

520 N. Cheney St
Taylorville, IL 62568

1500 School St
Hillsboro, IL 62049

www.ctitech.com

(217) 824-6398
(217) 608-0123

INFORMATION TECHNOLOGY SERVICES AGREEMENT

This Information Technology Services Agreement ("Agreement") is made effective as of and from June 1, 2024 and is entered into by and between Computer Techniques, LLC., a corporation, ("CTI") and Rochester CUSD 3A ("Client").

Whereas, CTI is engaged in the business of providing a full range of information technology consulting services; and

Whereas, Client desires to retain CTI to perform information technology services and functions.

Now therefore, in consideration of the mutual promises, covenants and agreements contained herein, the sufficiency and adequacy of such consideration being hereby acknowledged, CTI and Client hereby mutually agree as follows:

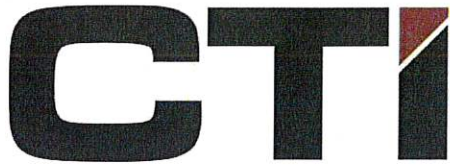
1. Services. This Agreement shall apply to the delivery of information technology services, support, and functions as further described on Exhibit A and Exhibit B attached hereto and incorporated herein by reference (herein individually and collectively referred to as "Services").

2. Term of Agreement. Unless this Agreement is earlier terminated with or without cause as hereinafter provided, the initial 12-month term of this Agreement shall commence on June 1, 2024 and shall end on May 31, 2025.

3. Fees and Payment Terms In exchange for the Services performed by CTI as set forth on Exhibit A (Technology Support and Maintenance), Client shall in addition to the other charges and expenses permitted hereunder pay CTI the sum of ninety-one thousand, five hundred and twenty dollars and 00/cents annually or Seven thousand six hundred and twenty-six dollars and 67/cents monthly; however, CTI reserves the right to increase the said monthly/annual payment amount by an amount not to exceed 5% on an annual basis at the commencement of each subsequent 12-month renewal term.

In exchange for the Services performed by CTI as set forth on Exhibit A (Technology Support and Management), Client shall commit to use CTI services as identified on Exhibit A for a minimum of 12 hours per week at the rate of \$110.00 per hour. In no event shall CTI exceed 12 hours per week for Exhibit A services until and unless written authorization is received from the Client. Hours in excess of 10 hours per week (upon authorization) will be charged at the reduced rate of \$100.00 per hour. CTI reserves the right to increase said hourly rates by an amount not to exceed 5% on an annual basis at the commencement of each subsequent 12-month renewal term.

In exchange for any services performed by CTI as set forth on Exhibit B (Projects Outside the Scope of Technology Support/Maintenance), client shall commit to pay all approved charges in accordance with the Illinois Local Government Prompt Payment Act if applicable after receipt of an invoice detailing such charges.



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Client will pay all undisputed invoices in accordance with the applicable terms of the Illinois Local Government Prompt Payment Act within thirty (30) days of receipt thereof. A late charge of in the maximum amount permitted by applicable law shall accrue on past due undisputed billings. Client shall notify CTI of any billing dispute in writing prior to the payment due date. Client shall be responsible for any costs incurred by CTI in the collection of unpaid invoices including, but not limited to, collection and filling costs and reasonable attorney's fees.

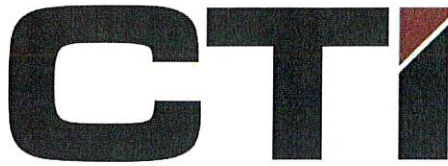
4. Change Authorization Orders. To the extent the Client requires or requests additional services that exceed the Services set forth in Exhibit A, the fees for such additional services shall be set forth on a Change Authorization Order (CAO) signed by the Client and CTI, which will also provide a description of the changed or additional services being requested and authorized. Once a CAO is signed by both parties, it shall be deemed incorporated into this Agreement.

5. Ownership of Materials Related to Services. The parties agree that any materials prepared and delivered by CTI in the course of providing the Services shall be considered works made for hire. All rights, title, and interests of such materials shall be and are assigned to the Client as its sole and exclusive property. Notwithstanding the foregoing, the parties recognize that performance of CTI hereunder will require the skills of CTI and, therefore CTI shall retain the right to use, without fee and for any purpose, such "know-how", ideas, techniques, and concepts used or developed by CTI in the course of performance of the services of this Agreement.

