair
 - Level 4 vendor facilitation of all hardware warranty repairs
- ✔ Large Multi-Functional Printers (MFP) and Copiers
 - ❖ Questeq will provide basic support including
 - Level 1,2 MFP and copier triage and troubleshooting
 - Level 3, 4 vendor facilitation of all diagnostics and warranty repairs
 - ❖ Large MFP style printers and copiers are maintained through the Client contract with a print management company.
- ✔ Miscellaneous Endpoints
 - ❖ Includes but not limited to document scanners, external drives, local printers, etc...
 - Small Add, Move, Removal of endpoint devices
 - Level 1,2,3 hardware diagnostics and repair
 - Level 4 vendor facilitation of all hardware warranty repair

APPLICATION MANAGEMENT

The tiered support structure will provide day-to-day support for the following application components:

- ✔ Instructional Applications
 - Assessment Software, Classroom Applications
- ✔ Administrative Applications
 - Student and Financial Systems, HVAC, Food Services
- ✔ Foundational Applications
 - Internet Browsers, PDF Readers, Multimedia Players
- ✔ Operating Systems
 - Creation, Deployment, Updating of endpoint operating systems images
 - Windows, IOS, MAC OS X, Android, Google Chrome OS

ANCILLARY SERVICES

Questeq will facilitate, during normal business hours, support functions engaged by Client for non-Questeq related services that are part of the client network, which may include but are not limited to items listed in the following table:

| Service |
|--|
| Video surveillance systems |
| Phone system |
| Postage technology |
| Physical security systems and HVAC systems |
| Video distribution and broadcast systems |
| Public address and bell systems |
| Clocks and time keeping systems |
| Projector and smart board installation |

Support by Questeq for these services will be limited to client software installation/support, providing of IP addresses and security keys. For all other requests or responsibilities Questeq will contact the responsible department or vendor designated by Client. If no vendor exists, Questeq will source and engage a vendor on behalf of the school district. Vendor costs for services provided in this section are outside the scope of this agreement.

ASSET DISPOSITION SERVICES

Questeq can provide Technology Asset Disposition services through our strategic partnerships with certified technology reclamation and disposal vendors. Questeq assures a true “Cradle to Cradle” solution for end of life electronic equipment that combines complete data security with responsible and detailed reporting.

Compliant IT Recycling

- ❖ All equipment is recycled in compliance with local, state and Federal laws.
- ❖ Certified BAN e-Stewards ensure environmental stewardship
- ❖ Fully vetted transparent downstream of certified processors and refiners for scrap recovery and recycling of toxins.

Note: Additional fees may apply depending on the type of equipment, such as CRTs, Flat screen monitors, and methods of destruction required.

ETM PARTNERSHIP

TRANSITION MANAGEMENT

Questeq's Transition Manager is responsible for executing our comprehensive account transition process beginning immediately upon legal execution of the service agreement. The Transition Manager will provide detailed plans and constant communications during the one-month transition process.

Questeq's Client Relationship Manager will assume account responsibility upon the conclusion of our transition process.

CLIENT RELATIONSHIP MANAGEMENT

Questeq's Client Relationship Management (CRM) process is responsible for managing all aspects of Questeq's working relationship with the Crawford Central School District throughout the service agreement Term. Each party shall appoint a principal contact for management of the parties' relationship during the Term (each, a "Client Relationship Manager"). The Relationship Managers for each party shall be:

- Questeq: Eugene Sciulli
- Crawford Central School District: To be determined by the district administration

Each party may change its Client Relationship Manager in its discretion upon notice to the other party.

The CRM process will include the following:

1. Customer Satisfaction Reports

In order to assess overall effectiveness and user satisfaction with the services provided, Questeq will conduct surveys of users and stakeholders at the Crawford Central School District.

- ✔ *Overall Satisfaction Survey* – Surveys will be created and executed once a year and the results reviewed by Questeq and the district administrative team. Questeq will also share the results with the school board as part of the annual review.
- ✔ *Help Desk Request Transactional Survey* – Survey links will be included in every ticket response email that will allow submitters to provide feedback on the satisfaction of individual support transactions.

2. Report To The Client's Governing Body

At least once per fiscal year, Relationship Managers from Questeq and Client shall present a performance review to Client's governing body.

3. CRM Meetings

The CRM managers shall communicate regularly during the Term to review performance of this Agreement (including at minimum all collected performance reports and all pending planning requests) and to discuss any open issues including pending Change Order Requests. In the performance of the Agreement, Client will routinely be called on for various decisions and actions. Client agrees to respond to those requests with reasonable promptness.

EXHIBIT B - PRICING

Baseline values identified at the Crawford Central School District that were used to customize our ETM staff function are listed in the table below. Based on extensive experience across our portfolio of K-12 customers, changes to these variables impact ETM's functional capacity to deliver their defined strategic outcomes.

| Environment Variable | Baseline Value | Change Threshold |
|----------------------|----------------|--------------------------|
| Buildings | 8 | Each additional building |
| FTEs | 499 | >5% Increase in FTEs |
| Students | 3813 | >5% Increase in Students |

Proactive monitoring of these threshold changes will be performed in the Questeq CRM process throughout the term of the agreement. Additional staff or services may be required when threshold values are exceeded.

