 <p>Computer Lab Consulting, LLC.</p>	<h2>Commercial Customer Agreement for</h2> <ul style="list-style-type: none"> <li>● <b>Basic Maintenance of Eligible Broadband Internal Connections Components</b></li> </ul>
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This Agreement (the "Agreement") is made between Computer Lab Consulting ("the Contractor"), LLC, 4979 N CR 3W, Monte Vista, CO 81144 and the Sargent School District ("the Contractee").

**BILLING ADDRESS**

Contact Name: Accts. Receivable

Address: 7090 N RD 2E

City/State/Zip: Monte Vista, CO 81144

Phone: (719) 852-4023

Contract #: 20180004a

SPIN: 143031344

Form 470 Application Numbers: N/A

- **Basic Maintenance of Eligible Broadband Internal Connections Components**
  - Repair and upkeep of eligible hardware
  - Wire and cable maintenance
  - Configuration changes
  - Basic technical support including online and telephone support
  - Software upgrades, patches, bug fixes and security patches

Agreement term: July 1, 2018 – June 30, 2019 (1 Year)

*Services performed under this contract*

- **Basic Maintenance of Eligible Broadband Internal Connections Components (Table 1)**
  - Repair and upkeep of eligible hardware
  - Wire and cable maintenance (existing wiring)
  - Configuration changes
  - Basic technical support including online and telephone support
  - Software upgrades, patches, bug fixes and security patches

Does not include 24-monitoring. To streamline costs, the school district shall provide a contractor duty station on location in lieu of daily transportation costs to the facility.

**Table 1. Broadband Internal Connections Components**

<b>Type Int. Conn.</b>	<b>Product Type</b>	<b>Qty</b>	<b>Make</b>	<b>Model</b>
Data Distribution	Switch	2	Cisco Systems	WS-C3550-24-PWR
Data Distribution	Switch	1	Cisco Systems	WS-C2960-48TT-L
Data Distribution	Switch	1	Cisco Systems	WS-C3560X-24
Data Distribution	Switch	1	Cisco Systems	WS-C2960-24PC-L
Data Distribution	Switch	1	Cisco Systems	WS-C2940-8TT-S
Data Distribution	Switch	2	Cisco Systems	WS-C3560-24PS
Data Distribution	Switch	8	Cisco Systems	WS-C2960S-48FPS-L
Data Distribution	Switch	1	Cisco Systems	WS-C3560G-24PS
Data Distribution	Switch	3	Cisco Systems	WS-C2960G-8TC-L
Data Distribution	Router	1	Cisco Systems	CISCO2921/K9
Data Protection	Firewall	1	Cisco Systems	ASA5510
Data Protection	Uninterruptible Power Supply / Battery Backup	2	American Power Conversion	SURT003
Data Protection	Uninterruptible Power Supply / Battery Backup	1	American Power Conversion	SUA1500
Data Protection	Uninterruptible Power Supply / Battery Backup	5	American Power Conversion	SUA1000

Racks	Racks and Cabinets	2	Dell	4220
Racks	Racks and Cabinets	1	Generic	Alum2postRack
Racks	Racks and Cabinets	1	Hubbel	12UWallMount
Racks	Racks and Cabinets	1	BlackBox	RMT048
Cabling or Connectors	Cabling	5000	Belkin	A7L704
Cabling or Connectors	Connector	15	Cisco Systems	GLC-SX-MM
Cabling or Connectors	Connector	11	Cisco Systems	GLC-T=
Cabling or Connectors	Connector	2	Cisco Systems	WS-G5484=
Cabling or Connectors	Connector	1	Cisco Systems	WS-G5482=

*Terms & Conditions*

The Contractor's STANDARD TERMS AND CONDITIONS are attached hereto and made a part of this Agreement.

*Cost breakdown*

	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Basic Maintenance of Internal Connections	\$30,000.00	\$7,500.00

**BY SIGNING BELOW, THE UNDERSIGNED AUTHORIZES SERVICE AND ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS Agreement AND THAT IT AGREES TO ABIDE BY THE TERMS AND CONDITION OF THIS Agreement.**

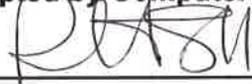
**SARGENT SCHOOL DISTRICT**

BY: 

Title: Board President

Date: 4-23-2018

**Accepted by Computer Lab Consulting, LLC**

BY: 

**Patrick Sewell**

**Owner**

Date: 4-23-2018

 <p>Computer Lab Consulting, LLC.</p>	<h2>Commercial Customer Agreement for</h2> <ul style="list-style-type: none"><li>● <b>Managed Internal Broadband Services</b></li></ul>
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This Agreement (the "Agreement") is made between Computer Lab Consulting ("the Contractor"), LLC, 4979 N CR 3W, Monte Vista, CO 81144 and the Sargent School District ("the Contractee").

