



**Prepaid Service Agreement for  
Alameda Unified School District**  
This Version Effective 6/1/2020

This agreement ("Agreement"), effective on **September 14, 2021** between Sable Computer, Inc., a California Corporation doing business as "KIS" (hereinafter referred to as "Company") and **Alameda Unified School District** (hereinafter referred to as "Customer") for the purpose of setting forth the conditions and terms under which Company will provide services to Customer.

**1. Definition of Terms.**

- "Committed service hours" is a block of service time which has been prepaid (hereafter called a "service agreement"). Service agreements must be prepaid in full to obtain the discounts shown below.
- "Postpaid work" is work performed without a service agreement in place, and is billable at the full undiscounted rate.
- "Normal business hours" is defined as from 8:30 AM to 5:30 PM, Monday through Friday, exclusive of weekends and holidays.
- "Emergency situation" is a situation in which sufficient network resources are down and/or unavailable that the ability of the customer to provide critical business functions is impaired, and/or a situation in which less than 24 hours' notice is given for a request for immediate onsite and/or remote service and/or support.
- "Response time" is defined as the first response to a customer call, either via phone or onsite visit, during normal business hours.
- "Base Rate" is the billing rate in effect at the time payment for each contract is received. Base rate varies by type of personnel. The Base Rate for a given contract is established according to the level of engineer the client wishes to use. Base rates are defined in Sable Computer, Inc.'s "Billing Rates & Information" document.
- "Engineer" is a technical specialist working and billing at one of these levels: Consultant (\$240/hour), Engineer (\$195/hour), Desktop Engineer/Associate (\$155/hour), or Cabling Technician (\$125/hour). Consultant, Desktop Engineer/Associate, and Cabling Technician hours are billed as prorated Engineer hours.
- "Billable Base Contract Rate" is the rate charged for work performed within a service agreement. The rate is based upon the number of committed service hours, according to the following schedule:

Committed Service Hours    Billable Base Contract Rate

Under 25 hours.....	Full Base Rate
25-49 hours .....	10% Discount on each engineer's base rate (including non-routine work conditions)
50-99 hours .....	12% Discount on each engineer's base rate (including non-routine work conditions)
100-199 hours .....	15% Discount on each engineer's base rate (including non-routine work conditions)
200+ hours .....	20% Discount on each engineer's base rate (including non-routine work conditions)

**For this contract, the Total Committed Service Hours are: 200 @ \$156.00/hour base rate (20% discount) = \$31,200.00**

**2. Scope of Service, Term of Service.** Company will provide network consulting, design, installation, maintenance, documentation, training, and acute repair services to Customer. Service agreements are valid for a period of twelve months from receipt of agreement prepayment. If the block of committed service hours is exhausted prior to the end of the twelve-month period, the customer may renew the contract by submitting payment for another block of time, which will be effective for an additional twelve month period. Additional blocks of prepaid time may be purchased at any time.

**3. Response Time.** Four (4) hour response time during normal business hours is promised for emergency situations on all service contracts of 50+ hours.

**4. Travel Time.** Travel time is calculated by multiplying 1/2 the round trip travel time by the billing rate. Emergency calls are subject to a round-trip travel charge at the prevailing (emergency, after hours, etcetera) billing rate. After-hours calls are subject to a round-trip travel charge at the prevailing billing rate.

**5. Billing Increments.** Billable time is charged in billing increments of one-quarter (0.25) hours. There is a one (1) hour onsite minimum billing time for services, and a one-quarter (0.25) hour telephone and/or research minimum billing time.

**6. Scheduled Work.** Scheduled (non-emergency) work performed during normal business hours is billed at 100% of the base contract rate for the first eight (8) hours. Two (2) business days' prior notice is requested when scheduling such work. Work during normal business hours which has not been so scheduled may be subject to emergency work rates (see below) at Company's discretion. Two weeks' prior notice is requested when scheduling work outside of normal business hours; such work which has not been so scheduled may be subject to non-routine work rates (see below).

