

iSi Team, LLC - Service Agreement

THIS SERVICE AGREEMENT (this “**Agreement**”) is made and entered into on 3/9/2022, (the “**Effective Date**”) between Davis Joint Unified School District (the “**Client**”) and iSi Team, LLC, a Georgia limited liability company (“**iSi**”).

BACKGROUND STATEMENTS

- A. iSi guides school districts through mobile technology integration including strategic planning, professional development, and product deployments (the “**Business**”).
- B. The Client desires to engage iSi’s services under the terms of this Agreement, and iSi desires to provide services to the Client.
- C. The parties wish for this Agreement to govern the relationship between the parties and to memorialize their respective rights and obligations.

AGREEMENT

In consideration of their mutual covenants contained in this agreement, the parties, intending to be legally bound, agree as follows.

1. **iSi’s Services.** iSi will provide the Client those services set forth in detail on **Schedule A** and incorporated into this Agreement by this reference. **Schedule A** may be modified, from time to time, upon agreement of the parties to better describe the Services to be provided by iSi. All such activities of iSi are collectively referred to as the “**Services**.”
 - a. iSi will diligently perform the Services and implement the strategic plans established from time to time by iSi and the Client. iSi is familiar with the Services and knows no reason why the Services cannot be adequately performed. iSi will provide the Services through employees and certain independent contractors who have been trained and certified to implement iSi’s Services.
 - b. During the Term of this Agreement, iSi will devote sufficient time, energy, and skill to the Services in fulfillment of iSi’s responsibilities under this Agreement; provided, however, iSi is expressly free to perform services for other parties while performing the Services for the Client.
2. **Term.** The term of this Agreement (the “**Term**”) will commence on the Effective Date and will continue until the earlier to occur of: (i) iSi’s completion of the Services shown on **Schedule A**; and (iii) the termination of this Agreement in accordance with Section 6.
3. **Payment Terms.** Unless expressly otherwise agreed in writing between iSi and the Client, the Client shall pay all invoices in full thirty (30) days from the date of the invoice. Time is of the essence with respect to Client’s obligations to pay all invoices in a full and

timely manner. Notwithstanding the foregoing, it is expressly agreed that Client shall receive a one percent (1%) early payment discount for any amounts paid on or before 30 days after the contract signed date.

4. **Payment Schedule.** The Client will pay to iSi those fees in the amounts and on the dates set forth in detail on **Schedule B** and incorporated into this Agreement by this reference. Pre-payment discounts and cancellation payment policies, if any, are also specified on **Schedule B**.
5. **Independent Contractor Status.** The Client engages iSi as an independent contractor to perform the Services, and iSi accepts this engagement. iSi acknowledges and agrees that iSi is an independent contractor and not an agent or employee of the Client and that iSi has no authority to bind or obligate the Client in any way. Nothing in this Agreement shall be deemed to cause this Agreement to create an agency, partnership or joint venture between iSi and the Client. iSi will indemnify the Client for any breach by iSi of this section that results in liability to the Client.
6. **Contractor Authority.** iSi has full power and authority to enter into this Agreement, and this Agreement does not violate the terms of any other agreement between iSi and any third party. In performing the Services, iSi covenants and agrees not to utilize any invention, discovery, development, innovation, or trade secret of any third party in which iSi does not have a proprietary interest unless iSi obtains all necessary consents required to avoid violation of any third party agreement with respect thereto.
7. **Termination.** Termination. The Client may terminate this Agreement at any time upon thirty (30) days' written notice to iSi; provided, however, that Client shall remain liable for a sixty (60) day pro-rata cost of the school year contract in existence at the time of termination. All sums paid pursuant to such termination shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of all damages sustained by iSi in the event of such cancellation. iSi may terminate this Agreement at any time upon thirty (30) days' written notice; provided, however, that in the event iSi possesses unearned funds (as calculated on a pro rata basis of the school year contract in existence at the time of termination), iSi shall return the unearned funds. In addition, if iSi commits any criminal act or fraud against the Client or any of its clients, commits any willful or negligent act which causes material harm to the Client, or commits serious misconduct in connection with performance of the Services, the Client at any time may terminate the engagement of iSi immediately and without prior written notice to iSi.
8. **Survival.** Upon termination of this Agreement the provisions of Sections 5 through 7 shall not be discharged or dissolved but shall survive the termination or cancellation of this Agreement.
9. **Successors and Assigns.** The parties may not assign any of its rights or duties under this Assignment without the prior written consent of the other party. All provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns.
10. **Severability.** In the event that a court of competent jurisdiction declares any provisions in this Agreement to be unenforceable or void as unreasonable, the other provisions of

this Agreement shall remain in full force and effect to the extent such court does not declare them to be unreasonable or unenforceable.

11. **Waiver.** Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.
12. **Notices.** All notices, demands, or other communications required or desired to be given by any party must be in writing and must be validly given to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If notice or demand is served personally, including by electronic mail delivery, notice is deemed received at the time of personal service. If notice or demand is given by regular mail, notice is deemed received three days after deposit in the United States mail addressed to the party to whom notice is to be given at the address below. Any party may change its address by written notice given in the manner provided.

If to iSi:

Name: Travis Allen, President and CEO

Email: travis@prosolve.com

Address: 44 Milton Avenue, Suite 213, Alpharetta, GA 30009

If to Client:

Name: Carrie McCloud

Email: cmcccloud@djusd.net

Address: 526 B Street, Davis, CA 95616

14. **Amendments.** This Agreement may only be amended in writing signed by both parties.
15. **Counterparts.** This Agreement may be executed and delivered in counterparts, including by facsimile transmission or by email transmission in Adobe PDF, each of which shall be deemed an original and all of which, when taken together, constitutes one and the same Agreement.
16. **Entire Agreement.** This Agreement and any attached Schedules and Exhibits supersedes any and all other agreements, either oral or written, between the parties with respect to the engagement of iSi by the Client. This Agreement contains all of the covenants and agreements between the parties and constitutes the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the parties have entered this Agreement as of the Effective Date.

The Client:

Davis Joint Unified School District

By:



Print Name: Amari Watkins

Print Title: Associate Superintendent of Business Services

iSi:

iSi Team, LLC

By:

Print Name:

Print Title:

Schedule A - Scope of Work

Mobile Escape Room - iSi Team will bring our 40ft Mobile Escape room to DJUSD for two full days. We will provide a max of 6 1 hour sessions per day and have at least 1 staff member on-site to run the entire experience.

Schedule B - Contract Price and Payment Schedule

Service Name	Start Date	End Date	Quantity	Total Price	Invoice Dates and Amounts
2021/22 school year					
Mobile Escape Room	03/09/2022	03/10/2022	2	\$7,750	03/10/2022
Year Total				\$7,750	