**BILLING ADDRESS**

Contact Name: Accts. Receivable

Address: 7090 N RD 2E

City/State/Zip: Monte Vista, CO 81144

Phone: (719) 852-4023

Contract #: 20180004b

SPIN: 143031344

Form 470 Application Numbers: N/A

- **Managed Internal Broadband Services**
  - **Operation of internal broadband services**
  - **Management and monitoring of internal broadband components**

Agreement term: July 1, 2018 – June 30, 2019 (1 Year)

*Services performed under this contract*

- **Managed Internal Broadband Services**
  - **Operation, management & monitoring of internal broadband components (Table 1)**

Management and operation of the LAN/WLAN including installation, activation, and initial configuration of components listed in Table 1 and any additional eligible components purchased in the 2017-2018 funding year. The components are owned by the school district.

**Table 1. Managed Internal Broadband Components**

<b>Type Int. Conn.</b>	<b>Product Type</b>	<b>Qty</b>	<b>Make</b>	<b>Model</b>
Wireless Data Distribution	Access Point	70	Cisco Systems	AIR-LAP1142N-A-K9
Wireless Data Distribution	LAN Controller	2	Cisco Systems	AIR-CT5508-K9
Wireless Data Distribution	Antenna	4	Ubiquiti	LOCOM2-US
Cabling or Connectors	Connector	5	Cisco Systems	GLC-T=

*Terms & Conditions*

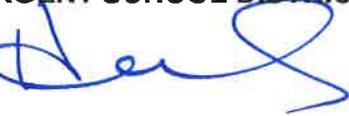
The Contractor's STANDARD TERMS AND CONDITIONS are attached hereto and made a part of this Agreement.

Cost breakdown

	<b>Annual Fee</b>	<b>Quarterly Fee</b>
Operation, management and monitoring of internal broadband components	\$10,000.00	\$2,500.00

BY SIGNING BELOW, THE UNDERSIGNED AUTHORIZES SERVICE AND ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS Agreement AND THAT IT AGREES TO ABIDE BY THE TERMS AND CONDITION OF THIS Agreement.

**SARGENT SCHOOL DISTRICT**

BY: 

Title: Board President

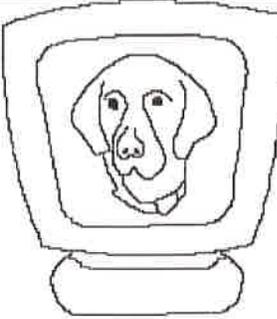
Date: 4-23-2018

**Accepted by Computer Lab Consulting, LLC**

BY: 

**Patrick Sewell  
Owner**

Date: 4-23-2018



Computer Lab  
Consulting, LLC.

## Commercial Customer Agreement for Non Eligible Maintenance

This Agreement (the "Agreement") is made between Computer Lab Consulting ("the Contractor"), LLC, 4979 N CR 3W, Monte Vista, CO 81144 and the Sargent School District ("the Contractee").

### BILLING ADDRESS

Contact Name: Accts. Receivable

Address: 7090 N RD 2E

City/State/Zip: Monte Vista, CO 81144

Phone: (719) 852-4023

Contract #: 20180004c

SPIN: 143031344

Form 470 Application Number: N/A

**Agreement term: July 1, 2018 – June 30, 2019 (1 Year)**

The services provided under this Technical Support Contract shall exclude E-rate eligible basic maintenance and managed internal broadband services covered by a separate contract.

### *Services provided*

- **Server backups**– Regular backups will be performed. Computer Lab Consulting, LLC or its members are not liable for any data corruption, loss or damage.
- **Server design, implementation & maintenance**
- **Centralized network management (Cisco CNA, Dell OpenManage)**
- **Student Information System (Infinite Campus) oversight**
- **Library Automation System (Follet) administration**
- **Food Services System (Infinite Campus) oversight**
- **Oversee workstation deployment & management**
  - Image creation for workstations
  - Support for workstations
- **Google Apps Administration**

Computer Lab Consulting, LLC.

