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License# 938689

## GENERAL SERVICE AGREEMENT

**THIS GENERAL SERVICE AGREEMENT (the "Agreement") dated this 24th day of May, 2018**

### BETWEEN

YPI Charter Schools, 9400 Remick Street, Pacoima, CA 91331 (the "Customer")

- AND -

AAA Network Solutions, Inc. of 8401 Page St. Buena Park, CA 90621  
(the "Service Provider"), a licensed contractor with the State of California; license# 938689.

### BACKGROUND:

- A. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
- B. The Service Provider is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and the Service Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### 1. Services Provided

The Customer hereby agrees to engage the Service Provider to provide the Customer with services (the "Services") consisting of:

- o See attached summary cost proposal for Erate Eligible Category 2 Products & Services:
  - 1. Network Equipment for \$71,692.87

The Services will also include any other tasks which the Parties may agree on. The Service Provider hereby agrees to provide such Services to the Customer.

#### 2. Term of Agreement

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

Except as otherwise provided in this Agreement, the obligations of the Service Provider will terminate upon the earlier of the Service Provider ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Service Provider.

3. **Performance**

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

4. **Currency**

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

5. **Compensation**

For the services rendered by the Service Provider as required by this Agreement, the Customer will provide compensation (the "Compensation") to the Service Provider of \$71,692.87.

The Compensation will be payable upon the following terms:

Payment in full is due NET30 from completion.

6. **Additional Compensation**

In addition to the Compensation, the Service Provider will be entitled to the following additional compensation for performing the Services:

- **Approved change order work**

7. **Special Contract Provisions**

The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State's procurement regulations, and the E-Rate program rules.

Applicant reserves the right to:

- 1) Not proceed with contracted products/services unless approved by Applicant Board,
- 2) Not proceed with contracted products/services unless E-Rate funding is approved,
- 3) Not proceed with contracted products/services if E-Rate funding is lower than requested,
- 4) Optionally proceed with contracted products/services with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest,
- 5) Optionally proceed with contracted products/services with 'same functionality' products as needed (service substitution).

Vendors must not deliver products or start work before being so advised in writing, and in no case prior to April 1 preceding the start of the funding year.

Vendor will invoice Applicant only for its Applicant share of cost, regardless of: when the project is initiated or whether FCDL has been issued before project start. All invoices will show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. Vendor will invoice USAC for reimbursement of the E-Rate discounted amount via the Service Provider Invoicing (SPI) method. Invoices for non-recurring costs must not be dated prior to July 1 of the relevant funding year, even if Applicant authorizes early implementation.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, will not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

Additionally, Applicant has the right to conduct acceptance procedures such as equipment testing or a walk through before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

Contract expiration date is explicitly 9/30/2019. The parties shall have the right to mutually agree to extend the delivery and expiration date of this project in the event of delayed FCDL. Applicant and Vendor agree that the contract may additionally be extended as needed for Applicant convenience.

#### 8. **Provision of Extras**



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The Customer will not provide any assistance or extras for use by the Service Provider in providing the Services.

9. **Reimbursement of Expenses**

The Service Provider will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Service Provider in connection with providing the Services hereunder.

The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

10. **Ownership of Materials and Intellectual Property**

All intellectual property and related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Service Provider. The Customer is granted a non-exclusive limited-use license of this Intellectual Property.

Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Service Provider.

11. **Capacity/Independent Contractor**

In providing the Services under this Agreement it is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

12. **Notice**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

- a. YPI Charter Schools  
9400 Remick Street  
Pacoima, CA 91331
  
- b. AAANetwork Solutions, Inc.  
8401 Page St  
Buena Park, CA, 90621  
Email: [khippard@aaansi.com](mailto:khippard@aaansi.com)

or to such other address as any Party may from time to time notify the other.

13. **Limitation of Liability**

It is understood and agreed that the Service Provider will not be liable to the Customer or any agent or associate of the Customer, for any mistake or error in judgment or for any act or omission done in good faith and believed to be within the scope of authority conferred or implied by this Agreement.

14. **Costs and Legal Expenses**

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

15. **Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

16. **Time of the Essence**

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

17. **Assignment**

The Service Provider will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

18. **Entire Agreement**

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

19. **Enurement**

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

20. **Titles/Headings**

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

21. **Gender**



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Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**22. Governing Law**

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**23. Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**24. Waiver**

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this 24th day of May 2018.

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|--|--|
|  | YPI Charter Schools (Customer)<br>Per: _____                 |
|  | AAA Network Solutions, Inc. (Service Provider)<br>Per: _____ |