

CONTRACT FOR SERVICES BETWEEN CHARTER CONNECT, INC. AND EXCEL ACADEMY CHARTER SCHOOL.

This contract was made effective as of 1 January 2024, by and between Charter Connect, and Excel Academy Charter School (Excel Academy) of 1 Technology Dr I-811, Irvine, CA 92618. If not accepted, this offer expires on 30 December 2023. This contract will be considered in effect once signed by, and distributed to both parties, by either email, or certified mail. Performance of services will not begin until Charter Connect receives a signed copy of this contract.

1. DESCRIPTION OF SERVICES. Beginning on 1 January 2024, Charter Connect will provide to Excel Academy the schedule of services as explained in Attachment A. The services described in Attachment A are set out on a schedule covering the next 12 months, describing specifically which services will be performed on a monthly basis. If Excel Academy does not wish for a previously contracted service to be provided in any given month, they must provide notice no later than five (5) calendar days prior to the 1st calendar day of the following month. The written notice must specifically indicate the deviation to the contract, i.e., which services should be placed on pause, and for the duration of time during which that service should be paused. Failure to state a duration of time for the stoppage of that specific service will be construed as a request to pause that service for a single (1) month period of time. The services outlined in Attachment A will then resume following the one (1) month stoppage of time. Itineris must maintain a minimum of one (1) service per month.

2. ALTERATIONS OF SERVICES. If Excel Academy wishes to alter services for the following month, Excel Academy must provide notice no later than five (5) calendar days prior to the 1st calendar day of the following month. The written notice must specifically indicate which services are requested. Alterations are only accepted for periods of time of one (1) month, unless clearly specified in writing, and specifically approved by Charter Connect. The services outlined in Attachment A will resume following the one (1) month period of time in which services were altered.

3. PAYMENT. Payment shall be made either via check or via quickbooks ACH payments to Charter Connect of 5593 N Aberdeen Ln, Tooele, Utah, 84074. Excel Academy agrees to make monthly payment(s) in accordance with Attachment A.

Payment will be in accordance with the fee schedule as indicated in Attachment A. If Excel Academy declines services for a month, or requests alterations of services, payment may change depending upon the services requested, and rendered. If changes are requested to the services outlined in Attachment A, notice must be provided no later than five (5) calendar days prior to the 1st calendar day of the

following month. If this stipulation is not met, payment should be for services, and amount contemplated in Attachment A. Payment is considered complete, and non-refundable, once Excel Academy receives, and fulfills an invoice.

In addition to any other right or remedy provided by law, if Excel Academy fails to pay for the Services when due, Charter Connect has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

4. WARRANTIES. Charter Connect shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Charter Connect's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Charter Connect on similar projects.

5. TERM. This Contract will terminate automatically on 31 December 2024.

6. OWNERSHIP OF SOCIAL MEDIA CONTACTS. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including, but not limited to email addresses, blogs, Twitter, Facebook, Youtube, or other social media networks) used or created on behalf of Excel Academy, to include any and all employees of Excel Academy authorized to act as an agent of Excel Academy, are and will remain the property of Excel Academy.

7. DEFAULT. The occurrence of any of the following shall constitute a material default under this contract:

- a. The failure to make a required payment when due in accordance with Attachment A.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the services as described in Attachment A in the time and manner provided for in this contract.

8. REMEDIES ON DEFAULT. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to

make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such a time period shall result in the automatic termination of this Contract.

9. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

10. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

11. DEFAMATION. Charter Connect will recommend marketing services as seen fit to meet the needs of Excel Academy. Should Excel Academy elect to deviate from Charter Connect's recommended marketing plan, then Charter Connect cannot be held responsible for unsatisfactory marketing results. Excel Academy agrees to not defame Charter Connect digitally or in any other way if Excel Academy uses marketing services other than what Charter Connect personnel recommend.

12. CONFIDENTIALITY. Charter Connect, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Charter Connect, or divulge, disclose, or communicate in any manner, any information that is proprietary to Excel Academy. Charter Connect and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

13. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other addresses as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for, or on the third day after mailing if not signed for.

14. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties regarding the agreement between Charter Connect to render services described in Attachment A to Excel Academy in exchange for payment as described in Attachment A, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

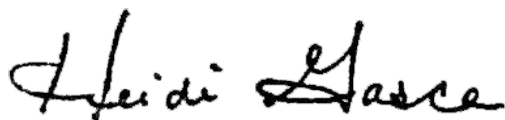
15. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and signed by both parties. Alterations to the schedule of services in Attachment A as described by paragraphs 1 and 2 above shall be considered proper amendments if confirmed via email by the authorized agents of the parties to this contract.

16. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

17. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

18. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Utah.

19. SIGNATORIES. This Agreement shall be signed on behalf of Excel Academy by Heidi Gasca, Executive Director and on behalf of Charter Connect by Shawn Wortham, Director and effective as of the date first above written.



Heidi Gasca, Executive Director

December 7, 2023

Date



Shawn Wortham, Director

6 December 2023

Date

Encls.
Attachment A - Marketing Plan