- Chromebook management
- Network printer installation & administration
- Support for Lightspeed web filter
- AntiVirus for servers - administration
- Server shares & file and folder security administration
- Active Directory & Group Policy administration
- Oversee Licensing & software compliance
- Administer Windows Network
- Deployment & management of server based applications
  - Renaissance Learning
  - DyKnow
  - Lexia
- Administration of IP Based security cameras system
- Administration of IP Based phone system
- Support peripherals
  - Scanners
  - Projectors
  - UPS
- Support of Smartboards

e-rate ineligible hardware	Serial Number
Daktech - SR2625URLXR	BZDT04000602
Buffalo Technology - TS3400R1204-US	80067644400418
Buffalo Technology - TS-RI2.0TGL/R5	95823690100352
Dell - PowerEdge 2500	1N61N11
Dell - PowerEdge 2950	HPZFYD1
Dell - PowerEdge R710	D6YD1L1
Dell - PowerEdge R710	F6YD1L1
Dell - PowerVault MD3000i	JFH91L1
HP ProLiant ML310	MX2915004M
Dell PowerEdge R630	84TCD42
Dell PowerEdge R630	84TDD42

*Services not provided (can be purchased at \$120 per hour)*

- Staff Development - 4 hours included in contract
- Training technical department staff of current technologies<sup>1</sup>
- Administration of PBX based (non IP based) phone systems
- Service to non-network printers
- Website content development

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<sup>1</sup> This refers to training in the understanding of a given technology. It does not refer to the passing of information on how the technology is being used.

*Terms & Conditions*

The Contractor's STANDARD TERMS AND CONDITIONS are attached hereto and made a part of this Agreement.

*Cost Breakdown*

	<b>Annual Fee</b>	<b>Quarterly Fee</b>
non eligible services	\$5,000.00	\$1,250.00
hourly rate - \$120		

**BY SIGNING BELOW, THE UNDERSIGNED AUTHORIZES SERVICE AND ACKNOWLEDGES THAT IT HAS READ AND FULLY UNDERSTANDS ALL OF THE TERMS AND CONDITIONS SET OUT IN THIS Agreement AND THAT IT AGREES TO ABIDE BY THE TERMS AND CONDITION OF THIS Agreement.**

**SARGENT SCHOOL DISTRICT**

**BY:**

Title: Board President

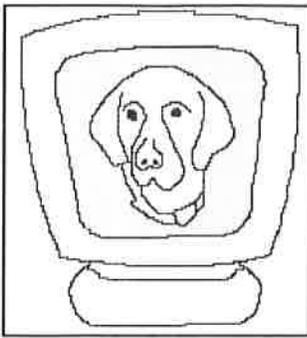
**Date:** 4-23-2018

**Accepted by Computer Lab Consulting, LLC**

**BY:**

  
\_\_\_\_\_  
**Patrick Sewell**  
**Owner**

**Date:** 4-23-2018



**Computer Lab Consulting, LLC.**

**CONFIDENTIALITY, PRIVACY, AND SECURITY ADDENDUM**

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**RECITALS**

- A. CONTRACTEE wishes to disclose certain information to Contractor pursuant to the work being performed by Contractor, some of which may constitute Student Personally Identifiable Information (defined below).
- B. CONTRACTEE and Contractor intend to protect the privacy and provide for the security of Student Personally Identifiable Information disclosed to Contractor pursuant to this Contract. Contractor shall adhere to 22-16-101 *et. al.*, C.R.S.; the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Section 1232g; and 34 C.F.R. Part 99.
- C. The Department is required to enter into a contract, this Addendum, containing specific requirements with Contractor prior to the disclosure of Student Personally Identifiable Information, as set forth in, but not limited to, 22-16-101 *et. al.*, C.R.S.

The parties agree as follows:

**A. Definitions**

- 1. "Aggregate Data" means data collected and reported at the group, cohort, or institutional level that is aggregated using protocols that are effective for preserving the anonymity of each individual included in the data.
- 2. "Destroy" means to remove Student Personally Identifiable Information from Contractor's systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in NIST Special Publication 800-88 Guidelines for Media Sanitization so that the Student Personally Identifiable Information is permanently irretrievable in the Contractor's and Subcontractor's normal course of business.
- 3. "Incident" means an accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of communication and information resources. Incidents include, but are not limited to (i) successful attempts to gain unauthorized access to a CONTRACTEE system or Student Personally Identifiable Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a CONTRACTEE system for the processing or storage of data; (iv) a material breach of the Contract that involves the misuse or unauthorized release of Student Personally Identifiable Information; or (v) changes to



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CONTRACTEE system hardware, firmware, or software characteristics without CONTRACTEE's knowledge, instruction, or consent.

