

b. Wireless Data Service Pricing Plans

VZEmail™ Calling Plans (PDA/Smartphone and BlackBerry Solution)			
Eligible for monthly access fee discounts. 19% discount has already been applied as indicated herein and is not eligible for any further discount			
	PDA / Smartphone / BlackBerry Solution		GlobalEmail*
Monthly Access Fee	\$29.99	\$40.49	\$56.69
Optional Feature Access Fee^{††}	\$24.99	\$35.99	\$51.99
MB Allowance	10 MB	Unlimited	Unlimited**
Overage Rate Per KB	\$0.005	n/a	n/a
Wireless Sync or BlackBerry Solution	Included		
Good Mobile Messaging	\$4.05 additional monthly access fee per line		
NationalAccess Roaming	\$0.002 per kilobyte (Canada)	\$0.030 per kilobyte (beyond tier 1 countries)	
Per Minute Rate^{†††}	\$0.25 per minute		
Domestic Long Distance^{††}	Included		

Notes: Current NationalAccess, BroadbandAccess, and VZGlobal coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ^{††}Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher. PDA/Smartphone Subscribers may also choose a \$0.00 access fee feature with 0MB and \$0.15 per KB overage (Wireless Sync not included, but can be added for \$5.00 monthly fee). For optional features, the underlying calling plan determines the rates for voice, airline, and domestic long distance. ^{†††}Home Airline Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. *GlobalEmail PDA/Smartphone Subscribers may also choose a Pay Per Use GlobalEmail feature with no monthly access fee \$0.002 per KB/ Canada, \$0.020 per KB/ Western Europe, \$0.030 per KB/ rest of the world. **GlobalEmail Unlimited Data in the U.S., Canada, and Tier 1 Countries Western Europe. Please visit www.VerizonWireless.com for country lists and listings.

VZAccess™ Calling Plans (NationalAccess/BroadbandAccess and GlobalAccess) for Internet browsing, email, or intranet access

Eligible for monthly access fee discounts 19% discount has already been applied as indicated herein and is not eligible for any further discount.

	NationalAccess	BroadbandAccess	GlobalAccess*
Monthly Access Fee	\$48.59	\$48.59	\$105.29
NationalAccess Roaming	\$0.002 per Kilobyte** (Canada)		\$0.030 per kilobyte (beyond tier 1 countries)
Other Data Services/ Per Minute Rate ¹	\$0.25 per minute		
Domestic Long Distance	Included		

Notes: Current NationalAccess, BroadbandAccess and GlobalAccess coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. ¹Home Airtime Rate applies to voice calls, IS-95 and other non-NationalAccess data usage in the United States. * GlobalAccess internet browsing, email, or intranet access applies to BroadbandAccess and NationalAccess usage within the United States and Canada as well as an allowance of 100MB (\$0.005/KB overage rate) in Tier 1 Countries, and an allowance of 0MB (\$0.030/KB) in Tier 2 Countries. **Subscribers to NationalAccess and BroadbandAccess Unlimited plans using Global PC Cards may also add GlobalAccess Pay-Per-Use at \$0.002/KB in Canada, \$0.020/KB in Tier 1 Countries, and \$0.030/KB in Tier 2 Countries.

BroadbandAccess Connect Feature Plans (for Internet browsing, email, or intranet access)

Eligible for monthly access fee discounts Discount has already been applied as indicated herein and is not eligible for any further discount.

	Optional Feature Access Fee	MB Allowance	National Access Roaming
For Unlimited VZEmail Optional Feature Subscribers	\$15.00	Unlimited	\$0.002 per Kilobyte
For Unlimited VZEmail Plan Subscribers	\$24.00		

Notes: BroadbandAccess Connect is currently available on select voice and data devices, and provides BroadBandAccess/NationalAccess service utilizing the device as a modem. A mobile office kit, VZAccess Manager Software, a cable for tethering, and/ or a software update may be required. Bluetooth® is not supported with BroadbandAccess Connect. The LG 9200 is not capable of roaming with tethered access on the National Enhanced Extended Service Area. Other data roaming rates apply to IS-95 and other non-NationalAccess data usage in the United States, as determined by the underlying calling plan, or \$0.25 per minute. Optional Features may be added onto an eligible calling plan with a monthly access fee of \$34.99 or higher.

