

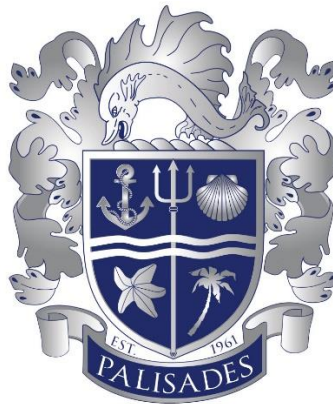


Datalink Networks, Inc.
28110 Avenue Stanford, Unit A
Santa Clarita, CA 91355
www.datalinknetworks.net

877-IT-SERVE (M-F 8a-5p)
866-597-9653 (After Hours)

DATALINK NETWORKS, INC. MANAGED SERVICES AGREEMENT

Prepared for: Palisades Charter High School



Date: August 01, 2022
Client Sponsor: Juan Pablo Herrera

I have read and understand the contents of this page:

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**DATALINK NETWORKS, INC.
MANAGED SERVICES AGREEMENT
PALISADES CHARTER HIGH SCHOOL**

This Managed Services Agreement (Agreement) is made and entered into as of August 01, 2022 by and between the following parties: Datalink Networks, Inc. (Datalink Networks), having its place of business at 28110 Avenue Stanford Unit A, Santa Clarita, CA 91355 and Palisades Charter High School (Client) having its place of business at 15777 Bowdoin St, Pacific Palisades, CA 90272.

BACKGROUND

This Agreement governs Palisades Charter High School's engagement of Datalink Networks, Inc. to provide certain K-12 Education Consulting Services and Managed IT Services. The General Terms and Conditions comprising the body of this Agreement set forth the general terms of such appointment. The services and rates, to be provided by Datalink Networks, Inc., are detailed in exhibits attached to this Agreement.

AGREEMENT DOCUMENTS

The parties agree to be bound by this Agreement, which consists of this Signature Page, the General Terms and Conditions, and the exhibits indicated below:

- Exhibit A – Description of SIS/ED-TECH Services
- Exhibit B – Detail of Estimated Monthly Costs
- Exhibit C – Term, Termination and MSP SLA
- Exhibit D – Datalink Networks Rate Chart
- Exhibit E – Datalink Networks SIS-LMS Support Team
- Exhibit F – SIS and Ed-Tech Help Desk Services / Endpoint Help Desk Services

The duly authorized representatives of each of the parties have executed and delivered this Agreement as of the Effective Date.

Datalink Networks, Inc.

Palisades Charter High School

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

I have read and understand the contents of this page:

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**DATALINK NETWORKS, INC.
GENERAL TERMS AND CONDITIONS**

1. TIMING AND LOCATION OF SERVICES

Datalink Networks will perform Services described in Exhibit A of this Agreement. Any professional services work may be performed at either at Client offices or Datalink Networks offices.

2. CONTRACT RETAINER/PAYMENT TERMS

Datalink Networks will submit a monthly retainer invoice to Client for services to be delivered each month. Contract retainer payments are due to Datalink Networks on or before the first day of the month in which the services and/or labor are to be performed.

Datalink Networks will provide a contract statement at the end of each month for services performed. The contract statement shall include each contract resource, total hours worked during the month, billing rate and retainer balance. Any positive balance(s) will be carried forward and be applied to the next month retainer invoice. Any negative retainer balance(s) will be billed to Client and Client agrees to pay within 20 days of invoice date, in accordance with Payment Terms stated herein.

All other purchases, including monthly retainer overages, are due to Datalink Networks 20 days from invoice date. Purchases and/or projects more than \$10,000 require 50% deposit. Datalink Networks has the right, in its sole and absolute discretion, to suspend Services upon failure to remit payment within 30 days of billing, until payment is brought current. Any fees associated with the collection of payment will be the sole responsibility of the Client. Datalink Networks, Inc. reserves the right to withhold the provision of goods and/or services, to assess interest charges at the lesser of 1.5% per month (18% APR), or the maximum allowed by law, and to rescind all discounts granted on goods and/or services, in the event of Client failure to abide by the payment terms stated herein. Should any portion of an invoice be under dispute, Client is obligated to pay the undisputed amount in accordance with stated payment terms. This document supersedes any other written or oral agreement between the parties.