4. "School Service" means an internet website, online service, online application, or mobile application that is designed and marketed primarily for use in a preschool, elementary school, or secondary school; is used at the direction of teachers or other employees of CONTRACTEE; and collects, maintains, or uses Student Personally Identifiable Information. School Service does not include an internet website, online service, online application, or mobile application that is designed and marketed for use by individuals or entities generally, even if it is also marketed to a United States preschool, elementary school, or secondary school.
5. "School Service Contract Provider (Contractor)" means an entity, other than a public education entity or an institution of higher education that enters into a formal, negotiated contract with CONTRACTEE to provide a School Service.
6. "Student Personally Identifiable Information (PII)" means information that, alone or in combination, personally identifies an individual student or the student's parent or family, and that is collected, maintained, generated, or inferred by a public education entity, either directly or through a School Service, or by a School Service Contract Provider. PII also includes other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.



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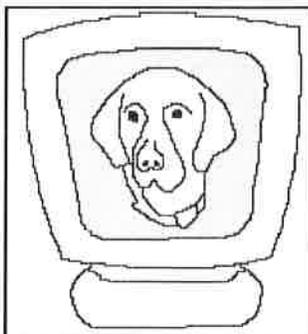
7. "Subcontractor" means any third party engaged by Contractor to aid in performance of Contractor's obligations.
8. "Targeted Advertising" means selecting and sending advertisements to a student based on information obtained or inferred over time from the student's online behavior, use of applications, or PII. Targeted Advertising does not include advertising to a student at an online location based on the student's current visit to that location or in response to the student's request for information or feedback and is without the collection and retention of a student's online activities over time. Targeted Advertising also does not include adaptive learning, personalized learning, or customized education.

**B. General Provisions**

1. The CONTRACTEE reserves all right, title, and interest, including all intellectual property and proprietary rights, in and to system data, PII, and all related data and content.
2. Contractor shall comply with all laws and regulations concerning confidentiality of PII.
3. Contractor shall immediately forward to the CONTRACTEE's principal representative any request or demand from a third party for PII in the possession of Contractor.
4. Contractor shall send the CONTRACTEE a written notice, which includes a clear explanation of the proposed changes prior to making a material change to Contractor's privacy policies.

**C. Subcontractors**

1. Contractor shall not use a Subcontractor or disclose PII to a Subcontractor unless and until the Contractor contractually requires the Subcontractor to comply with C.R.S. §§22-16-108 through 22-16-110 and the requirements of this Addendum.



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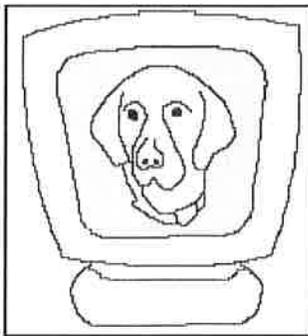
2. If Contractor discovers that Subcontractor or any subsequent subcontractor has committed a material breach of the contract between Contractor and Subcontractor that involves the misuse or unauthorized release of PII, Contractor acknowledges that the CONTRACTEE may terminate the contract with Contractor unless Contractor terminates the contract with Subcontractor as soon as possible after Contractor knows or has reason to know of Subcontractors' or any subsequent subcontractors' material breach.
3. Upon discovering the misuse or unauthorized release of PII held by a Subcontractor or any subsequent Subcontractor, Contractor shall notify CONTRACTEE within one calendar day, regardless of whether the misuse or unauthorized release by the Subcontractor is a result of a material breach of the terms of the Contract or results in an Incident.
4. Contractor shall not maintain or forward PII to or from any other facility or location except for backup and disaster recovery purposes. Any backup or disaster recovery contractor shall be considered a Subcontractor that must comply with the Subcontractor requirements in this Addendum.

**D. End of Agreement**

1. Should Contractor not comply with the requirements of this Addendum and that non-compliance results in the misuse or unauthorized release of PII by the Contractor, the CONTRACTEE may terminate the Contract immediately as provided under this Contract and in accordance with C.R.S. Section 22-16-107 (2)(a).
2. Following the termination of this Contract, Contractor shall, within thirty (30) calendar days, Destroy all PII and collected, generated, or inferred as a result of this Contract. The Contractor shall notify the CONTRACTEE of the date upon which all of the PII is Destroyed.
3. The CONTRACTEE retains the right to use the established operational services to access and retrieve PII stored on Contractor's infrastructure at its sole discretion.

