



BLANKET PURCHASE AGREEMENT

GSA Federal Supply Service Information Technology
Schedule Number GS-35F-0119P

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304)

(Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.)

Harambee Charter School and Verizon Wireless enter into a Blanket Purchase Agreement (BPA) to further reduce the administrative costs of acquiring commercial items from the General Service Administration (GSA) Federal Supply Schedule Contract(s) GS-35F-0119P.

BPAs written to Federal Supply Schedule holders eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of bids and offers. BPAs are permitted with Federal Supply Schedule contractors in accordance with Federal Acquisition Regulation (FAR) Part 13.303.

This BPA will further decrease costs, reduce paperwork and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the Government that works better and costs less.

Signatures:


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Federal Government Sales Operations
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12/27/06
Date


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Harambee Charter School
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1-11-07
Date

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Harambee Institute of Science and Technology Charter School

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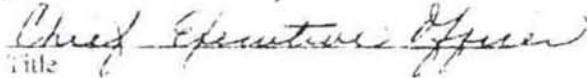
Letter of Agency Signature Authorization

This letter gives signature authority to ALEMAR Consulting, Inc., and its representatives, for the purpose of signing and submitting all forms and related correspondence for Year 10 (2007-2008) of the eRate process (Telecommunications and Internal Connections) as prescribed by contract.



Authorizing Signature,

Date



Title



The following terms and conditions of this Blanket Purchase Agreement (BPA) are agreed to:

(1) SCOPE AND TERM

- (a) All items approved by the General Services Administration (GSA) on Federal Supply Schedule (FSS) GS-35F-0119P, SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304) are available for ordering against this BPA.
- (b) This BPA expires on the ending date of the Federal Supply Service Schedule

(2) ORDERING MINIMUM AND MAXIMUM

The volume of purchases through this BPA will have no minimum or maximum limit.

(3) OBLIGATION OF FUNDS

This BPA does not obligate any funds. Funds will be obligated on orders issued against this BPA.

(4) AUTHORIZED PURCHASERS

Authorized purchasers under this BPA are warranted CUSTOMER representatives. Authorized Signers list to be provided by Harambee Charter School in separate document.

(5) PRICING AND DISCOUNT

- (a) The GSA FSS pricing has been determined fair and reasonable by the General Services Administration. Prices to Authorized Purchasers hereunder shall be as low or lower than those charged Verizon Wireless' customers purchasing under Federal Supply Schedule (FSS) GS-35F-0119P for comparable quantities under similar terms and conditions. Verizon Wireless is responsible for updating any BPA rate schedules.
- (b) Verizon Wireless can voluntarily reduce prices under the Agreement at any time. Spot discounts may be applied to any delivery order as offered by Verizon Wireless. Verizon Wireless may submit a revised rate schedule as an attachment to this BPA and/or negotiate rates for each individual delivery order.
- (c) Discounts against the current GSA Federal Supply Schedule Prices extended to Harambee Charter School under this BPA are as follows:
 - (i) 19% discount from retail, monthly service charges on qualifying plans of \$34.99 and higher
 - (ii) 10,000 line - 2yr commitment discount equipment matrix as revised at least quarterly
 - (iii) 25% discount on accessories
 - (iv) Early Termination and Activation Fees are waived

(6) ORDERING PROCEDURES

(a) ORDERING

- (1) Supplies and/or services to be furnished under this BPA shall be acquired by orders (and modifications and supplements thereto) issued and signed by the ordering officer designated in paragraph (c) below. Unless the contractor rejects an order in writing within five-(5) working days of receipt of such order, the contractor's acceptance shall be final. Upon acceptance by the contractor, each order becomes a separate contract for the supplies or services specified.



(2) All orders are subject to the terms and conditions of this BPA, which shall control in the event of conflict with any order.

(b) CONTENTS OF ORDERS

Orders shall contain the following information:

(1) BPA number, order number, date, and type of order (fixed price, completion type). Delivery orders placed against this BPA will be fixed-priced in accordance with FAR PART 12, Acquisition of Commercial Items, and the terms and conditions of the GSA Schedule. FAR Part 12.207, Acquisition of Commercial Items-Contract Type, mandates the use of firm-fixed price contracts when acquiring commercial items or services.

(2) Item number and description, quantity, and unit price or prices

(c) PROCESSING OF ORDERS

(1) The authorized ordering representative or phone administrator may communicate a detailed description of the requirement and required delivery schedule to the contractor, either orally or in writing.

(2) If so requested, within ten (10) calendar days after receipt of the information, the contractor shall prepare and send to the authorized ordering representative a fully substantiated, detailed, priced proposal with the unit prices and delivery schedule.

(3) The authorized ordering representative may use the information provided on price and delivery as a basis for any further negotiations with the contractor.

(4) Upon final agreement with regard to the price and delivery, a priced order shall be issued.

(7) ORDER MODIFICATIONS

(a) CUSTOMER will designate those representatives authorized to approve modifications to orders placed under this BPA, as long as those modifications do not result in an increased cost or obligation to CUSTOMER. These changes will be communicated to the INSERT CUSTOMER POINT OF CONTACT on a periodic basis (weekly, bi-weekly, or monthly depending on the volume of the modifications), and will then be memorialized via an official modification.

