



PACIFIC EDUCATION TECHNOLOGY INCORPORATED
(DBA **BONSAI**)
PO Box 146, Orinda, CA 94563
Phone: 925-494-2101 | Fax: 510-295-2409
contracts@bonsaiteam.org

CONTRACT ISSUE DATE: July 25, 2019 | CONTRACT # 7130-19-2

I. Client:

Name: East Bay Innovation Academy
Address: 3800 Mountain Blvd
Oakland CA 94619

This agreement represents a CONTRACT for services between PACIFIC EDUCATION TECHNOLOGY INCORPORATED (DBA **BONSAI**) and CLIENT.

II. Bonsai Technology Services

1. Bonsai Foundational IT Services

- a. Ongoing school-wide technology and Ed-Tech program planning throughout the year, including client management meetings, technology advisory, research, and consulting, onsite or remote as required, provided within the broader onsite time budget outlined in the terms below.
- b. Ongoing network and infrastructure management. Establish architecture, improvement plans, and maintain all aspects of school network infrastructure including internet services, wireless, wired network, security policies, and firewall.
- c. Provides remote support for monitoring, management, preventative maintenance, and troubleshooting with regular and emergency-response based onsite visits when needed.
- d. Tracking of school-wide technology assets and planning for replacements of equipment
- e. Implementing and management of Google Suite for Education, including setup of user accounts, cloud storage, and backup strategy.
- f. Management of vendors and partners related to IT at the school, including subcontracted IT services.

2. Bonsai Student Device Support

- a. Device level support including maintenance, software upgrades, and establishing management strategies.
- b. Unlimited remote based tech support. The school agrees to maximize and facilitate remote support and remote planning as much as possible.

3. Exclusions - items not included in this contract that can be provided at an additional cost:

- a. Specific project-based work, including hardware purchases/upgrades and implementation, is not included. Examples include major Wi-Fi network and classroom projector/display installations and upgrades.
- b. Any hardware or software technology, including servers, phones, PAs, or any other product or solution not specifically mentioned below.
- c. Does not include A/V projector maintenance, cleaning, or repairs.
- d. **Does not include support for faculty and staff devices.**

III. Pricing

Bonsai Technology Services	Pricing
Bonsai Foundational IT Services (inc Network Management) Bonsai Student Device Support	\$2,100/month
Bonsai One-time Setup Fee for Technology Services	\$2,000
TOTAL	\$2,100/month + \$0 Setup Fee

IV. Terms & Conditions

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1. **Onsite time** - Includes up to ~~70~~ 70 hours annually of onsite visits in support of the services described above. Additional on-site hours are \$75/hour per person. However, before any additional hours are completed or invoiced both the Client and Bonsai will agree upon hours and services to be provided.
2. **Student Devices Covered** - Student devices are defined as laptops, tablets, iPads, Chromebooks, or lab computers used by students. Currently the number of devices included in this CONTRACT is **Up to 800 Devices**. Should the number of student devices increase by more than 10% during the service term, the monthly costs may increase. Such an increase would require Client approval of a new CONTRACT. All devices older than 5 years are supported on a "best effort" basis.
3. **Printers** - Support for 6 major printers/copiers are included. Additional printers/copiers can be supported for an additional cost.
4. **CONTRACT Service Term** - The CONTRACT Service Term will be from **Aug 1, 2019 to June 30, 2021**.
5. **Billing Terms**
 - a. The school will be invoiced for this CONTRACT in **quarterly payments** (3 X the monthly payment), due at the beginning of each quarter (Jan 1, Apr 1, July 1, Oct 1).
 - b. The initial payment (pro-rated for the initial quarter) and the one-time "Setup Fee" are due and payable on the day the contract is initiated.
6. **Expiration** - This CONTRACT will expire 30 days after the "Contract Issue Date" listed at the top of this agreement unless signed prior to 30 days. If the contract expires a new contract will need to be issued.
7. **Terms of Service** - All other Terms of Service for this CONTRACT are bound fully within and controlled by the CLIENT's MASTER SERVICES AGREEMENT (MSA) with BONSAI. Should any terms of this CONTRACT conflict with those of the MSA, the terms of the MSA shall prevail.

V. Services Agreement

Client acknowledges having read these terms and conditions and agrees to this services agreement.

Client Agreed and Accepted

CLIENT Signature:

Michelle Cho

Printed Name:

Michelle Cho

Title:

COO/CFO

Date:

7/25/19

BONSAI Signature:

Byron Kennedy

Printed Name:

Byron Kennedy

Title:

CEO

Date:

7/25/19