**E. Use**

1. The Contractor shall not use or share PII beyond the purposes set forth as follows:



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- a. To carry out the Contractor's responsibilities listed in Service Contract, Statement of Work.
2. In the event the Contract requires Contractor to store, process or transfer PII, Contractor shall store, process, and transfer PII only in or to facilities located within the United States.
3. During the term of this Contract, if the CONTRACTEE requests the destruction of a student's PII collected, generated or inferred as a result of this Contract, the Contractor shall Destroy the information within five calendar days after the date of the request unless:
  - a. The Contractor obtains the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian to retain the student's PII; or
  - b. The student has transferred to another public education entity and the receiving public education entity has requested that the Contractor retain the student's PII.
4. If Contractor seeks to share or publically release PII without complying with the requirements of this Addendum for Subcontractors, Contractor must de-identify or aggregate the PII prior to providing that information to a third party or releasing the data publically. For data that is de-identified or aggregate, the following requirements apply:
  - a. PII that must be aggregated or de-identified shall include not only direct identifiers, such as names, student IDs or social security numbers, but also any other sensitive and non-sensitive information that, alone or combined with other information that is linked or linkable to a specific individual, would allow identification.
  - b. Simple removal of direct identifiers from the data to be released shall not constitute adequate de-identification.
  - c. Contractor shall de-identify data to remove cumulative re-identification risks.
  - d. Contractor shall remove all PII that in conjunction with previous data releases and other reasonably available information, including publicly available directory



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information and de-identified data releases from education records and other sources would allow for identification of a particular student.

- e. Contractor shall have specific steps and methods used to de-identify or aggregate information to protect the confidentiality of the individuals. Contractor shall, at the request of the CONTRACTEE, provide the CONTRACTEE with a document that lists the steps and methods the Contractor shall use to de-identify the information.
- f. Any aggregate or de-identified data that is not properly de-identified or aggregated and is transferred to a third party without the controls of this Addendum for subcontractors or publically released will be considered an Incident, misuse of PII, or unauthorized disclosure of PII.

**F. Incident**

- 1. If Contractor becomes aware of an Incident, misuse of PII, or unauthorized disclosure involving any PII, it shall notify the CONTRACTEE within one (1) calendar day and cooperate with the CONTRACTEE regarding recovery, remediation, and the necessity to involve law enforcement, if any.
- 2. In the event of an Incident, Contractor shall provide the CONTRACTEE or its designated representatives with access seven (7) days a week, twenty-four (24) hours a day, for the purpose of evaluating, mitigating, or resolving the Incident.

**G. Disallowed Activities**

A Contractor that uses, creates, or acquires PII shall not knowingly engage in any of the following activities:



**Computer Lab Consulting, LLC.**

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1. Contractor shall not collect, use or share PII for any purpose not specifically authorized by the Contract. Contractor may use PII for a purpose not strictly authorized by the Contract only with the written consent of the CONTRACTEE and with the written consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.
2. Contractor shall not use PII in a manner or disclose PII to any third party that is materially inconsistent with the Contractor's privacy policy, except as stated in subsection 3, below, of this Section G.
3. Contractor may use PII in a manner that is inconsistent with Contractor's privacy policy without violating the terms of this Contract provided that the use does not involve selling or using PII for Targeted Advertising or creating a personal profile of the student, and the use is for one or more of the following purposes:
  - a. To ensure legal or regulatory compliance or to take precautions against liability.
  - b. To respond or to participate in the judicial process.
  - c. To protect the safety of users or others on Contractor's website, online service, online application, or mobile application.
  - d. To investigate a matter related to public safety.

If Contractor uses or discloses PII in accordance with Section G.3., Contractor shall notify the CONTRACTEE within two calendar days of the use or disclosure of the PII.

4. Contractor shall not sell PII, except that this prohibition does not apply to the purchase, merger, or other type of acquisition of the Contractor, or any assets of the Contractor, by another entity, so long as the successor entity continues to be subject to the provisions of this Contract.
5. Contractor shall not use or share PII with any party for the purposes of Targeted Advertising to students.