(b) All modifications requiring additional funding or obligation by CUSTOMER shall be done via formal modifications signed by a warranted authorized CUSTOMER representative.

(8) MARKING OF SHIPMENT

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:
MARK FOR
CUSTOMER
BPA #
Address:

(9) INSPECTION AND ACCEPTANCE--DESTINATION

Inspection and acceptance of the supplies/services to be furnished hereunder shall be made at destination specified by CUSTOMER.

(10) SUBMISSION OF INVOICES



- (a) Contractor's Ordering Address and Payment Information:
- a. Ordering Address: Verizon Wireless FSS - Government CUSTOMER Service 7600 Montpelier Road Laurel, Maryland 20723
 - b. For Payment: Verizon Wireless P.O. Box 17464 Baltimore, Maryland 21297-1464
 - c. Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
 - d. The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: Verizon Wireless FSS Government CUSTOMER Service Team: 1-800-295-1614.

Electronic invoices or hard copy invoices shall be sent directly to the address listed in the individual orders. The invoice will then be forwarded to vendor pay for payment. All payments will be paid by the CUSTOMER office identified in the individual delivery order.

ADDENDUMS:

This agreement is contingent upon School Board approval and the School receiving a favorable Funding Commitment Decision Letter (FCDL) from the Universal Service Administrative Company (USAC) for the requested amount. The school/district has the option of reducing the scope of the contract. If, for any reason, funding is denied, this agreement would be null and void.

Verizon Wireless certifies that we are not the subject of the FCC's Red Light Rule. Furthermore, we acknowledge that, should the company become the subject of the Red Light Rule, this agreement would be null and void.



Service

Proposed Option #1

Lines of Service: 35
Total Shared Monthly Anytime Minutes Allowance: 57,750
Night & Weekend Minutes: Unlimited
IN Calling Minutes: Unlimited
Domestic Long Distance: Included

Service Plan	Number of Lines	Overview	Monthly Charge Per User (ea.)	Total Base Monthly Charge*	Total Base Charge for One Year*
America's Choice 1350 for Business with Unlimited IN Calling, Additional Anytime Minutes and Share Option	35	1650 total anytime minutes per line with unlimited IN calling and share option. Unused anytime minutes will pass to other subscribers that have exceeded their anytime minutes during the same monthly billing period.	\$68.84	\$2,409.40	\$28,912.80

Proposed Option #2

Lines of Service: 35
Total Shared Monthly Anytime Minutes Allowance: 57,750
Push To Talk Minutes: Unlimited
Night & Weekend Minutes: Unlimited
IN Calling Minutes: Unlimited
Domestic Long Distance: Included

Service Plan	Number of Lines	Overview	Monthly Charge Per User (ea.)	Total Base Monthly Charge*	Total Base Charge for One Year*
America's Choice 1350 for Business with Push to Talk, Unlimited IN Calling, Additional Anytime Minutes And Share Option	35	1650 total anytime minutes per line with unlimited push to talk, unlimited IN calling and share option. Unused anytime minutes will pass to other subscribers that have exceeded their anytime minutes during the same monthly billing period.	\$76.94	\$2,692.90	\$32,314.80



Equipment

Equipment	Quantity	Consumer/Retail Price (ea.)	Discounted Price (ea.)*	Promotional Offer – Instant Rebate**	Discounted Price (ea.) after additional promotional offer	Total Discounted Price
LG VX8300	35	\$99.99	\$0	N/A	\$ 0.00	\$ 0.00
Kyocera 444	35	\$49.99	\$0	N/A	\$ 0.00	\$ 0.00

Data furnished in this document is subject to the proprietary information limitations described on the cover of this proposal and shall not be duplicated, used, or disclosed in whole or in part for any other purpose.



Service Pricing Plans

America's ChoiceSM for Business: GSA FEDERAL SUPPLY SUBSCRIBERS ONLY

The America's Choice for Business Calling Plans qualify for monthly access fee discounts; 19% discount has been applied and is not eligible for any further discounts.

Standard Monthly Access Fee	\$32.39	\$48.59	\$64.79	\$80.99	\$121.49
Anytime Minutes	450	900	1350	2000	4000
Overage Rate	\$0.25 per minute				

Subscribers may choose one of the following two options*

Option 1: Unlimited IN Calling & Unlimited Nights and Weekends option*

Nights and Weekends Minutes ¹	Unlimited
IN Calling Minutes ¹¹	Unlimited

Option 2: Additional Anytime Minutes & Unlimited IN Calling option*

Additional Anytime Minutes	100 (550 total)	200 (1100 total)	300 (1650 total)	500 (2500 total)	1000 (5000 total)
IN Calling Minutes ¹¹	Unlimited				

*Subscriber may choose only one of the two option packages above.

Additional Optional Features

Share Option (Non-National)	\$4.05 (Monthly access per subscriber in addition to standard monthly access fee)
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Promotional America's ChoiceSM for Business Share Plan: GSA FSS SUBSCRIBERS ONLY

Standard Monthly Access Fee	\$28.34**
Anytime Minutes	200
Overage Rate	\$0.25 per minute
Nights and Weekends Minutes ¹	Unlimited
IN Calling Minutes ¹¹	Unlimited
Share Option (Non-National)	Included

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. ¹Nights and Weekends terms and conditions apply ¹¹IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.

