

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: Dec 14, 2018 | CONTRACT # 7130-18-1

I. Client:

Name: East Bay Innovation Academy (EBIA)

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 consulting, planning including client management meetings and plan revisions throughout the year.
- 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. Support for 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 one-time project-based work, including hardware upgrades and implementation is not included. Examples include major Wi-Fi network upgrades and classroom A/V display projects.
  - b. Any hardware or software technology, including servers, phones, or any other product or solution not specifically listed below.
  - c. Does not include services for A/V projector maintenance, cleaning, or repairs.

Bonsai Technology Services	Pricing
Bonsai Foundational IT Services (inc Network Management) Bonsai Student Device Support	\$1,500/month
Bonsai One-time Setup Fee for Technology Services	\$3,000
TOTAL	\$1,500/month + \$3,000 Setup Fee

## IV. Terms & Conditions

- 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 <u>Up to 800 Devices</u>. Should the number of student devices increase by more than 5% 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.
- 2. **Printers** Support for 8 major printers/copiers are included. Additional printers/copiers can be supported for an additional cost.
- 3. CONTRACT Service Term The CONTRACT Service Term will be from Jan 1, 2019 to July 31, 2019.
- 4. 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 90 days after the "Contract Issue Date" listed at the top of this agreement unless signed prior to 90 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 <u>MASTER SERVICES AGREEMENT (MSA)</u> 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:	BONSAI Signature:	
Printed Name:	Printed Name:	
Title:	Title:	
Date:	Date:	