6. Independent Contractor. The parties enter into this Agreement as independent contractors and nothing within this Agreement shall be construed to create a joint venture, partnership, agency, or other employment relationship between the parties. All CTI employees who are assigned to perform services at any Client owned or leased facility shall be considered to be an employee of CTI only and will not be considered an agent or employee of the Client for any purpose. CTI shall be solely responsible for payment of all compensation owed to its employees including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any CTI employee be eligible for or entitled to any benefits of the Client.

7. Confidential Information.

a. Client understands and acknowledges that CTI may, from time to time, disclose "Confidential Information" to the Client. For purposes of this Agreement, the term "Confidential Information" shall include but not be limited to any nonpublic and/or proprietary information or materials relating to CTI's promotional and/or marketing strategy and activity, CTI's pricing information (including but not limited to rates, margins, and budgets), CTI's financial and budget information, CTI's customer or client lists, information about the education, background, experience, and/or skills possessed by CTI employees, CTI employee compensation information, CTI's service and/or sales concepts, CTI's service and/or sales methodology, CTI's service and/or sales techniques, CTI's customer or client satisfaction data or sales information, or any information which CTI marks or identifies as "confidential" at the time of disclosure or confirms in writing as confidential within a reasonable time (not to exceed thirty (30) days) after disclosure. In no event shall the Client use CTI's Confidential Information to reverse engineer or otherwise develop products or services functionally equivalent to the products or services of the Client.



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Except as may be required by applicable law, Client will not disclose CTI's Confidential Information to any third party at any time without the prior written consent of CTI and shall take reasonable measures to prevent any unauthorized disclosure by its employees, agents, contractors, or consultants. The foregoing duty shall survive any termination or expiration of this Agreement.

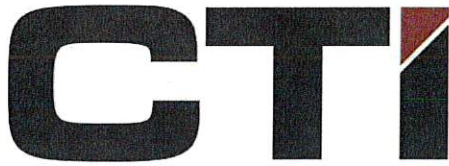
b. CTI understands and acknowledges the Client may, from time to time, disclose to CTI proprietary ideas, concepts, expertise, and technologies developed by Client relating to computer application programming, installation, and operation, and identifying information concerning Client customers or Clients' third-party contractors, vendors, or of third party persons and/or entities providing series to the Client(collectively "Client's Confidential Information"). Client may further provide to CTI documentation, reports, memoranda, notes, drawings, plans, papers, recordings, data, designs, materials, or other form of records or information relating to Clients' business operations (collectively "Confidential Trade

Information"). CTI agrees (i) not to use any Client Confidential Information or Client Trade Information for its own use or for any purpose other than the specific purpose of completing the Service; (ii) not to voluntarily disclose any Client Confidential Information or Confidential Trade Information to any other person or entity; and (iii) to take all reasonable measures to protect the secrecy of, and avoid disclosure or use of, Client Confidential Information and/or Confidential Trade Information. The foregoing duty shall survive any termination or expiration of this Agreement.

c. The following shall not be considered Confidential Information or Client's Confidential Information, or Confidential Trade Information for purposes of this Agreement: (i) information which is or becomes in the public domain through no fault or act of the receiving party; (ii) information which was independently developed by the receiving party without the use of our reliance on the disclosing party's Confidential Information; (iii) information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party; (iv) this Agreement, any invoices submitted to payment, and payment information; or (v) information which is required to be disclosed by law with no further obligation of confidentiality, provided, however, prompt prior notice thereof shall be given to the party whose Confidential Information or Client's Confidential Information or Confidential Trade Information is involved.

d. The parties agree that the disclosure of any of the foregoing Confidential Information or Client's Confidential Information or Confidential Trade Information by either party shall give rise to irreparable injury to the owner of the Confidential Information or Client's Confidential Information or Confidential Trade Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

8. No solicitation of CTI Employees. Client will not, either directly or indirectly (except through CTI) solicit, hire, or contract with any CTI employee during the term of this Agreement and for a one (1) year period following termination thereof (the "No Solicitation Term"). In the event that Client desires to directly hire any CTI employee during the No Solicitation Term, Client must first seek CTI's consent to directly hire the employee and to speak with the CTI employee about the employment opportunity. In the event that CTI grants the Client the option to directly hire a CTI employee, and the CTI employee accepts an offer of employment from Client, the parties shall discuss the issues related to the employee's transition to the Client. The employee's start date will be mutually agreed upon by Client and



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CTI in writing. Provided the parties agree to the CTI employee's transition terms, Client shall pay CTI a placement fee of no less than 20% of offered salary prior to the CTI employee commencing work as an employee of the Client. Unless the parties agree otherwise, Client shall not directly hire more than two CTI employees during the No Solicitation Term. If Client hires a CTI employee without first obtaining the consent of CTI, Client shall pay CTI a liquidated damage equal to 100% of the employee's last salary with CTI prior to the Client hiring such CTI employee.