Notwithstanding Section 15 of this Agreement, the Standard Hourly and Discounted Rates, reflected in Exhibit D, are subject to change upon notice by Datalink Networks, at the sole and absolute discretion of Datalink Networks, and shall take effect upon the effective date reflected in the notice.

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3. CONFIDENTIALITY

a. **Treatment of Confidential Information** Each party to this Agreement hereby acknowledges and agrees that, in connection with this Agreement, each party will receive, prepare, create, use, observe, possess, control, or otherwise acquire certain confidential information. Each party to this Agreement hereby agrees (i) to maintain all such confidential information in strict confidence (ii) not to, whether directly or indirectly, reveal, report, publish or disclose any such confidential information to any person, firm or other entity not expressly authorized by the other party to this Agreement, in writing, to receive such confidential information, and (iii) not to use, whether directly or indirectly, any such confidential information in any way other than for the purposes of this Agreement.

b. **Enforcement by Injunction**

Each party to this Agreement hereby acknowledges and agrees that the subject matter of this Agreement and all Confidential Information are unique, that the services of Datalink Networks embodied in Datalink Networks' methods and techniques and Datalink Networks' list of Clients, customers and other contacts constitute trade secrets and are valuable assets of Datalink Networks, that the Client's services, methods, techniques, and customer information constitute trade secrets and valuable assets of the Client, and that any violation of this Section 3 would cause irreparable injury to either party and that monetary damages would not provide an adequate remedy to such party. Therefore, each party to this Agreement hereby agrees that if it breaches, or threatens to commit a breach of, any of the restrictive provisions of this Section 3, the other party will have the following rights and remedies, each of which will be independent of the other and severally enforceable, and all of which will be in addition to, and not in lieu of, any other rights and remedies available to such party, whether at law, in equity, pursuant to this Agreement or otherwise:

(1) The right and remedy to have each of the restrictive provisions set forth in this Section 3 specifically enforced by any arbitrator or court having equity jurisdiction, all without the need to post a bond or any other security or to prove any amount of actual damage or that money damages would not provide an adequate remedy; and

(2) The right and remedy to require such party to this Agreement (i) to account for and pay over to the other party all compensation, profits, monies, accruals, increments or other benefits derived or received by such party to this Agreement or any other party deriving such benefits (whether directly or indirectly) as a result of any such breach or threatened breach of the foregoing; and (ii) for a period of two years following the termination of this Agreement, to indemnify the other party, its managers, members, officers, employees, agents, attorneys, successors and assigns



against any other losses, damages (including special and consequential damages), costs and expenses, including reasonable attorneys' fees and court costs, which may be incurred by it and which result from or arise out of any such breach or threatened breach of the foregoing.

4. OWNERSHIP OF WORK PRODUCT

It is the express intention of the parties that Client shall at all times be and shall remain the sole and exclusive owner of all rights of any kind whatsoever in and to any deliverables, material and any other results and proceeds of Datalink Networks' Services hereunder (all of the foregoing may hereinafter be referred to as the "material"), if any, except with respect to Datalink Networks' proprietary technology. Datalink Networks agrees that all material and all other results and proceeds of its Services and those of its employees, consultants, and subcontractors and each aspect thereof is, to the extent possible under law, a "work made for hire" (as defined in the United States Copyright Act of 1976 or other applicable laws). Accordingly, Client shall be considered the author of the material for all purposes and shall be and remain at all stages of completion, the sole and exclusive owner of the material and all right, title, and interest therein.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