Share Option: Each sharing Subscriber's unused anytime minutes will pass to other sharing Subscribers, that have exceeded their anytime minutes, during the same monthly billing period. Subscribers choosing the Non-National Sharing option cannot share with Subscribers choosing the National Sharing option.

Non-National Sharing: Customer must maintain a minimum of five (5) Agency Subscriber lines, all choosing the Non-National Share Option, at all times to qualify, otherwise Verizon Wireless reserves the right to remove the Share Option from all Subscribers. Non-National Sharing may only be available among Subscribers activating Wireless Service in the same Verizon Wireless market or group of markets. Geographic regions may contain multiple Verizon Wireless markets. Non-National sharing is only available to Subscribers on the same billing account. Unused minutes will be distributed to Subscribers based on their access fee from highest to lowest. International dialing, directory assistance, and features may be categorized together, billed as other charges, and not detailed on the monthly invoice. At the termination of the Agreement, Subscriber lines on America's Choice for Business with Non-National Share Option will be migrated onto applicable government pricing. **Promotional \$28.34 America's Choice for Business Share 200 minute plan is available through 03/31/2007. This plan is only available as a Non-National Share plan.

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America's ChoiceSM for Business with Push to Talk: GSA FEDERAL SUPPLY SUBSCRIBERS ONLY

The America's Choice for Business with Push to Talk Calling Plans qualify for monthly access fee discounts and promotions, when available. The 19% discount to the Standard Monthly Access Fee has been applied, as indicated herein and is not eligible for any further discount.

Standard Monthly Access Fee	\$40.49	\$56.69	\$72.89	\$89.09	\$129.59
Anytime Minutes	450	900	1350	2000	4000
One to One Push to Talk [†]			Unlimited		
Overage Rate			\$0.25 per minute		

Subscribers may choose one of the following two options*

Option 1	Unlimited IN Calling & Unlimited Nights and Weekends option*				
Nights and Weekends Minutes ^{††}	Unlimited				
IN Calling Minutes ^{†††}	Unlimited				

Option 2	Additional Anytime Minutes & Unlimited IN Calling option*				
Additional Anytime Minutes	100	200	300	500	1000
	(550 total)	(1100 total)	(1650 total)	(2500 total)	(5000 total)
IN Calling Minutes ^{†††}	Unlimited				

*Subscriber may choose only one of the two option packages above.

Share Option (Non-National)	\$4.05
(Monthly access per subscriber in addition to standard monthly access fee)	

Promotional America's ChoiceSM for Business Share Push to Talk Plan: GSA FSS SUBSCRIBERS ONLY

Standard Monthly Access Fee	\$36.44**
Anytime Minutes	200
One to One Push to Talk [†]	Unlimited
Overage Rate	\$0.25 per minute
Nights and Weekends Minutes [†]	Unlimited
IN Calling Minutes ^{††}	Unlimited
Share Option (Non-National)	Included

Note: The America's Choice home airtime rate and coverage area includes the Verizon Wireless network with no roaming. See America's Choice for Business Calling Plan Map for details. [†]Push to Talk terms and conditions apply. ^{††}Nights and Weekends terms and conditions apply. ^{†††}IN Calling minutes included with SharePlans are per line and cannot be shared among multiple Subscribers. Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. Toll and long distance charges may apply when making or receiving calls in Puerto Rico.

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b. Wireless Data Service Pricing Plans

NationalAccess/ BroadbandAccess Calling Plans: GSA FEDERAL SUPPLY SCHEDULE SUBSCRIBERS ONLY							
BroadbandAccess/NationalAccess Calling Plans qualify for monthly access fee discounts; 19% discount has been applied and is not eligible for any further discounts.							
	Broadband Access	NationalAccess Only	PDA/Smartphone		BlackBerry™ Solution		
Monthly Access Fee	\$48.59	\$48.59	\$40.49	\$29.99	\$40.49	\$29.99	
Optional Feature Access Fee	N/A	N/A	\$35.99	\$24.99	\$35.99	\$24.99	
MB Allowance	Unlimited	Unlimited	Unlimited	10 MB	Unlimited	10 MB	
Overage Rate Per KB	n/a	n/a	n/a	\$0.008	n/a	\$0.008	
National-Access Roaming	\$0.002 per Kilobyte						
Home Airtime/Min. Rate	\$0.25						
Roaming Airtime/Min. Rate ¹	\$0.69						
Domestic Long Distance ¹	Included						
Broadband Internet Access Service for select BlackBerry/PDA Devices (modem cable required)							
Monthly Access Fee	\$15.00 when added to a Voice Calling Plan with the Unlimited BlackBerry/PDA Feature or Choice Voice and Data Bundle for Business						
Monthly Access Fee	\$30.00 when added to an Unlimited BlackBerry/PDA Data Plan without a Voice Plan.						
NationalAccess (Minutes of Use Plan) Calling Plan: GSA FEDERAL SUPPLY SCHEDULE SUBSCRIBERS ONLY							
Monthly Access Fee	\$28.35	\$44.55	\$60.75	\$81.00	\$121.50	\$162.00	\$243.00
Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Roaming Airtime Rate ¹	Included throughout the 50 States						
Verizon Wireless Long Distance ^{1**}	Included (for Domestic calls made within the 50 States)						

NOTE: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. ¹Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. ¹Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. ^{1**}Long distance charges will apply when making or receiving calls outside the United States.