9. Client Responsibilities. The Client shall have shared responsibility with CTI regarding the following:

a. To ensure that the necessary business and application knowledge is available and conveyed from the Client's existing support team to CTI's support team.

b. Provide ready access to all appropriate computing platforms, documentation (e.g. program source, copybooks, tables, subroutines) and personnel (i.e., end users and technical representatives) necessary to fully understand the current business systems and environments throughout the life of the engagement.

c. Provide at its facility, office space and equipment for CTI's on-site employees. Access will also be provided to the Client's source libraries, test systems, and test data.

d. Provide external communications capability and/or access to its work facility to enable CTI's onsite project team to access the Client's information technology system for after hours or weekend Services as required.

e. Client shall assign an employee or representative to be present at the work facility for any after hours or weekend Services provided by CTI. In the event that the Client declines or fails to assign an employee or representative to be present during such hours, Client waives any and all claims for any property damage or loss that occurs during such time that CTI's employee(s) is on the Client's work facility.

f. Provide passwords and job numbers to CTI employees as needed.

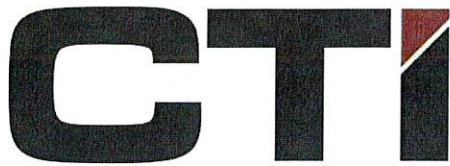
10. Warranty of Services. CTI warrants that all Services performed pursuant to this Agreement shall be performed in accordance with the general standards and practices of the information technology industry in existence at the time the Services are being performed.

11. Employer. CTI represents and warrants to Client that CTI is an Equal Opportunity Employer and does not discriminate in recruitment, hiring, transfer, promotion, compensation, development, and termination of its employees on the basis of race, color, sex, age, marital status, national origin, handicap, religious beliefs, veteran's status or other protected category as required by applicable Federal, State, and local laws.

12. Termination/Default/Remedies.

a. The Client and CTI shall each have the option and right to earlier terminate this Agreement without cause (i.e. for its convenience or for no reason whatsoever) by providing the other party a one hundred twenty (120) day written notice of its intent to terminate this Agreement. Upon termination, CTI will submit a final invoice for all work performed to the effective date of termination.

b. In the case of any default, the defaulting party shall, upon written notice from the non-



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defaulting party, take immediate action to cure or remedy such event of default within ten (10) business days after receipt of such notice. If the event of default is not cured or remedied within such ten (10) business days, the non-defaulting party may terminate this Agreement and/or institute such proceedings as may be necessary or desirable to cure or remedy such event of default(s), including but not limited to, proceeding to compel specific performance by the defaulting party to remedy any and all such defaults of its obligations.

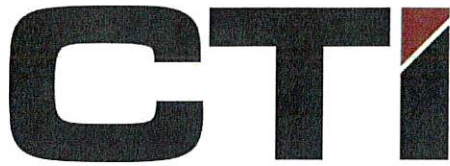
Any delay by the non-defaulting party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive the non-defaulting party of or limit such rights in any way (it being the intent of this provision that the non-defaulting party should not be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches, or otherwise); nor shall any waiver in fact made by the non-defaulting party with respect to any specific event of default under this Agreement to be considered or treated as a waiver of the rights of the non-defaulting party under this Agreement or with respect to the particular even of default, except to the extent specifically waived in writing by the non-defaulting party.

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same event of default by the other party. No waiver made by either of the other party or any condition to its own obligation under the Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

13. Permitted Delays/Force Majeure

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be considered a default or a ground for termination for cause under this Agreement. CTI's time of performance shall be extended, if and to the extent reasonably necessary, in the event: (i) the Client fails to submit information, instructions, approvals, or any other required element in the prescribed form or in accordance with the agreed upon schedules; or (iii) the Client fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for CTI's performance hereunder.

Additionally, neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; required compliance with any applicable regulations, orders, or



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requirements of any governmental body or agency with jurisdiction over a party; or inability to obtain transportation or necessary materials in the open market.

CTI shall notify Client of the estimated impact on its processing schedule, if any.