The parties and their respective agents, employees, representatives, contractors, and subcontractors, if any, warrant, represent, and covenant that during the pendency of this Agreement and for two years thereafter they shall not either directly or indirectly use any proprietary, confidential, or trade secret information of the other party, except as required for the purposes of this Agreement. The parties and their respective agents, employees, representatives, contractors, and subcontractors, if any, further warrant, represent, and covenant that during the pendency of this Agreement and for two years thereafter they shall not solicit, call upon, hire, retain or otherwise induce any of the other party's employees, agents, representatives, contractors, subcontractors, or vendors to cease their employment or other relationship with the other party or become employed or otherwise retained or hired by the first party or anyone acting on its behalf.

6. TRAVEL EXPENSE

Normal travel charges apply for onsite visits as shown in Datalink Networks Rate Chart, Exhibit D. Client shall also pay any additional travel expenses, including, but not limited to, airfare, lodging, car rental and meals, when such travel is deemed necessary by Datalink Networks to fully service Client in accordance with this Agreement, and is approved by Client.

7. SUPPORT SERVICES

Certain work during this contract may require Client to provide Datalink Networks onsite office space, telephone, and network access. necessary for Datalink Networks to perform Services described in Exhibit A of this Agreement. Datalink Networks and Client will agree on space and support services to be provided at the beginning of the



contract term, or as the need arises.

8. RELATIONSHIP OF PARTIES

It is understood by the parties that Datalink Networks personnel are independent contractor(s) with respect to Client and are not employees of Client. Client will not provide fringe benefits, including, but not limited to, health insurance benefits, paid vacation, workers compensation insurance, or any other employee benefit, to Datalink Networks personnel.

9. INJURIES

Datalink Networks acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Datalink Networks personnel. Datalink Networks waives any rights to recovery from any injuries that Datalink Networks personnel and representatives may sustain while performing Services under this Agreement that are a result of the negligence of Datalink Networks personnel.

10. INDEMNIFICATION

Each party agrees to indemnify and hold the other party and its directors, officers, employees, agents, affiliates, successors, and assigns harmless from and against all claims, damages, losses, expenses, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, or fees (including actual professional and attorney's fees) arising out of, related to, or resulting from any negligent or more culpable act or omission, with each party's standard of due care being the standard required of a qualified professional in their respective industry.

11. HIRING FEE

Should Client desire to employ or contract directly with Datalink Networks personnel (personnel defined as a current or former employee, representative or independent contractor of Datalink Networks, within the past 12 months), either during or at the conclusion of this Agreement, Client shall pay a hiring fee to Datalink Networks equal to one hundred twenty-five percent (125%) of that person's current annual compensation. This hiring fee shall remain in effect for two years after termination or cancellation.

12. ATTORNEYS FEES

In the event of any dispute arising out of this Agreement, the prevailing party shall be entitled to recover its actual attorney fees and costs incurred in connection with the dispute.

13. INSURANCE COVERAGE

Datalink Networks Inc. shall maintain, at Datalink Networks Inc. own expense, all insurance reasonably required in connection with this Agreement or any SOW, including but not limited to, workers compensation, commercial general liability, cybersecurity, and comprehensive umbrella with policy limits, as applicable, not less



than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. All the insurance policies described herein will not be canceled, materially changed or renewal refused.

14. VENUE

The venue for any dispute between the parties shall be with the Los Angeles County Superior Court, North Valley District.

15. ASSIGNMENT

Neither party shall assign this Agreement or delegate any duties hereunder without the express prior written consent of the parties.

16. MODIFICATION OR AMENDMENT

With exception to Exhibit D, as indicated in Section 2 of this Agreement, no modification or amendment to this Agreement shall be effective unless in writing and signed by all parties to this Agreement.

17. INJUNCTIVE RELIEF

The parties shall be entitled to injunctive or other extraordinary relief in this Agreement to prevent any party from violating the Confidentiality (Section 3) and/or Hiring (Sections 5 and 11) provisions of this Agreement.