**CONFIDENTIALITY, PRIVACY, AND SECURITY ADDENDUM**

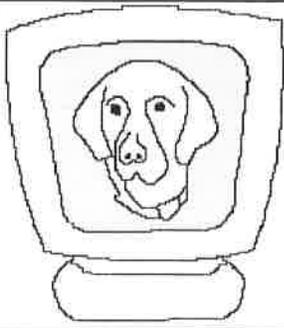
**for contracts**

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6. Contractor shall not use PII to create a personal profile of a student other than for supporting the purposes authorized by the CONTRACTEE or with the consent of the student (provided that the student is over the age of 18) or the student's parent or legal guardian.

**H. Data Security**

1. Contractor shall maintain a comprehensive information security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of PII. At a minimum, the information security program shall include the requirements listed in this Section H – Data Security.
2. Contractor shall provide physical and logical protection for all related hardware, software, applications, and data that meet or exceed industry standards and requirements as set forth in this Contract. Contractor shall provide for the security of such PII, in a form acceptable to the CONTRACTEE, including, without limitation, non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, network firewalls, intrusion detection (host and network), data security logging and monitoring systems, and audits.
3. Contractor shall provide the CONTRACTEE or its designated representatives with access, subject to Contractor's reasonable access security requirements, for the purpose of inspecting and monitoring access and use of PII, maintaining CONTRACTEE systems, and evaluating physical and logical security control effectiveness.



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4. Contractor shall have strong access controls in place.
  5. Workstations and other data processing devices must automatically lock when not in use, and must be manually locked when left unattended.
  6. Contractor shall not share PII on display screens, during demonstrations or presentations, or when sharing screen shots for troubleshooting or other purposes.
  7. Contractor shall implement annual intrusion penetration/vulnerability testing.
  8. Contractor shall install and maintain on computers accessing or processing PII appropriate endpoint security anti-virus and anti-malware software. Contractor shall ensure all Contractor's data processing systems, servers, laptops, PCs, and mobile devices are regularly scanned and have all security patches applied in a timely manner.
- I. Transparency Requirements



**Computer Lab Consulting, LLC.**

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1. Contractor shall facilitate access to and correction of any factually inaccurate student PII in response to a request from a local education provider or from the CONTRACTEE.
2. Contractor acknowledges that the CONTRACTEE will post this Contract to the CONTRACTEE's website.

**J. Exclusions:**

This Addendum does not:

1. Impose a duty on a provider of an interactive computer service, as defined in 47 U.S.C Sec. 230, to review or enforce compliance with this Contract.
2. Impede the ability of a student to download, export, or otherwise save or maintain his or her own PII or documents.
3. Limit internet service providers from providing internet connectivity to public schools or to students and their families.
4. Prohibit a Contractor from marketing educational products directly to parents so long as the marketing does not result from the use of PII obtained by the Contractor as a result of providing its services under this Contract.
5. Impose a duty on a provider of an electronic store, gateway, marketplace, or other means of purchasing or downloading software or applications to review or enforce compliance with this Contract on that software or those applications.

**K. This Addendum does not prohibit Contractor's use of PII to:**

1. Use adaptive learning or design personalized or customized education.
2. Maintain, develop, support, improve, or troubleshoot a Contractor's website, online service, online application, or mobile application.
3. Provide recommendations for school, education, or employment purposes, provided Contractor does not receive any payment or other consideration from a third party to make or support the recommendation.



**Computer Lab Consulting, LLC.**

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4. Respond to a student's request for information or feedback provided Contractor does not receive any payment or other consideration from a third party for the information or feedback.
5. Identify, for a student, institutions of higher education or scholarship providers that are seeking students who meet specific criteria, only if Contractor has obtained the written consent of the student or the student's parent or legal guardian. Contractor may use PII for this purpose regardless of whether the institutions of higher education or scholarship providers provide payment or other consideration to the Contractor.
6. In accordance with the terms of this Contract, produce and distribute, free or for payment or other consideration, student class photos and yearbooks only to the CONTRACTEE, students, parents, or individuals authorized by parents.
7. Provide for the student, only with the express written consent of the student or the student's parent or legal guardian given in response to clear and conspicuous notice, access to employment opportunities, educational scholarships or financial aid, or postsecondary education opportunities, regardless of whether the Contractor receives payment or other consideration from one or more third parties in exchange for the PII. This exception applies only to Contractors that provide nationally recognized assessments that postsecondary institutions of higher education use in making admissions decisions.