MULTI YEAR AGREEMENT PRICING

| Term | Fee |
|-----------|-----------|
| 2017-2018 | \$659,615 |
| 2018-2019 | \$672,807 |
| 2019-2020 | \$686,263 |
| 2020-2021 | \$699,988 |
| 2021-2022 | \$713,988 |

CHARGES AND PAYMENT

Questeq will invoice Client monthly for Services provided under this Agreement. Payment is due within (30) days of invoice date. Invoices which are not paid and are past due shall be subject to a monthly service charge of 10%. In no event will the service charge be greater than what is permitted by applicable law.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services.

Billed Invoice Mailing Location

Crawford Central School District
Attention: Business Manager
11280 Mercer Pike, Meadville, PA 16335

- ❖ *Equal monthly payments to be determined by the district business manager and Questeq accounting department.*

SERVICE EXCLUSIONS

Items specifically not included in this proposal include, without limitation, the following:

- ✘ Supplies and consumables including printer cartridges, toners, fusers, rollers, paper, and ink, etc.
- ✘ Supplies including but not limited to accessories such as headphones, microphones, wireless keyboards, mice, etc.
- ✘ Mobile device batteries
- ✘ Major removal or relocation of workstation equipment or furniture
- ✘ District website hosting fees
- ✘ District CIPA compliant content filtering yearly subscriptions
- ✘ Internet connection fees
- ✘ Grant writing and procurement of federal and state funding for IT purposes
- ✘ Electrical outlet installations

Disaster Recovery - Disaster recovery (DR) is the process, policies and procedures that are related to preparing for recovery or continuation of technology infrastructure which are vital to an organization after a natural or human-induced disaster. Disaster recovery focuses on the IT or technology systems that support business functions, as opposed to business continuity, which involves planning for keeping all aspects of a business functioning during disruptive events. Disaster Recovery services and hardware are not included, the Questeq Technology Director can provide disaster recovery strategy and budget recommendations.

Network Cable Installation (Low Voltage Wiring) - Major network cable installations services are not included. Major network cable installations are defined as runs that require any one of the following:

1. Lifts or ladders over 9 feet
2. Cutting through walls, ceilings, wood, block or any other building materials
3. Installations requiring more than five runs.
4. Installations near any materials containing Asbestos
5. Installations that require outside access

Questeq can facilitate proposals from multiple qualified low voltage wiring contractors as needed. Minor and emergency work can be provided by the onsite technology staff or the district facilities department.

Parts Required for Hardware Repairs – All parts required for hardware repairs will be procured through the district purchasing process.

Hanging or Mounting of Interactive Boards, TVs, and Projectors – Questeq’s Technology Director, with the assistance of the Clients Facilities and Maintenance department, can provide basic installation of boards, TVs and projectors. For large and time-constrained projects, Questeq can facilitate proposals from multiple qualified contractors as needed to hang or mount multimedia equipment.

Building Moves – Building projects, including building closures, consolidations, and new construction, will require proper planning and resources to complete in a timely manner. Additional Questeq resources needed to complete any building moves will require a separate proposal and fees.

❖ *Unless specified all required hardware, software and licensing is supplied by the Crawford Central School District*

EXHIBIT C - SERVICE LEVEL PERFORMANCE AGREEMENT (SLA)

The following detailed service parameters are the responsibility of Questeq in the ongoing support of this Agreement. The purpose of the SLA is to establish a standard procedure for all work requests and to document expectations of two-way accountability. Following these service procedures will provide the most efficient handling of technical work requests.

Policy

The SLA applies to any person using information technology resources at Client locations. The SLA applies to all hardware, software and network technical work requests. Work requests must be initiated through Questeq's Help Desk services group. Central processing allows work requests to be prioritized, assigned, tracked, and escalated, based on priority.

HELP DESK SLA

Questeq Help Desk Services provides first level technical support and technical work request management. A web based ticketing system will be used for all ticket tracking, routing, escalating and reporting. All calls are tracked based on our ACD phone System with a dedicated DID assigned to Client. In addition, all requests are logged/created in the web based application accessible to Client.

Work requests may be initiated through the following methods:

- ❖ Phone (Direct calls to Questeq staff cell phones is not supported)
- ❖ Email
- ❖ Web Submission
- ❖ Technical work requests can be submitted after hours by voicemail, email or web submission.