18. GOVERNING LAW

This Agreement and each party's performance and actions shall be governed, interpreted, and construed according to California law.

19. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's control, including, without limitation: acts of God, flood, fire, wildfire, earthquake, natural disaster, explosion, war, unrest, riot, peaceful protest, invasion, hostilities, terrorist threats or acts, government order or actions, national or regional emergency, strikes, labor stoppages or interruption of public utilities. The impacted party shall give notice immediately of the force majeure event to the other party stating the period of time the occurrence is expected to continue. The impacted party shall use all reasonable efforts to end the failure or delay and ensure the effects of the force majeure event are minimized. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. For clarity and avoidance of doubt, acts of cyberwarfare, cyberterrorism, hacking, malware, cyberattack, or other virus-related incidents that circumvent any protocols in place to prevent such incidents are not force majeure events.



20. SEVERABILITY

If one or more of the provisions of this Agreement is invalid, illegal, or unenforceable, said illegality, invalidity or unenforceability shall not affect the remainder of this Agreement.

21. COUNTERPARTS

This Agreement may be signed in counterparts and by facsimile. An electronic or facsimile signature shall be deemed an original.

22. ENTIRE AGREEMENT

This Agreement, which consists of the Signature Page, the General Terms and Conditions, and the exhibits indicated on the Signature Page, contains the entire Agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

I have read and understand the contents of this page:

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EXHIBIT A
DESCRIPTION OF SIS – ED-TECH SERVICES
PALISADES CHARTER HIGH SCHOOL

During the pendency of this Agreement, Datalink Networks will provide the following labor coverage for all engineering support listed below (collectively, Services). Datalink Networks requires Client to maintain and provide Datalink Networks with copies of signed manufacturer maintenance contracts for all hardware covered under this Agreement.

SIS AND LMS CONSULTING SERVICES

- Provide discovery and assessment services of current SIS and LMS Systems
- Lead programmer and analysts to create standard and customized reports
- Integrate SIS and LMS Systems to create data transfers between systems
- Deliver reporting and presentations to PCHS Sr. Leadership and School Board of findings recommendations, staffing, and programs
- Lead PCHS specialists in administration of the SIS and LMS systems and training of the campus community
- Deliver SIS Reports to school administration and faculty
- Assist in the Integration and dataflow of SIS and LMS Systems
- Provide Help Desk Support to administrators and faculty for SIS and LMS Systems

ED-TECH AND CTE CONSULTING SERVICES

- Provide Needs Assessment review of school education programs
- Make recommendations and plans to address both short- and long-term Ed-Tech goals
- Develop calendar and action plan to meet school goals
- Provide support for operational reporting the following areas: facility usage, lockers, security, campus access, asset inventory, device tracking
- Plan school funding strategies, and provide leadership and training to staff members on finding and receiving grant awards
- Identify 1:1 Program goals and objectives, and advise PCHS student device program
- Provide Help Desk Support Services for PCHS IT Department

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EXCLUSIONS: SERVICES DO NOT INCLUDE

- The cost of any manufacturer license support for SIS/ LMS Platform
- The cost of direct manufacture support of SIS /LMS Platform
- Products and services to bring SIS or LMS environment up to minimum standards require
- The cost of any parts, equipment, or shipping charges of any kind
- The cost of any software, licensing, or software renewal or upgrade fees of any kind
- The cost of any third-party vendor or manufacturer support, product replacement services, or incident fees of any kind
- Products and services to bring end user's environment up to minimum standards required for services
- Failure due to acts of God, building modifications, power failures, cloud service failures or other adverse conditions or factors

DATALINK NETWORKS 24x7x4 CONTRACT MANAGEMENT INCLUDES:

On an ongoing basis, Datalink Networks' Account Managers will review with Client the following:

- Monthly Review of SIS-LMS and Ed Tech Service Delivery
- Invoicing or billing issues
- Upcoming project(s) support requirements

I have read and understand the contents of this page:

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EXHIBIT B
DETAIL OF ESTIMATED MONTHLY COSTS
PALISADES CHARTER HIGH SCHOOL

Monthly Contract Retainer Client will pay a monthly retainer in the amount of \$26,000.00 for Semester #1 and \$22,750.00 for Semester #2, plus: One-Time Costs below, any negative monthly retainer balances, Help Desk Services consumed and the cost of monitoring for Services as detailed in Exhibit A of this Agreement.