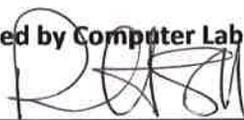
**Sargent School District**

BY: 

Title: Board President

Date: 4-23-2018

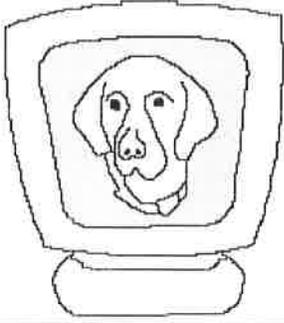
Accepted by Computer Lab Consulting, LLC

BY: 

**Patrick Sewell  
Owner**

Date: 4-23-2018

**Computer Lab Consulting, LLC.**



**CONFIDENTIALITY, PRIVACY, AND SECURITY ADDENDUM**

**for contracts**

**20180004a, b, c**

**STANDARD TERMS AND CONDITIONS**  
**Computer Lab Consulting, LLC**

**INDEPENDENT CONTRACTOR.** It is the expressed intent of the parties that the Contractor is an independent contractor and not the agent, employee or servant of Contractee, and that:

- A. Contractor does not have the authority to act for Contractee, or to bind Contractee in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of Contractee.
- B. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed by Contractor for performing the Services hereunder;
- C. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for Contractee;

**PAYMENT.** For the satisfactory performance of the Services hereunder, Contractee shall pay Contractor for its Services within 30 days after receipt of Contractor's invoice. Contractor may charge interest at rate of 1.5% per month for all unpaid invoices. Contractee's payments are independent of any funding commitment from the School and Libraries division of USAC or any party associated with the eRate program.

Contract is for labor only, and excludes replacement parts, wire, or equipment.

**TERMINATION.** This Agreement may only be terminated by mutual agreement of the parties, unless one of the parties is in material default, in which case the non-breaching party may elect to terminate the Agreement. In the event, the Contractee elects to terminate the Agreement the Contractor shall be paid the remaining annual balance in full on the date of termination.

**DISCLAIMER OF AND LIMITATION OF LIABILITY.** Contractor is not liable for any malfunction, catastrophic failure, virus or malware infection of the system.

In no event, shall Contractor shall liable for punitive damages, or consequential damages, and no event shall Contractor's liability exceed the amount of compensation he receives under this Agreement. School shall hold Contractor harmless for any damages resulting from malfunction or breakdown of the broadband system.

**DISCLAIMER OF WARRANTIES.** CONTRACTOR MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY PRODUCT OR SERVICE NOT SET FORTH HEREIN. CONTRACTOR SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES FOR MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

ANY PARTS/EQUIPMENT USED OR PURCHASED IS SUBJECT TO THE MANUFACTURER'S WARRANTIES.

**BREACH.** In the event Contractee terminates this Agreement, Contractee agrees to pay Contractor the remaining balance of this contract in full on the date of termination.

**CHOICE OF LAW.** Parties agree that any dispute is subject to the laws of Colorado. Parties agree that any court case will be filed in the state of Colorado, in Rio Grande County.

**ARBITRATION.** Parties agree that in the case of a breach or dispute related to this agreement, they will first seek non-binding arbitration. In the event arbitration does not resolve the issues, parties may then seek redress in the Colorado courts.

**ATTORNEYS FEES.** In the event of any dispute regarding this Agreement, the prevailing party shall be entitled to its attorney's fees and costs to be awarded from any court or tribunal with jurisdiction.

**CONFIDENTIALITY, PRIVACY, AND SECURITY.** See Addendum A, which is incorporated by reference into these Terms and Conditions for all contracts with educational providers.

**FORCE MAJEURE.** In the event that a natural disaster, act of God, war, famine, flood, or act of terrorism occurs, parties shall not be held liable for a failure to, or delay in performing their obligations under this Agreement. Parties shall make every reasonable effort to minimize the delay of performance- however, if the force majeure act continues for longer than 30 days, either party may terminate this Agreement by notifying the other party in writing.

**ENTIRE AGREEMENT MODIFICATION OF AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and these provisions shall supersede or replace any conflicting or additional provisions which may be contained in any other writing, document or the like. In the event of a conflict between any provisions appearing in any other writing and in this Agreement, the provisions of this Agreement shall be controlling. This Agreement may not be modified or amended except in writing with the same degree of formality with which this Agreement has been executed.