Total Techs IT LLC

Technical Services Consulting Agreement.

This agreement is by and between the following parties:

"Consultant"	**"Client"**
Total Techs IT LLC.	Kimberly School Dist.
Kevin Emery	
3951 N. 3300 E.	141 Center Street W
Twin Falls, ID, 83346	Kimberly, ID 83341
208-650-3600	208-423-4170
kevin@techemery.com	

The parties listed above (known as "Consultant" and "Client") hereby agree to enter into a business relationship whereby Consultant provides technical services consulting in consideration of payment provided by Client, pursuant to the entire terms of this agreement.

Agreement Term

This agreement will commence on [07/01/2022] and will continue for a period of [12] months.

Cancellation

Either party may cancel this agreement at any time by providing 30 days' written notice via certified mail or email to the other party. In the event of cancellation, Client is responsible for payment of Consultant on a pro-rated basis for consulting services rendered prior to the cancellation date.

Scope of work:

Consultant agrees to provide services including the following:

- Migrate virtual servers from Tek-Wav data center to Involta data center.

- work with involta on setup for Iaas,draas,baas.

- bringing up connectivity between KSD and Involta

- Verify operations of new VM servers.

- Working with Involta to right size the environment.

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Pricing & Payment

Client agrees to pay Consultant a monthly retainer each month for the duration of this technical services consulting agreement, as detailed in the table below:

Name	Price
KDS V.M. migration to Involta	$31,500.00

Total $31,500.00
-Outside of Scope of work time will be billed at $150 for server work and $100 any other IT needs.
This price is for Labor only no equipment included.

Additionally, Client agrees to reimburse Consultant for any additional costs incurred by Consultant in the execution of this agreement, including pre-approved travel and expenses.

Consultant will deliver an electronic invoice to Client on the 1st business day of each month. Client agrees to pay each invoice in full within ** days of receipt.

Intellectual Property

Consultant agrees that all works and creations stemming from work performed under the scope of this technical services consulting agreement

shall be the intellectual property of the Client, and agrees to make no claim to intellectual property stemming from the services performed pursuant to this agreement.

Confidentiality

Consultant acknowledges that, from time to time, they will have access to confidential or proprietary information related to Client's business. Consultant agrees to maintain complete discretion and confidentiality regarding this information, and to refrain from disclosing this information to third parties without prior written consent from Client.

Indemnity

Client agrees to indemnify and hold Consultant harmless against any legal action or damages pertaining to the services provided under the terms of this agreement.

Amendments

This agreement shall represent the full scope of terms between Consultant and Client related to the services described therein. Any addition or modification to this agreement shall require written approval by both parties.

Remote support- PERMISSION TO CONNECT; The Customer hereby permits Total Techs IT LLC to remotely or directly access and connect to the Customer's computer systems and network for the express purpose of providing Service. The Customer will cooperate in good faith to enable such connections to occur.

Remote Monitoring- Total Techs IT LLC may utilize information from a remote software agent(s) (Comodo RMM) that report system data and service information proactively from your system. Acceptance of this agreement acknowledges and approves of the use of this remote reporting tool on your point-of-sale system.

Governance & Dispute Resolution

The terms of this agreement shall be governed according to the laws of [Idaho]. Any disputes or legal proceedings shall be filed and resolved through a neutral arbitrator located in [Idaho]. If Consultant and Client should enter into a dispute, both parties agree that the prevailing party shall have their entire legal fees, including attorneys' fees, reimbursed by the opposite party.

Acceptance

_____
Client Signature
Kimberly School District

_____
Consultant Signature

_____
Date

_____
Date