All payment will be made to Datalink Networks in accordance with the payment terms specified in Section 2 of this Agreement. Datalink Networks will invoice Client for all charges applicable to this Agreement. Any additional time provided during the month will be billed to Client at the Discounted Hourly Rates reflected in Exhibit D. Notwithstanding Section 15 of this Agreement, the Standard Hourly and Discounted Rates, reflected in Exhibit D, are subject to change upon notice by Datalink Networks, at the sole and absolute discretion of Datalink Networks, and shall take effect upon the effective date reflected in the notice.

One Time Costs

Assessment and Reporting Services

	Description	Estimated Cost
Deliverable #1	Infinite Campus and Schoology Integration and Support Technical Support for SIS and LMS integration and Management Sr. Consultant <ul style="list-style-type: none">• Discovery and Assessment Report /Initial Technical Evaluation• Est. 80 hrs. @ 150.00/hr (SIS and LMS)• Due Sept 2022	\$ 12,000.00
Deliverable #2	Ed-Tech Program Review and Strategic Plan <ul style="list-style-type: none">• Assessment and Milestones• Program Design and Recommendations• Calendar• Staffing and Budget• Est 50 hrs @ 150.00/hr	\$ 7,500.00
Total One Time Costs		\$ 19,500.00

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Monthly Contract Service Fees

	Description	Monthly Retainer
Deliverable # 1A	SIS – LMS Reporting Systems Sr. Design Consultant	
Semester #1	<ul style="list-style-type: none"> • Provide Strategic Leadership • Infinite Campus-Schoology Program Integration • Report alignment with School Requirements • Staff Systems Training 	\$ 9,750.00 (S1)
Semester #2	<ul style="list-style-type: none"> • Semester #1 – Est 15 hrs/wk @ 150.00/hr (20 weeks) • Semester #2 – Est 10 hrs/wk @ 150.00/hr (20 weeks) 	\$ 6,500.00 (S2)
Deliverable # 1B	SIS – LMS Reporting Systems Sr. Operations Consultant	
Semester #1	<ul style="list-style-type: none"> • Provide ongoing technical services to support Infinite Campus-Schoology Systems • Help Desk Support • Plant Operations • Ed-Tech Integration • Reporting and System Maintenance Support 	\$13,000.00 (S1)
Semester #2	<ul style="list-style-type: none"> • Semester #1 – Est 40 hrs/wk @75.00/hr (20 weeks) • Semester #2 – Est 40 hrs/wk @75.00/hr (20 weeks) 	\$13,000.00 (S2)
Deliverable # 2	Ed Tech Sr. Operations Consultant	
Semester #1	<ul style="list-style-type: none"> • Provide On Going Ed Tech Program Support • Program Design • Program Assessment • Staff Training • Grant Consulting 	\$ 3,250.00 (S1)
Semester #2	<ul style="list-style-type: none"> • Semester #1 – Est 5 hrs/wk @ 150.00/hr (20 weeks) • Semester #2 – Est 5 hrs/wk @ 150.00/hr (20 weeks) 	\$ 3,250.00 (S2)
Total Monthly Retainer	Semester #1	\$26,000.00 (S1)
	Semester #2	\$22,750.00 (S2)

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EXHIBIT C
CONTRACT TERM, TERMINATION AND SLA
PALISADES CHARTER HIGH SCHOOL

TERM/TERMINATION

The term of this Agreement shall be for 11 months commencing on August 01, 2022 and ending on June 30, 2023. This Agreement shall automatically renew each year, for an additional year, if Client does not submit a written cancellation notice a minimum of 30 days prior to contract expiration.