14. Notices. Notices shall be in writing and shall be served (a) by personal delivery; or (b) by email or facsimile; or (c) by first class mail through the United States postal services; or (d) by UPS or Federal Express mail; or (e) by certified mail, return receipt requested to the Client at 112 Market St, Kincaid, IL 62540; Attention Mary Coy; or to CTI at 520 N. Cheney St., Taylorville, Illinois 62568, Attention: Lindsey Davis; or to the last known address of either party or to the address provided by any successor or assignee if such address has been given in writing. In the event said notice is mailed, the date of services of such notice shall be deemed to be two (2) business days after the date of delivery of said notice to the United States Post Office or to a UPS or Federal Express representative or receptacle.

15. Non-Restrictive Relationship. CTI may provide the same or similar services to other organizations; and the Client may utilize other information technology providers that are competitive with CTI.

16. Captions. The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this agreement.

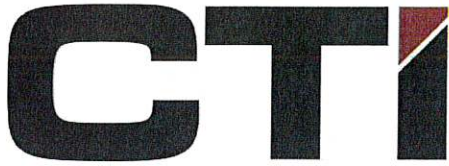
17. Miscellaneous Provisions.

a. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remainder of this Agreement shall not be affected thereby.

b. CTI hereby represents and warrants to the Client that this Agreement has been authorized and approved by CTI's board of directors in full accordance with the CTI's bylaws and articles of incorporation, and the person whose signature appears below is the duly authorized person, representative, and agent of CTI to sign this binding Agreement on behalf of CTI.

c. This Agreement: (a) shall be construed and interpreted in accordance with the laws of the State of Illinois; and (b) this Agreement supersede all prior oral and written understandings and agreements and contains the entire agreement and understandings between the undersigned with regard to the matters set forth herein, and the terms of this Agreement are contractual and not mere recital; and (c) any amendments to this Agreement shall not be recognized unless in writing and signed by all parties to this Agreement; and (d) the venue for any dispute or litigation arising out of this Agreement shall be with the Circuit Court of the 4th Judicial Circuit, in Taylorville, Illinois.

d. This Agreement is binding upon the undersigned and shall inure for the benefit of the Client and CTI and their respective successors and assigns; provided however, CTI shall not assign this Agreement in whole or in part without written consent of the Client .



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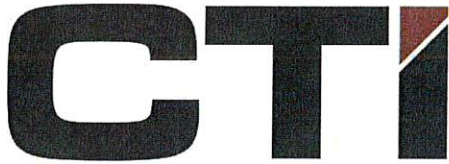
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18. **Indemnification.** To the fullest extent permitted by law, CTI agrees to indemnify and hold harmless the Client from and against all liabilities, complaints, actions, judgments, and costs (including reasonable attorneys' fees and costs) for injuries to persons or damage or destruction to property to the extent arising from the negligent acts or omissions, or the willful conduct of CTI or its employees, agents or contractors.

19. **Insurance.** CTI will maintain general liability insurance policies in amounts set forth on Exhibit C. CTI will name the Client as an additional insured on such policies



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IN WITNESS WHEREOF, the Client and CTI have each executed this Agreement in duplicate by and through their authorized representatives.

"Rochester CUSD 3A"

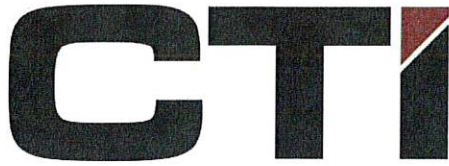
"CTI"

CLIENT

Computer Techniques, LLC.

By: _____
CLIENT

By: _____
Lindsey Davis, Regional MSP Manager
Email: lindsey.davis@cticomputers.com



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Exhibit A-Technology Support and Maintenance

Services Provided:

CTI will provide the services of computer hardware, software, and network consultation, repair, support, troubleshooting, diagnosis, replacement, installation, configuration, and preventative maintenance. Cost of parts is not included in proposal.

CTI will provide such service in the following forms: onsite, in-house service work, telephone, email, or remote technical support. CTI will determine which form of service is appropriate for each task.

Services provided under this proposal will be performed by technicians with the appropriate certification level based on industry standards. CTI will determine which level of technician is appropriate for each task.

This proposal includes 12 hours per week of on-site labour completing the tasks outlined below at a weekly time agreed upon by both parties.

CTI will provide a four (4) hour response time when contacted within our business hours for any work needed outside of the scheduled on-site time.