Harambee CS
 December 6, 2006
 eRate Bid Information
 470# 760130000596373

PROJECT BID FORM – Priority 1 Projects – Telecom and Internet

PROJECT #: _____ NAME OF PROJECT: Cellular Service TOTAL COST (A+B): \$ _____

SECTION A: FOR ELIGIBLE COMPONENTS:

← Per Month →

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Recurring	TOTAL Non-Recurring
35	America's Choice 1350	68.34	2409.40	N/A
35	America's Choice 1350 with PPT	76.94	2692.90	N/A

Comments:

Please refer to Section VIII, Cost Proposal.

SECTION B: FOR INELIGIBLE COMPONENTS:

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Recurring	TOTAL Non-Recurring
35	L6VXB300	0	0	0
35	Kyocera 444	0	0	0



BLANKET PURCHASE AGREEMENT

GSA Federal Supply Service Information Technology
Schedule Number GS-35F-0119P
SPECIAL ITEM NO. 132-53 WIRELESS SERVICES (FPDS CODE D304)

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Michael Maiorana for M. Maiorana

12/27/06

Michael Maiorana
Vice President
Federal Government Sales Operations
Verizon Wireless
7600 Montpelier Road
Laurel, MD 20723
240-568-1300
Michael.Maiorana@verizonwireless.com

Date

John P. Skiff
NAME: JOHN SKIFF
TITLE: CEO

1-11-07

Harambee Charter School
ADDRESS: 640 N. 106th St
Phila Pa 19151
PHONE: 215-472-5770 X307
EMAIL: CLM@harambees.org

Date

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MARK FOR
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ADDENDUMS:

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Verizon Wireless certifies that we are not the subject of the FCC's Red Light Rule. Furthermore, we acknowledge that, should the company become the subject of the Red Light Rule, this agreement would be null and void.



Service

Service Plan	Number of Lines	Overview	Monthly Charge Per User (ea.)	Total Base Monthly Charge*	Total Base Charge for One Year*
Unlimited Data Allowance: BroadbandAccess	1	Unlimited data usage within NationalAccess or BroadbandAccess service area.	\$48.59	\$ 48.59	\$ 583.08

Data furnished in this document is subject to the proprietary information limitations described on the cover of this proposal and shall not be duplicated, used, or disclosed in whole or in part for any other purpose.



Equipment

Equipment	Quantity	Consumer/Retail Price (ea.)	Discounted Price (ea.)*	Promotional Offer – Instant Rebate**	Discounted Price (ea.) after additional promotional offer	Total Discounted Price
V620 PC Card	1	\$149.99	\$0	N/A	\$ 0.00	\$ 0.00

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 verizonwireless

b. Wireless Data Service Pricing Plans

NationalAccess/ BroadbandAccess Calling Plans: GSA FEDERAL SUPPLY SCHEDULE SUBSCRIBERS ONLY
 BroadbandAccess/NationalAccess Calling Plans qualify for monthly access fee discounts; 19% discount has been applied and is not eligible for any further discounts.

	Broadband Access	NationalAccess Only	PDA/Smartphone		BlackBerry™ Solution	
Monthly Access Fee	\$48.59	\$48.59	\$40.49	\$29.99	\$40.49	\$29.99
Optional Feature Access Fee	N/A	N/A	\$35.99	\$24.99	\$35.99	\$24.99
MB Allowance	Unlimited	Unlimited	Unlimited	10 MB	Unlimited	10 MB
Overage Rate Per KB	n/a	n/a	n/a	\$0.008	n/a	\$0.008
National-Access Roaming	\$0.002 per Kilobyte					
Home Airtime/Min. Rate	\$0.25					
Roaming Airtime/Min. Rate ¹	\$0.69					
Domestic Long Distance ¹	Included					

Broadband Internet Access Service for select BlackBerry/PDA Devices (modem cable required)

Monthly Access Fee	\$15.00 when added to a Voice Calling Plan with the Unlimited BlackBerry/PDA Feature or Choice Voice and Data Bundle for Business					
Monthly Access Fee	\$30.00 when added to an Unlimited BlackBerry/PDA Data Plan without a Voice Plan.					