EARLY TERMINATION

Client shall have at its option the ability to terminate this contract early if Datalink Networks is not providing Services as outlined herein. Client may cancel this contract with 30 days written notice to Datalink Networks. Datalink Networks shall have at its option the ability to terminate this contract early with 90 days written notice to Client.

SUPPORT SERVICE LEVEL AGREEMENT (SLA)

Datalink Networks operates a 24x7 Helpdesk that is staffed with a Professional Service Manager. We receive requests through email or phone request to our service department. Datalink Networks provides the following service level guarantees to Client for Priority 1 and Priority 2 issues:

- **Remote service (phone/data response) within one-hour 24x7x1**
- **On-Site service within four-hours 24x7x4**



EXHIBIT D

DATALINK NETWORKS RATE CHART

PALISADES CHARTER HIGH SCHOOL

Revised 4/1/2022 Please call the Datalink Networks' Service Department at 877-487-3783 for the most timely response. This number is for

Service Level	Description of Work	Day of Week	Hours (Pacific Time)	Standard Hourly Rate	Discounted Hourly Rate
Level 3 Engineering Service	Systems planning integration and troubleshooting, cloud and Data-Center architecture and design. Unified communications design, advanced networking, fire wall and security installations and troubleshooting.	Regular Hours Monday - Saturday	8:00am - 7:00pm	280.00	250.00
		After Hours Night/Sun/Holiday	7:00pm - 8:00am	420.00	250.00
Level 2 Engineering Service	Server, storage, basic networking and cloud computing installation and troubleshooting services. System and network documentation. Project management.	Regular Hours Monday - Saturday	8:00am - 7:00pm	235.00	210.00
		After Hours Night/Sun/Holiday	7:00pm - 8:00am	352.50	210.00
Level 1 Engineering Service	Scheduled endpoint/shared devices services, including desktop, laptop and printer set up, PC imaging, printer, desk phone, etc. Incidental , unscheduled, endpoint troubleshooting in the absence of a Help Desk Service Agreement, or outside of regular Help Desk Service Hours.	Regular Hours Monday - Saturday	8:00am - 7:00pm	117.00	84.00
		After Hours Night/Sun/Holiday	7:00pm - 8:00am	175.50	84.00
Help Desk Service (If included herein)	Troubleshooting and remediation of specified Client users and their MONITORED endpoint/client devices, including laptops, mobile phones, desktops and tablets, and MONITORED shared devices such as printers, scanners, fax machines and desk phones.	Regular Hours Monday - Friday	6:00am - 6:00pm	N/A	84.00
		After Hours Night/Weekend/Holiday	N/A	N/A	N/A