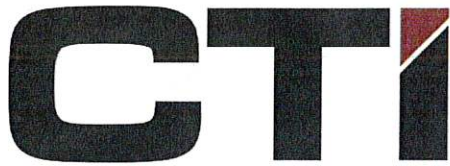
Computer Service and Repair:

This category covers the general maintenance and troubleshooting of the individual workstations. This service includes everything from loading the operating system to installing the productivity software to helping use the applications and troubleshooting hardware.

Server Maintenance and Configuration:

This category includes:

- Maintaining workstation connections to the servers
- Maintaining updates to server operating systems (Weekly)
- Reviewing server event log files (Monthly)
- Updating and/or adding server hardware as needed
- Monitoring hardware health
- Monitoring environmental conditions



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Network Management and Maintenance:

This category includes:

- Troubleshooting network issues
- Monitoring and improving network performance
- Firewall configuration, updates, etc.
- Switch configuration and management

IT Purchasing Advice:

Many organizations rely on their technology consultant to suggest the best products to purchase for a specific task. We can provide you with guidance on all technology purchasing.

Business Technology Consulting:

Many of our services include providing ideas to make business run more smoothly. From time to time, we'll see a technology process and will suggest a change or adjustment.

Client Requirements:

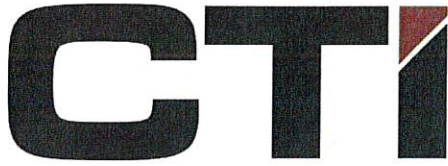
CTI will need the permission to physically and remotely access any areas needed to complete the requested task, along with any security credentials relevant to the situation.

Requests for assistance outside of project work should be requested via the trouble ticket system provided by CTI.

CTI will be provided with a technical point of contact to facilitate communication with CTI.

Items Covered:

- Mileage between locations
- Employee Expenses
 - Cellular telephone usage
 - Overtime
 - Holiday Pay
 - Weekend Pay
 - Insurance
 - Technician training and trade shows
 - Workers' Compensation Insurance
- Liability Insurance



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Items Not Covered:

The following items are not included:

- Hardware and Software
- Internet Access
- Phone Services
- TV Services
- Remote Backup Services
- Custom Software Development
- Website Design and Hosting
- Backup Monitoring (Offered in separate contract.)

Covered Locations:

This is the list of the locations covered by the proposal.

- All properties owned and maintained by Rochester CUSD 3A including the following addresses:
 - Rochester CUSD 3A4 Rocket Drive Rochester, Illinois 62563
 - Rochester Elementary School EC-1 707 West Main Rochester, Illinois 62563
 - Rochester Elementary School 2-3 456 Bertrand Avenue Rochester, Illinois 62563
 - Rochester Intermediate School 900 Jack Taylor Drive Rochester, Illinois 62563
 - Rochester Junior High School3 Rocket Drive Rochester, Illinois 62563
 - Rochester High School1 Rocket Drive Rochester, Illinois 62563

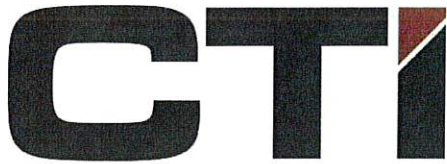
After Hours Response Time:

In the event emergency service is needed after CTI's office hours, CTI will bill Client at a discounted emergency rate of \$225.00 per hour.

Fees:

The fee for the services listed above will be at a rate of \$110.00 per hour with a minimum commitment from the Client of 16 hours per week, totaling \$91,520.00 annually which can be paid in one lump sum or broken down to monthly payments of \$7,626.67. Authorized hours in excess of 16 hours per week will be charged at the rate of \$110.00 per hour.

CTI reserves the right to impose an annual cost increase at each term renewal not to exceed 5%.



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Exhibit B – Projects Outside the Scope of Technology Support/Maintenance

CTI defines a project as follows:

- Any non-service-related work that will incur more than 8 billable hours to complete including planning coordination, and implementation.
- Any non-service work where the risk of downtime to the organization is high and requires planning beyond what is typically needed for a service request.
- Any non-service work where the impact to the organization is high. This can be a project that impacts a group of users, vendors, or other partners. This may be a “line of business” application upgrade or other critical work. This work typically will require special preparation and planning to prepare for potential problems. This work may include contingency planning and preparation.

Example: Server replacements, large software implementations, etc.

All projects will be calculated and quoted for customer approval with an explanation of expected labor and supply costs. Once the project has been reviewed and approved by Client, it will be scheduled outside of the original Technology Support/Maintenance hours.