NationalAccess (Minutes of Use Plan) Calling Plan: GSA FEDERAL SUPPLY SCHEDULE SUBSCRIBERS ONLY

Monthly Access Fee	\$28.35	\$44.55	\$60.75	\$81.00	\$121.50	\$162.00	\$243.00
Home Airtime Minutes	150	400	600	900	1500	2000	3000
Per Minute Rate (over allowance)	\$0.40	\$0.35	\$0.35	\$0.25	\$0.25	\$0.20	\$0.20
Roaming Airtime Rate ¹	Included throughout the 50 States						
Verizon Wireless Long Distance ^{1**}	Included (for Domestic calls made within the 50 States)						

NOTE: Subject to the NationalAccess/BroadbandAccess terms and conditions; additional terms and conditions apply to Unlimited, Megabyte (MB), PDA and BlackBerry Plans. BroadbandAccess is available only in specific markets; please see www.verizonwireless.com for current availability. NationalAccess is available in the National Enhanced Services rate and coverage area; see map for details. ¹Roaming, toll, and long distance charges may apply when making and receiving calls outside of the NationalAccess home airtime rate and coverage area and in CDMA countries, see International Roaming terms and conditions. Per minute roaming applies to Voice calls and Quick 2 Net. ¹Domestic long distance is included when placing calls in the America's Choice home airtime rate and coverage area. ^{1**}Long distance charges will apply when making or receiving calls outside the United States.

Harambee CS
 December 6, 2006
 eRate Bid Information
 470# 760130000596373

PROJECT BID FORM - Priority 1 Projects - Telecom and Internet

PROJECT #: _____ NAME OF PROJECT: Broadband Service TOTAL COST (A+B): \$ _____

SECTION A: FOR ELIGIBLE COMPONENTS:

[per Month]

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Recurring	TOTAL Non-Recurring
1	<u>Unlimited Broadband</u>	<u>48.59</u>	<u>48.59</u>	

Comments:

Please refer to Section VIII, Cost Proposal.

SECTION B: FOR INELIGIBLE COMPONENTS:

Qty Units/Hrs	Product/Service Description (include make, model, and components)	Unit Cost	TOTAL Recurring	TOTAL Non-Recurring
1	<u>VGLD</u>	<u>0</u>	<u>0</u>	<u>0</u>

#4



Attachment 1 : Project Bid - Web Hosting
 eRate Bid Information
 January 2, 2007
 Form 470 #760130000596373

Project #: 4		Name of Project : Web Hosting			
Applicant: Harambee Charter School					
Applicant's Form Identifier: HCS_Y10					
Form 470 Application: 760130000596373					
Entity Number : 228148					
Section A : Eligible Components			Total Cost :		
Service Description	Quantity	Description	Unit Cost	Eligible Services Extended Pre-discount Cost	
				Annual	On time Setup fee
Domain name registration		Domain Name Registration is the registering of the name and the charge associated with the registration process	\$35.00	\$35.00	
Webhosting	1	Web Hosting includes two FTP accounts, 5 gigabytes of webspace and storage, Active Service Pages components, .Net programming, FrontPageServer 2002 Extensions. Media streaming and large graphic traffic available. Firewall protection. Repointing of domain name.	\$1,800.00	\$1,800.00	\$0.0
			TOTAL:		0.0

FRN#
1548251

This contract is renewable for up to three years with the approval of vendor and client

* Setup fee is waived for existing clients

Section B: Ineligible Components:

Webgatherings is able to provide services to help its clients fully utilize its Erate eligible services. Services that Webgatherings can provide upon request which are NOT included in this agreement and contract.

Unit Cost	Product/Service Description
\$125/hour	Migration of existing website
\$125/hour	Migration of data
\$125/hour	Training of Staff in use of software

Prepared by: *[Signature]*

Accepted by: *[Signature]*



Attachment 1 : Project Bid – Signature Page
eRate Bid Information
January 2, 2007
Form 470 #760130000596373

Initial Term: July 1, 2007 – June 30, 2008
Client Name: Harambee Charter School
Client Registered Address: 636-640 N. 66th Street, Street Philadelphia, PA 19151

This Summary Service Agreement and Signature page for the Webgatherings' Erate Services Agreement ("Agreement") is made and entered into as of the Effective Date, by and between Webgatherings, LLC, a Pennsylvania limited liability company with its registered office located at 449 North Highland Avenue, Merion Station, PA 19066 ("Webgatherings") and Harambee Charter School ("Client"), and consists of this signature page, order forms, schedules, addenda, exhibits, attachments and any other documents attached hereto, which are incorporated in full by this reference. All provisions and obligations for service and pricing shall be as outlined in Bid Document.

Thus, Webgatherings' Summary Service Agreement contains the complete agreement regarding the transactions between Client and Webgatherings and replaces any prior oral or written communications between said parties. By signing below, the parties agree to be legally bound by the terms of this Summary Service Agreement, Bid Document and Webgatherings' Standard Product Contract.

This contract is renewable for up to three years with the approval of vendor and client.

In consideration of the foregoing and of the mutual covenants and promises set forth herein, the parties signing below, intending to be legally bound, hereby agree to all of the terms and conditions of this Agreement.	
Webgatherings, LLC (Fed. Tax ID 680579999)	Client HARAMBEE
Signature 	Signature
Print Name Irene Glickman	Print Name John Skjef
Title Principal	Title CEO
Date 1-11-07	Date 1-11-07



Attachment 1

Email Hosting and Web Hosting Agreement

TERMS AND CONDITIONS

Section 1: Services

1.1 Scope. Webgatherings will provide Client with access to and use of the web-hosted email services and access to an ftp account for creating and updating its website as set forth on the signature page and further described in the Summary of Services ("Services").