Onsite Services	Remote Services
<p>A four-hour minimum charge, plus travel charge, per incident, applies to onsite work performed during regular hours.</p> <p>A four-hour minimum charge, plus travel charge, plus \$500 emergency fee, per incident, applies to onsite work performed after hours. Emergency fee is waived with current, annual service contract.</p> <p>Changes or cancellations to any onsite visit must be made a minimum of two business days prior to the visit. Changes or cancellations to onsite visits made less than two business days prior may incur a \$500 cancellation fee, subject to the discretion of Datalink Networks' management.</p> <p>Discounted Hourly Rates above applied to engineering and technical services provided under a current, annual Managed Services Agreement during the specified time periods specified above. Otherwise, Standard Hourly Rates apply.</p> <p>Travel is charged at \$195 per visit within Los Angeles County and \$225 per visit outside of Los Angeles County.</p> <p>Should client desire to employ or contract directly with Datalink Networks personnel (personnel defined as a current or former employee, representative or independent contractor of Datalink Networks, within the past 12 months), either during or at the conclusion of this Agreement, client shall pay a hiring fee to Datalink Networks equal to one hundred twenty-five percent (125%) of that person's current annual compensation. This hiring fee shall remain in effect for two years after termination or cancellation.</p> <p>This rate chart must be signed and dated by the Client. Datalink Networks' terms of payment for all professional services are "Net 20 Days". Customer agrees to pay Datalink Networks within these terms. Any fees associated with the collection of payment will be the sole responsibility of the Client. Datalink Networks, Inc. reserves the right to withhold the provision of goods and services, and to assess interest charges at the lesser of 1.5% per month (18% APR), or the maximum amount allowed by law, in the event of client failure to abide by the payment terms stated. Failure to remit payment within the above stated terms will result in the forfeiture of any and all discounts granted. This document supersedes any other written or oral agreements between the parties. The Standard Hourly and Discounted Rates reflected here are subject to change upon notice by Datalink Networks, at the sole and absolute discretion of Datalink Networks, and shall take effect upon the effective date reflected in the notice.</p>	<p>A half-hour minimum charge per incident applies for remote service and phone support performed during regular hours.</p> <p>A two-hour minimum charge, plus \$500 emergency fee, per incident, applies for remote service and phone support performed after hours. Emergency fee is waived with current, annual service contract.</p>
<p>Name: _____</p> <p>Title: _____</p> <p>Company: _____</p>	<p>Signature: _____</p> <p>Date: _____</p>

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EXHIBIT E
IT SUPPORT REQUEST PROCEDURE
DATALINK NETWORKS SIS /LMS /ED-TECH SUPPORT TEAM
PALISADES CHARTER HIGH SCHOOL

Support Requests

(Pacific Time)

Regular Business Hours

(Monday – Friday 8am-5pm, Excluding Holidays)

Sandra Rodriguez, Professional Services Manager

661-294-8825

srodriguez@datalinknetworks.net

After Hours Emergency Support

(Monday – Friday 5pm-8am, Saturday – Sunday 24 hours, Holidays)

866- 597-9653 – After Hours Line

877- 487-3783 – Main Customer Number

Datalink Networks SIS and ED-TECH Support Team

Ed-Tech Program Manager - Lindsey Surendranath

lsurendranath@datalinknetworks.net

SIS -LMS Program Manager - Patrick Mount

pmount@datalinknetworks.net

Account Manager – Brian Wisdom

661-705-8395

brianw@datalinknetworks.net

Account Manager – Colby Norwood

661-705-8395

cnorwood@datalinknetworks.net

Professional Services Manager – Sandra Rodriguez

661-294-8825

srodriguez@datalinknetworks.net

Accounting and Billing – Michael Montemayor

661-294-8836

michaelm@datalinknetworks.net

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EXHIBIT F
MONTHLY HELP DESK SERVICES
INCLUDED IN THIS AGREEMENT
PALISADES CHARTER HIGH SCHOOL

GENERAL TERMS AND CONDITIONS

All Terms and Conditions in Sections 1-22 of this Agreement are applicable to Help Desk Services.

HELP DESK SERVICES – INFINITE CAMPUS AND SCHOOLOGY

Help Desk Services are defined as direct support of Client's specified users and the access and useability of Infinite Campus SIS services, and Schoology LMS services. Rates for Help Desk support for these two platforms are as published above in Exhibit B.

HELP DESK SERVICES – ENDPOINT DEVICES

All endpoint/client devices, including laptops, mobile phones, desktops, and tablets, as well as shared devices such as printers, scanners, fax machines and desk phones. Users covered under this Help Desk Services Option must be specified by name and listed herein. Endpoint and shared devices covered under Help Desk Services **MUST** be monitored as described in Exhibits A and B of this Agreement. Covered users and devices may be updated by Client as necessary.

