PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made as of October 28, 2025 between, Coral Academy of Science Las Vegas, a public charter school in the state of Nevada having its principal place of business at 8985 S. Eastern Ave. #375 Las Vegas, NV 89123 ("Client"), and E-Rate Advantage, LLC, a limited liability company of the State of New Jersey having its principal place of business at 106 Lilac Drive, Annandale, New Jersey 08801 ("Company").

WHEREAS the Client wishes to hire Company to perform certain specific and limited tasks, and the Company desires to accept such work, on the terms and conditions specified in this instrument.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Appointment.**

   The Client hereby engages Company to perform certain Program Management/Application services and to provide certain deliverables (collectively the "Services").

2. **Term.**

   This Agreement shall remain in effect for the current E-Rate funding year and automatically renew for 1 year each September 1st for the next E-Rate funding year. For example, on September 1st the agreement will automatically renew for the next funding year which begins July 1st.

3. **Services.**

   Company agrees to perform the following services for Client:

   Pre-Application Services

   - Review prior year's applications for E-Rate reimbursement opportunities.
   - Provide guidance to the applicant regarding the E-Rate requirements pertaining to the Child Internet Protection Policy.
   - Review the school's free and reduced information, if provided, to ensure correct calculation of the data.

   Application Submission

   - Serve as the single point of contact with the Universal Service Administrative Company (USAC). This includes all USAC reviews – PIA reviews, selective reviews, program compliance reviews and cost-effective reviews.
   - File Form 470 and 471 applications, as necessary.

Post Commitment Services

- File Forms 486 and 472, as necessary.
- File all post-commitment reimbursement paperwork with USAC.
- Provide status reports as requested.
- Submit SPIN change requests when needed.
- Maintain all E-Rate documents for a ten-year period.

Audit Services

- If Client is selected for an on-site audit, Company will engage remotely for no additional fee. However, if Client wishes to have Company onsite there is an additional fee. Please see below, Section 5.

4. Client Responsibilities.

The client shall be responsible for the following:

- Client is responsible for the competitive bidding and vendor selection process. Company will not recommend or select any service providers.
- Client is responsible for the accuracy of all information provided to Company.
- Client is responsible for maintaining Internet Safety Policy and CIPA compliance.
- Client is responsible for providing Company with a single point of contact for all E-Rate information.
- Client is responsible for maintaining all E-Rate related correspondence for a period of 10 years.

5. Fees.

Client shall pay Company six percent (6%) of the E-Rate post discount funding request amount upon receipt of the Funding Commitment Decision Letter (FCDL) from USAC.

The post discount amount is the approved funding amount documented in the FCDL. The minimum fee for each funding year is $4,250.

Onsite Audit Fee Structure:

If Client is selected for an onsite audit, Client can engage Company to help. Company will help remotely for no additional charge. If client elects to have company onsite, Client agrees to pay Company $250.00 an hour for onsite time, plus reasonable travel expenses. The reasonable travel expenses will be approved by Client prior to travel.

6. Payment for Services.

The client agrees to pay Company a fee for Services in accordance with Section 5 within 30 days from receipt invoice. Invoices unpaid thirty (30) days after the date of the invoice shall be past due.

7. Proprietary/Confidential Information.

If, in connection with the performance of this Agreement, the Company receives from Client information that the Client designates in writing to contain proprietary or trade secret information, or otherwise to be confidential, Company shall use its best efforts to keep all such information confidential, provided, however, they may disclose such information to the Company's clerical and support staff, and associates, as may be necessary or appropriate to permit Company to perform its obligations under this agreement.

8. Capacity.

Company is acting as an independent contractor with respect to the services contemplated by this Agreement, and nothing contained herein, whether express or implied, is intended to create any other relationship between the parties, whether as principal, partner, joint venture, or otherwise.

9. Company Discretion.

Company shall determine the method, manner and means by which the services will be performed, provided only that the services will be performed timely and rendered to Client's reasonable satisfaction.

10. Termination of Agreement.

This Agreement may be terminated by either party by giving the non-terminating party written notice of termination.

11. Early Termination.

If Client terminates the relationship after the 470 applications is filed but before the 471 is filed, the minimum consulting fee is $1,000.00. If the Client terminates the relationship after the 470 and the 471 are filed, the minimum consulting fee is $4,250.00.

12. Disputes.

The parties' consent to the jurisdiction of the federal and state courts of the State of New Jersey in connection with all disputes that may arise under this agreement, its performance and/or termination. The parties' further consent to the venue, for all actions commenced in the Superior Court of New Jersey, in Hunterdon County.

13. Limitation of Liability.

Company shall not be liable to Client for any loss incurred in connection with this Agreement or the services provided under it, unless caused by Company's

intentional misconduct. In no event shall either Party or their respective officers, employees, agents or representatives be liable to the other, under any cause of action or theory of liability, for any indirect, incidental, special, punitive, exemplary, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss) arising out of or relating to this Agreement, even if such Party has been informed of the possibility of such damages.

In no case shall the Company be responsible to the client for more than the fees paid to the Company for the prior funding year.

14. Indemnification.

The Parties shall at all times defend, indemnify and hold harmless each other and their respective directors, officers, officials, employees and subcontractors, from and against any and all third-party claims, actions, liabilities, losses, damages, costs and expenses including, without limitation, reasonable attorneys' fees and disbursements, arising out of or relating to (i) any breach or alleged breach of any representation, warranty, covenant or agreement hereunder, or (ii) any injury sustained by any person or to property as a result of any negligent or reckless act or omission or intentional wrongdoing of the other Party, its agents, employees, affiliates, members, directors, officers, officials, or subcontractors.

15. Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, statements, representations, and understandings, whether oral or written, between them. The parties acknowledge that they are entering into this Agreement solely on the basis of the representations made herein.

16. Scope of Agreement.

If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to law.

17. Legal Enforceability.

Any provision of this Agreement which is found to be unenforceable shall not affect the enforceability of the remaining provisions.

18. Notices.

Notices must be sent to the addresses listed below:

(i). Notices to Client must be sent to:

Dr. Ercan Aydogdu, Executive Director and CEO

Coral Academy of Science Las Vegas

8985 S. Eastern Ave. #375

Las Vegas, NV 89123

(ii). Notices to Company must be sent to:

E-Rate Advantage, LLC

106 Lilac Drive

Annandale, NJ 08801

19. Assignment.

This Agreement may not be assigned by either Party without the prior written consent of the other Party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the Parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

_____	_____
Client - Dr. Ercan Aydogdu	E-Rate Advantage, LLC
Executive Director and CEO	
_____	_____
Date	Date