1.2 Service Access. Webgatherings shall provide Client with a user identification and password (together "Access Code") in order to access and update the Services. Webgatherings will distribute the Access Code and activate the Service within three (3) business days of receiving the first payment due hereunder.

1.3 Service Setup. Client shall designate at least one, and not more than three, representatives from the administration, faculty or parent body as the administrator ("Administrator").

1.4 Security. Webgatherings shall use commercially reasonable efforts to secure the Service against unauthorized access. Client shall comply with any reasonable security procedures that Webgatherings may establish from time to time. Client shall not directly or indirectly attempt to access any other client's data. Client shall be responsible for the acts of any person to whom it provides its Access Code. In the event of a security breach, Webgatherings shall have the right to immediately suspend the Service, pending an investigation and resolution of the security breach.

Section 2: Support and Maintenance

2.1 Support. Webgatherings shall be available to provide email support for the Client between 9:00 a.m. and 5:00 p.m. Eastern Standard Time ("Normal Business Hours"). Webgatherings will use commercially reasonable efforts to respond within twenty four (24) hours of receiving an email request for support. All support matters shall be directed through the Client's Administrator to support@webgatherings.com. Webgatherings is not obligated to accept any support inquiries from any users that are not authorized Administrators. Client may request assistance that is outside of the standard support provision by request in accordance with Section 3 (Additional Services).

2.2 Maintenance. Webgatherings shall have the right to perform any routine and emergency maintenance ("Maintenance") required to maintain the quality and stability of the Service. Client acknowledges and accepts that any such required Maintenance may limit or suspend the availability of the Services. The suspension of the Services pursuant to this Section shall not be deemed to be a violation by

Webgatherings of any of its obligations under this Agreement. Notwithstanding the above and subject to the provisions in Section 14 (Force Majeure), suspension of the Service shall not exceed a period of thirty (30) calendar days.

2.3 Backups. Webgatherings is responsible for providing daily backups of Client data. The daily backups will be maintained by Webgatherings on backup tapes. In the event of a loss of data, Webgatherings will restore the data from the last available backup tape within forty eight (48) hours of receiving notice of the loss.

Section 3: Additional Services

Client may request additional services, including without limitation, training, consulting, data conversions and custom development (together "Additional Services"), which will be charged to the Client in accordance with this Section. Any such requests are subject to a two (2) hour minimum commitment and shall be agreed in writing using the separate Order Form available upon request. All separate Order Forms shall become part, and subject to the terms and conditions, of this Agreement.

3.1 Consulting and Development. Upon request by the Client, Webgatherings shall provide consulting and custom development services on a time and materials basis at Webgatherings' then current standard rates.

3.2 Data Conversion. The Client may request assistance from Webgatherings to complete the initial conversion and import of data to the Service or the migration of data ("Data Conversion"). Data Conversions are available to Clients on a time and materials basis at Webgatherings' then current standard rates.

Section 4: Term

This Agreement is effective and the parties' obligations commence on the Effective Date and continue in effect until the expiration of the Initial Term, unless terminated earlier in accordance with Section 15 (Termination). Upon expiration of the Initial Term, this Agreement will automatically renew on a month-to-month basis (each month a "Renewal Term") unless and until (i) either party terminates this Agreement by written notice to the other party thirty (30) days in advance of the expiration of the then current term or (ii) the parties agree and execute a new extended term agreement. Client may, at its discretion, renew selected Services and terminate others; provided,



however, that the Client includes the minimum required Category 1 Service in the Renewal Term.

Section 5: Fees, Taxes and Payment

5.1 Payment Obligation. Client shall pay to Webgatherings the fees for Services in accordance with the terms of this Agreement, the signature page. All Service Fees shall be paid in U.S. dollars. Webgatherings reserves the right to temporarily suspend or terminate Service in the event of non payment. Suspension or termination due to non-payment shall be in accordance with the procedures set forth in Section 5.3 (Payment Procedure).

5.2 Service Fee at Renewal. The Service Fees during the month-to-month Renewal Term are set forth in the signature page. At the beginning of this Renewal Term in August 1, 2008, Webgatherings reserves the right to increase the Service Fees by a percentage equal to the greater of ten percent (10%) or the average monthly change over the previous twelve (12) month period in the U.S. Consumer Price Index plus two and one half percent (2.5%). Webgatherings shall provide the Client with thirty (30) days advance notice of any such increase.

5.3 Payment Procedure. Webgatherings shall invoice the Client for the Service Fees in advance of the Service provision at the interval of a year. Amounts stated on each invoice are due and payable within thirty (30) days after the date of the invoice ("Due Date"), unless otherwise specified on the signature page. In the event that Client fails to make timely payment, Webgatherings may, at its option, (i) provide fifteen (15) days written notice to the Client of its intention to temporarily suspend the Service unless and until the Client becomes current in its payment obligations, or (ii) provide notice of its intention to permanently terminate the Service and this Agreement in accordance with Section 15 (Termination). Webgatherings reserves the right to charge interest fees of up to 5% per month for late payment. If service is suspended due to failure to pay after 30 days after the date of the invoice, then a reinstatement fee may be applied to the balance due upon the discretion of Webgatherings.