**7. Unscheduled & Non-Routine Work.** Unscheduled and/or non-routine (emergency) work is subject to a 50% premium charge over the base rate for each condition present. These conditions include:

- Work performed in excess of 8 hours in a single 24-hour period.
- Work performed on an emergency (nonscheduled) basis
- Work performed outside of normal KIS business hours
- Work performed between midnight and 8:30 AM
- Work performed on KIS holidays

The work rate in such situation is calculated as follows:

- Routine work conditions (scheduled work during business hours) = base rate.
- 1 non-routine work condition = 1.5 x Base Rate
- 2 non-routine work conditions = 2.0 x Base Rate
- 3 non-routine work conditions = 2.5 x Base Rate
- 4 non-routine work conditions = 3.0 x Base Rate

**8. Research.** Research performed offsite (with prior authorization from customer) is billed at 100% of the base contract rate. Research performed onsite is billed at the applicable onsite work rate.

**9. Termination.** Either party (Customer or Company) may terminate this agreement at any time by giving thirty (30) days' written notice to the other party. If the agreement is canceled by Customer due to nonperformance by Company, one hundred percent (100%) of the balance of unused prepaid agreement hours will be refunded. If the agreement is canceled by Customer for any reason other than nonperformance/inadequate performance by Company, the unused prepaid agreement hours are forfeit, and will not be refunded. If Company cancels the agreement, one hundred percent (100%) of the balance of unused prepaid agreement hours will be refunded to Customer within 30 days. Unused time at the end of the twelve-month agreement term is forfeit. Unused time is not transferrable.

**10. Billing Summaries.** On a weekly basis, Company will provide a billing summary of work performed for Customer. If a customized billing breakdown required by Customer, Customer is responsible for defining and delivering a list of such cost centers/departments/accounting units, along with instructions on how Company's work is to be classified and broken down using same. Company reserves the right to charge for such custom billing preparation initially and on an ongoing basis.

**11. Remittance.** Customer's remittance for Company's invoices for service are payable in advance for discounted blocks of time as outlined above. All invoices are payable and due within 30 days of the invoice date. Some merchandise orders may require a partial or full prepayment. Remittances from Customer to Company, if paid by check, shall be made out to "Sable Computer, Inc." Work performed prior to receipt of contract payment will be billed at non-discounted rates.

**12. Attorneys Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

**13. Confidentiality.** All statistical, financial, and personal data relating to the business of the Customer, which are confidential and which are clearly designated as such, will be kept in the strictest confidence by the Company and its employees. However, this obligation does not apply to any data that have become publicly available or that are rightfully obtained from third parties.

**14. Governing Law.** This Agreement shall be governed by the laws of the State of California.

**15. Entire Agreement.** This Agreement is fully integrated and supersedes any prior or contemporaneous agreement between the parties, whether written or oral, and this constitutes the entire understanding of the parties. Any amendments hereto must be in writing and executed by both parties.

**16. Partial Invalidity.** If any provision in this Agreement is determined to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

**17. Authorized Person.** The person signing this Agreement on behalf of each party warrants, covenants and represents that he/she is authorized to execute this agreement on behalf of each such party.

**18. Non-Solicitation Agreement.** Unless otherwise mutually agreed to by both parties in writing, each party agrees not to either directly, indirectly, or through a third party with whom they have contact, solicit for employment any personnel of the other party's during the term of any written agreement with KIS and/or any type of remote or onsite call for KIS service, and for a period of twenty-four (24) consecutive months (104 weeks) thereafter the end of the agreement or last service visit, whichever occurs last.

Remedy for violation of the terms of this section of the agreement may include, but are not limited to, the following: direct and indirect damage due to lost revenue, hiring and training of replacement employee(s), related attorneys' fees and court costs, and an amount up to the hired employee's first year of salary.

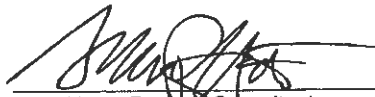
  
Robyn Odell, Director of Technology  
Alameda Unified School District

9-21-2021

Date

  
Shariq Khan (Sep 30, 2021 18:10 PDT)

Assistant Superintendent of Business Services

  
Allan Hurst, Partner, Consultant  
Sable Computer, Inc., dba "KIS"  
9/24/2021  
Date