Help Desk Services include troubleshooting and remediation of these endpoint and shared devices. Help Desk Services **DO NOT** include any services that can be scheduled, such as device maintenance, patching, imaging, set up of new devices, etc. Any necessary/requested services such as these will be billed as additional support under Client's MSP Agreement.

IN-SCOPE HELP DESK SERVICES (INCLUDED)

- Support devices running current Microsoft Windows 10 or 11 OS and current Apple OS's
- Open a ticket with business application vendors and ISP services
Note End user must provide contact information
- Workstation/laptop support
- Network connectivity Support – Single User
- Business line application support – to be provided by client
- Outlook or email client issues – send receive
- Office 365 issues
- Printer-related issues (mapping, drivers, and connectivity)
- Server based Password resets – Level I MSP
- Malware report on single PC or Laptop
- Root Cause Analysis of OS or business software issues
- New user creation and password resets:
 - New user creation in A/D (up to 24 hours)
 - Password Resets for employees or management contact
 - Create corresponding email account within Exchange or O365 system

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- Create and configure email filtering services
- Mobile Device Support: Active Sync (email only)
- Active directory user or email user deletion
- Active directory user adds

OUT-OF-SCOPE HELP DESK SERVICES (ESCALATED, NOT INCLUDED)

MSP Level 1 Services

- Installation, repair, virus scan, etc. of multiple devices
- Operating system installs, upgrades, reimaging, etc.
- Setup of new devices or peripherals (PCs, laptops, printers, etc.)

MSP Level 2 Services

- Restoring backup files
- Configuring backup devices
- Troubleshooting applications and/or devices not on supported list
- Administrative tasks, network audits, security assessments, etc.
- Server triage, troubleshooting, configuration, etc.
- Modifications of file permissions, group policies, etc.
- Network infrastructure configuration/reconfiguration
- O365/M365 tenant configuration, troubleshooting, etc.
- Data transfers, migrations, etc.
- Azure tenant configuration, troubleshooting, etc.
- Cloud telephony system configuration, troubleshooting, etc.
- Email security configuration, troubleshooting, etc.

MSP Level 3 Services

- Security troubleshooting, firewall installation, firewall troubleshooting, etc.
- Enterprise cloud design, incl server, storage, network, security, etc.
- UCaaS design and planning
- Security policy design and testing
- Integration of On-Premises/Cloud authentication systems
- Enterprise network infrastructure design, implementation, etc.
- Enterprise datacenter design, implementation, etc.

CLIENT TICKET CREATION

Datalink Networks Helpdesk Services will create tickets for all phone calls and emails received by the client on same day, within Helpdesk Services Hours.

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ESCALATION PRIORITIES AND PROCEDURES

- Priority 1: Phone call made to the Datalink Networks dedicated Help Desk line advising of urgent ticket escalation
- Priority 2 General email for ticket with request for escalation
- Priority 3: General ticket for scheduled work

HELP DESK SERVICES BILLING AND PAYMENT

All payment will be made to Datalink Networks in accordance with the payment terms specified in Section 2 of this Agreement. Datalink Networks will invoice Client on a monthly basis for Help Desk Services provided. Help Desk Services will be billed to Client at the Discounted Hourly Rates reflected in Exhibit D of this Agreement. Notwithstanding Section 15 of this Agreement, the Standard Hourly and Discounted Rates, reflected in Exhibit D, are subject to change upon notice by Datalink Networks, at the sole and absolute discretion of Datalink Networks, and shall take effect upon the effective date reflected in the notice.

TERM, TERMINATION

The Help Desk Services Agreement Term/Termination and Early Termination is specified in Exhibit C of this Agreement.

HELP DESK SERVICES COVERAGE

Help Desk Services provide user support to specified Client end users for covered and monitored devices from 6:00am to 6:00pm Pacific Time, Monday-Friday, excluding Datalink Networks company holidays. During these hours, Help Desk Service requests, submitted in accordance with the Help Desk Request Procedure detailed below, will receive a response within 30 minutes.

I have read and understand the contents of this page:

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