5.4 Taxes. Client is responsible for paying all federal, state and local sales, use, value added, goods and services, excise, and other taxes pertaining to Client's use of the Services.

Section 6: Webgatherings' Obligation

In addition to Webgatherings' responsibilities set forth elsewhere in this Agreement, Webgatherings represents and warrants that:

6.1 the Services will be provided in a professional and workmanlike manner, in accordance with industry professional or technical standards;

6.2 subject to Section 11 (Limited Warranty) the routine Maintenance set forth in Section 2.2 (Maintenance), it will use commercially reasonable efforts to maintain the availability of the Services twenty-four (24) hours a day, seven (7) days a week;

6.3 the Service, subject to appropriate use by Client, is in compliance with all applicable federal, state and local laws, including, without limitation, the Children's Online Privacy Protection Act of 1998 and its regulation of information collected from children under the age of 13.

Section 7: Client Obligations

In addition to Client's responsibilities set forth elsewhere in this Agreement, Client represents and warrants that:

7.1 Client shall cooperate with Webgatherings by making available, as requested by Webgatherings, information that Webgatherings reasonably deems necessary to accomplish its obligations and responsibilities hereunder;

7.2 Client shall have sole and exclusive responsibility for the Access Code or other means necessary to restrict access to its information through the Services, and that Webgatherings will be held harmless for any breach in security as a result of the actions or inactions of the Client;

7.3 Client shall have sole and exclusive responsibility and agrees to hold Webgatherings harmless for the content placed on the Client's personalized web site by its users through the Service, including, without limitation, the content communicated in any emails or instant messages by or between its users;

7.4 Client's use of the Service shall fully comply with all applicable federal, state and local laws;

7.5 Client shall not permit any person or entity, other than its authorized users to use or gain access to the Service and shall provide reasonable security devices to protect against unauthorized usage of or access thereto;

7.6 Client will not rent, lease, sublicense, distribute, transfer, copy or modify the Service;

7.7 Client is responsible, at its own expense, for providing all facilities and equipment required for Client's access to the Service.

7.8 Client shall designate the Administrator and furnish Webgatherings with the list of contact name(s) and email addresses(s) of those authorized as such.

7.9 Client shall comply with Webgatherings' Acceptable Use Policy ("AUP"), as amended from time



to time and posted on its web site located at URL: www.webgatherings.com.

7.10 Rights Generally; Copyright. Client acknowledges and agrees that all of the property and all other materials in connection with this Agreement, including, but not limited to, any software (in object code and source code form), script, programming code, data, domain names, copyright, trademarks, trade secrets, know-how, methodologies, processes and other information developed or provided by Webgatherings related to the Services (together "Webgatherings Property"), shall remain the sole and exclusive property of Webgatherings. The Service contains copyrighted software and content, which shall not be copied, distributed, sold or reproduced in similar form.

7.11 No Grant of License. This Agreement does not grant Client any license, title, or any limited rights of ownership in the Service or the Webgatherings Property. Customer may use the Service only in connection with the purposes of this Agreement

7.12 Data Ownership. Webgatherings understands and agrees that Webgatherings receives no ownership rights in the materials, data or records furnished by Client ("Client Data"). Except as specifically authorized by Client in writing, Webgatherings will not disclose Client Data to any third party or make any other use of Client Data.

7.13 Domain Names. Unless the Client established ownership of its domain name through a domain registrant other than Webgatherings, the personalized domain name registered by Webgatherings on behalf of the Client shall remain the exclusive property of Webgatherings.

Section 8: Confidentiality

8.1 Confidential Information. Each party acknowledges that it may have access to confidential or proprietary information and trade secrets of the other party. Accordingly, the provisions of this Agreement, proprietary information and trade secrets of a party, and any information identified by the disclosing party as confidential (together the "Confidential Information"), shall be treated by all parties on a confidential basis. Neither party shall, unless required by law, disclose the other party's Confidential Information without the prior written consent of the other party.

8.2 Return of Information. Upon a party's request or the termination or expiration of this Agreement, such Confidential Information, including copies thereof, shall be returned by the receiving party or, if the disclosing party elects, shall be destroyed.

8.3 Privacy. Webgatherings will not sell, lend or rent any personally identifiable information about the Client or its users. Disclosure of information to

Webgatherings' employees is on a need to know basis only as necessary perform the obligations herein.

Section 9: Limited Warranty

Webgatherings warrants that it will render the Services provided hereunder in a professional and workmanlike manner. Except for the Client's right to terminate and receive a refund in accordance with Section 15 (Termination) and the Client's right to indemnification under Section 13, Webgatherings' sole responsibility and Client's exclusive remedy in the event of any material failure to meet such standard, shall be that Webgatherings shall make commercially reasonable efforts to remedy any resulting deficiencies. Any claim based on the foregoing warranty must be submitted in writing to Webgatherings within a reasonable period of time in order to provide Webgatherings with fair notice and an opportunity to remedy the resulting deficiencies.