For each call received the Questeq Help Desk will:

- ✔ Register and assign a ticket number
- ✔ Classify and categorize incidents (e.g. determine impact)
- ✔ Resolve as many calls as possible
- ✔ Communicate as appropriate to other service providers to resolve service calls
- ✔ Communicate with all affected entities about issue progress
- ✔ Initiate crisis management procedures, escalation and contingency procedures as agreed

In order to properly resolve work requests the following information is required:

- ✔ Full name including middle initial
- ✔ Phone number or numbers
- ✔ Description of the technical problem including complete error messages if applicable
- ✔ Location of the technical problem
- ✔ Business processes affected and an indication if a work-around exists
- ✔ Client availability for communication purposes

Once a request has been received, priority assignment determines the response by Questeq.

Request Class

Questeq is responsible for determining and selecting the proper class of the request. This is accomplished by multiple attributes involving the location, case attributes and severity of the request.

The Help Desk application classes table is maintained and determined by Questeq and Client.

Request Priority

Selection of the proper class will result in automated assignment of the request priority set by Questeq and Client. The option for override by Questeq is available.

Maintenance of the Help Desk application priorities and SLA tables are the responsibility of Questeq and Client.

Request Routing

Routing of the request to responsible parties is determined by class and/or location. The option for override by Questeq is available.

The Help Desk application routing table is maintained and determined by Questeq and Client.

Service Provider Dispatch

As necessary, Questeq will route tickets through the web based system via an email and dispatch calls to the appropriate service provider while coordinating resolution.

Escalate as Required

Escalation of tickets will be routed to the appropriate onsite person or group through the web based application with notifications via email. If the Help Desk does not resolve the issue on the phone and is not identified as the technician group assigned to the issue, then proper troubleshooting will be performed and documented in the ticket and the ticket will automatically route and escalate as required with email notifications to those involved.

Service Interruption

It may be necessary for Questeq to interrupt technical services for repair or maintenance. Questeq will notify the Client via e-mail & phone for scheduled service outages. In addition, technical services can be interrupted for numerous reasons including weather emergencies, service provider outages, etc. Urgent notices will be made via telephone to designated Client personnel.

Work Request Status

Work request status information can be obtained by calling the help desk or by viewing requests online through the web portal.

Work Request Closure Requirements

The work request will be closed when the original work request has been resolved and any follow-ups have been completed.

Service Level Guidelines

1. Trouble requests designated as Level 1, 2 or 3 respectively will take priority. Move/Add/Change requests hold the lowest priority.
2. Response time is defined as the time Questeq takes to make direct contact with the requestor of the support ticket via phone or on site.
3. Resolution time is defined as the elapsed time between the date/time that the ticket is entered to the time that the requestor is satisfied that the issue has been solved and the ticket is closed by Questeq.

Priority Categories

The following table shows different priority levels for requests, a brief description of what constitutes each priority category, and timelines for problem response and resolution by Questeq.

| Severity | Description | Response Time | Resolution Time |
|-------------------------|---|----------------|-----------------|
| Level 1 | Critical system is down. Functions not usable. No workaround or alternative is available. Data is corrupted. Many end users are affected. Regulatory/legal deadlines will be missed. | 1 Business Day | 1 Business Days |
| Level 2 | Some functions are usable with severe restrictions. No workaround or alternative is available. Several end users affected. | 1 Business Day | 2 Business Days |
| Level 3 | Basic functions are usable with minor restrictions. Workaround or alternative is available. One or more end users affected. | 1 Business Day | 3 Business Days |
| Move/Add/Change Request | New / Added / Changed user requirements | 1 Business Day | 5 Business Days |

Move / Add / Change (MAC) Requests

Move / Add / Change (MAC) Requests will be prioritized and serviced based on business needs, facilities equipment availability, and external vendor involvement requirements.

NETWORK SERVICES AVAILABILITY

Questeq shall be permitted to cause the software applications and hardware, if any, to be inaccessible to Client to perform reasonable routine maintenance and upgrades during Planned Outages.

“Downtime” – is defined as an unplanned period of time that Client’s technology is shown to be unavailable by the Questeq Monitoring Application during the hours of 12:00am – 11:59 pm adjusted for any planned outages. Downtime does not include the inaccessibility of one or a limited number of users to the server/cloud, applications, printers or Internet. Downtime also does not include matters that are not within Questeq’s reasonable control including, without limitation, acts of any governmental body, war, insurrection, sabotage, embargo, vandalism, fire, flood, strike or other labor disturbance, interruption of or delay in transportation, unavailability of interruption or delay in telecommunications or third party services, including DNS propagation, domain name registration/transfer, failure of third party software or hardware or inability to obtain power for the equipment. Questeq shall exclude Downtime caused by Client’s inappropriate use of the end point technology.

“Available Time” – is defined as the total time in a given month that the technology is to be up and running as shown by the Monitoring Application less time scheduled for a Planned Outage.

“Planned Outage” – is a scheduled event for Routine Maintenance and Upgrades for technology within the district. Planned Outages are subject to and working around any scheduled or needed use of the school facility. Questeq shall provide Client and its users with notice of any scheduled Planned Outage. Should the District wish to reschedule the event due to school needs or functions subsequent downtime will be excluded until the Planned Outage occurs.