

Karst Technology LLC 585 Ruth Street Geneva, OH 44041

Chromebook Services Agreement

Prepared For Buckeye Local Schools on 05/06/2025

Buckeye Local Schools 3436 Edgewood Drive Ashtabula, OH 44004

Introduction:

These Terms and Conditions ("Agreement") govern the provision of IT services by Karst Technology LLC referred to as ("Karst Tech," "Service Provider," "we," "us," or "our") to the client ("BLSD," "Client," "you," or "your"). By using our services, you agree to these terms.

Overview/ Scope:

Up to 960 hours of Technical Services for the period of August 1st, 2025 through June 30th, 2026 (avg. 20 hours/week x 48 weeks). These hours include but are not limited to IT support, troubleshooting, system maintenance, and repairs of chromebooks, laptops, and related components. Hardware purchases, third-party software licensing, and out-of-scope project work may require additional agreements. Any unused hours at the end of the contract period will not roll over unless agreed upon in writing.

Hourly Rates/ Hours:

- Regular Hourly rate of \$20.00 per hour, Monday through Friday.
- Evening rate of \$32.50 per hour for any time worked after hours.
- All hours worked shall be billed in 15-minute increments, rounded to the nearest 15 minute block.
- After Hours refers to after 4pm lasting until 7am, Monday through Friday.
- After-hours work is to be agreed upon by the tech coordinator if services are needed.



- All hours are to be logged in writing and approved by the Technology Coordinator (Tim Pike). The Technology Coordinator must pre-approve any hours above the 960 hour maximum.
- Karst Tech will submit supporting documentation with all invoices.

Confidentiality

Karst Tech and its agents will not use or disclose any client information, except as necessary for or consistent with providing the contracted services, and will use our best efforts to protect against unauthorized use. Karst Tech will comply with all applicable data protection laws, including FERPA and HIPAA (if applicable).

Limitation of Liability

Karst Tech shall perform all services using the same level of care or better than that is expected in the industry. However, in no event shall Service Provider be held liable for indirect, special, incidental or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs and damages. Karst Tech's total liability shall not exceed the amount paid by BLSD for services rendered in the six (6) months preceding the claim. BLSD shall indemnify and hold Karst Tech harmless against any claims resulting from unauthorized use of software, hardware, or other client-provided resources. Karst Tech shall not be liable for failures or damages resulting from pre-existing IT conditions, unauthorized modifications by users, or third-party software/hardware failures.

Client Responsibilities/ Service Provider Access:

- Provide necessary access to systems and facilities for service provision.
- Karst Tech shall have access to all company assets at any time due to the nature of services provided; especially in an emergency situation where certain tools/ assets may be required that are stored/ used at clients facilities.
- Ensure compliance with security guidelines as recommended by the Service Provider.



 If Karst Tech is unable to access necessary systems or facilities, the Technology Coordinator will be notified. If unresolved within 24 hours, escalation to BLSD administration may be required.

Insurance:

- Karst Tech will provide BLSD with a certificate of liability insurance (1 mil occ/ 2 mil agg)

Termination:

- Either party may terminate this Agreement with 60 days' written notice.
- Immediate termination may occur if the Client breaches any terms, including non-payment.
- Upon termination by BLSD, BLSD agrees to pay for any hours worked up to the termination date plus an early termination fee equal to 50% of the remaining unused hours at the standard hourly rate.
- Upon termination of this agreement Karst Tech will remove and recover all service provider owned assets, tools, equipment, etc.

Force Majeure:

Neither party shall be liable for delays or failures due to events beyond their reasonable control, such as natural disasters, cyberattacks, or government restrictions.

Other:

- All individuals providing technology support to BLSD will have an FBI-BCI background check (paid by Karst Tech) conducted at the Ashtabula County Educational Service Center prior to providing any technology support during school hours.
- Karst Tech shall indemnify and hold harmless BLSD from claims directly arising from Karst Tech's negligence or willful misconduct. However, Karst Tech shall not be liable for claims resulting from BLSD's internal policies, staff actions, or third-party vendors.



- Karst Tech will review and follow all Buckeye Local Schools Board Policies and Administrative Guidelines.
- Karst Tech will attempt to provide 24-48 hours minimum notice if regularly scheduled services are unavailable.

Governing Law/ Dispute Resolution:

This Agreement shall be governed by the laws of the State of Ohio and the County of Ashtabula. In the event of a dispute, both parties agree to attempt to resolve the matter through mediation before pursuing legal action.

Amendments:

Modifications to this Agreement require written consent from both parties. Karst Tech will provide a minimum of 30 days' notice for any proposed changes.



Karst Technology LLC 585 Ruth Street Geneva, OH 44041

Your signature below indicates acceptance of this Service Agreement and entrance into an agreement with Karst Technology LLC with a place of business at 585 Ruth Street, Geneva, OH - 44041 and beginning on August 1st, 2025.

| Karst Technology LLC | Buckeye Local Schools |
|----------------------|-----------------------|
| Approved By: | Approved By: |
| | |
| Date: | Date: |
| | |
| Signature | Signature |