Section 10: Disclaimer of Warranty.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, WEBGATHERINGS PROVIDES THE SERVICES "AS IS," WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED. WEBGATHERINGS DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THE SELECTION, USE AND SUITABILITY OF THE SERVICES AND WEBGATHERINGS SHALL HAVE NO LIABILITY THEREFORE. WEBGATHERINGS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES. The warranties provided in this Agreement are solely for the benefit of Client and are not provided to any third party whether or not Webgatherings had knowledge of their use of the Service.

Section 11: Limitations of Liability

11.1 Client acknowledges that the limitations set forth in this Section are integral to the amount of fees levied in connection with this Agreement, and that, were Webgatherings to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. Except for Client's right to terminate and receive a refund in accordance with Section 15 (Termination) and the Client's right to indemnity under Section 13, Webgatherings' maximum aggregate liability to Client for any claim related to, or in connection with, this Agreement shall be limited to the total amount of fees actually paid by Client to Webgatherings in the three (3) months prior to the date in which the claim first arose.

11.2 WEBGATHERINGS SHALL NOT BE LIABLE TO THE CLIENT WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,



PUNITIVE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF REVENUE, OR LOSS OF BUSINESS SUFFERED BY CLIENT. THIS PROVISION APPLIES EVEN IF WEBGATHERINGS IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. WEBGATHERINGS SHALL ALSO NOT BE LIABLE FOR ANY LOSS OF DATA RESULTING FROM UPDATES MADE TO THE SERVICE, DAMAGE TO THE BACKUP MEDIA, DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICE INTERRUPTIONS OR FOR ANY DELAY, FAILURE OF PERFORMANCE OR INTERRUPTION OF THE PROVISION OF THE SERVICES TO CLIENT. The limitations of liability afforded Webgatherings in this Agreement shall apply (i) whether the action in which recovery is sought is based in contract or tort (including, but not limited to, negligence or strict liability), under a statute or rule or otherwise and (ii) notwithstanding that a limited liability party is alleged to be liable jointly with one or more parties or otherwise.

Section 12: Indemnity

Each party agrees to indemnify the other party and to hold the other party harmless for any third party claims, liability or expenses resulting from the first party's intentional misconduct or copyright/patent infringement. Each party will defend and settle at such party's sole expense all suits or proceedings arising from such party's intentional misconduct or copyright/patent infringement. The other party will have the right to participate in the defense of any suit or proceeding through counsel or such other party's own choosing, at such other party's expense.

Section 13: Force Majeure

13.1 Webgatherings' performance of its obligations will be excused or the timeframe for performance will be extended as is reasonably necessary under the circumstances, in the event that Webgatherings is prevented from performing its obligations in whole or in part by fire, flood, explosion, war, strike or labor disputes, embargo, unusual or short noticed government requirement, civil or military authority, act of God or other causes beyond its reasonable control and without the fault or gross negligence of Webgatherings.

Section 14: Termination

14.1 Termination for Cause. Either party may terminate this Agreement immediately upon the giving of final written notice without further obligation to the other party in the event that (i) the aggrieved party ("Non-Defaulting Party") shall have given the other party ("Defaulting Party") thirty (30) days written notice of the Defaulting Party's failure to discharge any material obligation, including the obligation to pay any amounts due and (ii) such failure or default is not cured by the Defaulting Party within thirty (30) days of the initial notice and continues to exist as of the date upon which the Non-Defaulting Party gives final notice of

termination. Termination pursuant to this Section shall be without prejudice to any rights available to the parties at law or equity. Notwithstanding any other provisions in this Agreement, if this Agreement is properly terminated by the Client in accordance with the terms of this Section 15.1, Client shall only be responsible for paying fees for Services rendered up to the date of final notice of termination and Webgatherings shall refund on a pro rata basis all fees paid in advance by the Client for any un-rendered Services covering the period after termination.

14.2 Return of Client Data. Upon termination of this Agreement, Webgatherings shall provide the Client with a copy of the Client Data in machine-readable format provided that Client has (i) paid all Service Fees owed to Webgatherings under this Agreement and (ii) requested such copy in writing within thirty (30) days of termination.

Section 15: General

15.1 Entire Agreement. This Agreement constitutes the entire agreement between Webgatherings and Client with respect to the subject matter of this Agreement and supersedes all prior representations, proposals, discussions and communications, whether oral or in writing.

15.2 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns and legal representatives. Client may not assign this Agreement or any right granted hereunder, or sublicense, or permit any other person to obtain or exercise any rights in this Agreement or in respect of the Service in whole or in part.

15.3 Governing Law. The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to the conflicts of laws provisions thereof. Other than as provided in Section 16.5 (Arbitration), any action brought pursuant to this Agreement shall be commenced in federal or state court located in the Commonwealth of Pennsylvania. The parties hereby consent to personal jurisdiction in the federal and state courts in Pennsylvania and waive any right to a change of venue.

15.4 Severability. If any provisions of this Agreement or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall continue in full force and effect.

15.5 Arbitration. The parties agree that, if they are unable to resolve any dispute arising under this Agreement within thirty days (30) days after notice of dispute, such dispute shall be settled by binding, non-appealable arbitration administered by the Philadelphia office of the American Arbitration Association ("AAA") in