BlackBerry® Enterprise Server (BES) v4.1						
BlackBerry Enterprise Server Version 4.1 for Microsoft® Exchange, IBM® Lotus® Domino®, or Novell® GroupWise						MSRP
BlackBerry Enterprise Server 4.1 – Includes 20 Client Access Licenses (CALs)/ seats (supports up to 2000 seats)						\$ 4,099.00
BlackBerry Enterprise Server Verizon 4.1, CALs for Microsoft Exchange, IBM Lotus Domino, or Novell Groupwise						
Number of CALs/ seats	1 CAL	5 CALs	10 CALs	50 CALs	100 CALs	500 CALs
MSRP	\$99	\$429	\$699	\$3,299	\$5,999	\$27,499
Small Business Edition (SBE) BlackBerry Enterprise Server Version 4.1 for Microsoft Exchange, IBM Lotus Domino, or Novell GroupWise						MSRP
SBE BlackBerry Enterprise Server 4.1 – Includes 5 CALs/ seats (supports up to 15 seats)						\$ 1,199.00
Small Business Edition BlackBerry Enterprise Server Version 4.1 CALs for Microsoft Exchange, IBM Lotus Domino, or Novell GroupWise						
Number of Users	1 User			5 Users		
MSRP	\$99			\$429		
Wireless Sync Enterprise Server						
Wireless Sync Enterprise Server* (unlimited number of VZEmail users included) (Microsoft Exchange, Lotus Notes/ Domino)					\$1,999.00	
Device Management Feature (VZEmail Subscribers only)					\$5.99 per month per Subscriber line	
File Sync Feature (VZEmail Subscribers only)					\$5.99 per month per Subscriber line	
Wireless Sync Enterprise Server (CALs) Packs (Device Management Packs/ File Sync Packs/ Non-Verizon Wireless Email Packs)						
License Pack**	5 Users	10 Users	25 Users	50 Users	100 Users	500 Users
Price per Pack	\$495.00	\$960.30	\$2,351.25	\$4,455.00	\$7,920.00	\$37,125.00
Price per user	\$99.00	\$96.03	\$94.05	\$89.10	\$79.20	\$74.25

Notes: See attached Calling Plan and Feature Details for important information about calling plans, features and options. Customer may add the Device Management feature and/or File Sync feature to VZEmail Subscriber lines for an additional \$5.99, per feature, per month or Customer may purchase a Device Management CAL, and/or File Sync CAL for VZEmail and Non-Verizon Wireless Email users. Wireless Sync Enterprise Server provides e-mail synchronization for subscribers using compatible PDAs on multiple wireless carriers. All of Customer's Verizon Wireless Subscribers with compatible PDAs with VZEmail plans and/or features are included at no extra charge with Customer's purchase of the Wireless Sync Enterprise Server, however, Customer must purchase CAL's for its non-Verizon Wireless users. Other carriers' subscribers must contact their carrier or the server manufacturer for support. Additional information including a list of approved devices is available at www.wsync.com/wses. *Wireless Sync Enterprise Server qualifies for accessory discounts. Separate CALs are required for each feature for each user. **Individual Wireless Sync CALs are not available; Wireless Sync CALs are only available in packs. BES and Wireless Sync prices are subject to change

SECTION III – CONTRACT

BLANKET PURCHASE AGREEMENT
Harambee Charter School
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 ("Customer") 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:

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

Date

NAME
TITLE
Harambee Charter School
ADDRESS
ADDRESS
PHONE
EMAIL

Date

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 Customer 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 Customer 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 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:
Harambee Charter School
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.
- (b) 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 Customer office identified in the individual delivery order.

ADDENDUMS:

This contract 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, the contract would be null and void and Verizon Wireless would not hold the School liable for any costs over their USAC discounted share.

Verizon Wireless will abide by the conditions set forth in the bidder requirement section of this RFP unless otherwise noted in Section VIII of the original proposal dated January 4, 2007.

Please note that Verizon Wireless' GSA-FSS contract is scheduled for renewal in December of 2008. Services and prices in this proposal quoted beyond December of 2008 are contingent upon renewal of Verizon Wireless' GSA-FSS contract.



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 <i>HARAMBEE</i>
Signature <i>Irene Glickman</i>	Signature <i>John D. Skjef</i>
Print Name Irene Glickman	Print Name <i>John Skjef</i>
Title Principal	Title <i>CEO</i>
Date <i>1-11-07</i>	Date <i>1-11-07</i>



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 or 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



accordance with its Commercial Arbitration Rules. The arbitrator may award any remedy he or she deems necessary, including monetary, equitable or injunctive. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. All defenses based on the passage of time shall be tolled pending termination of the arbitration. Nothing in this Section shall preclude a party from seeking injunctive relief in order to protect its rights pending arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver or breach of the obligation to arbitrate.

15.6 Notice. Unless otherwise specified herein, any notices or other communications required or permitted hereunder shall be given in writing and be delivered personally or sent by a nationally recognized overnight courier to the Client at the address specified on the signature page and to Webgatherings at 449 North Highland Ave., Merion Station, PA 19066, Attn: Irene Glickman (or as subsequently designated by a party by notice to the other party given in accordance with this Section). Such notices or other communications shall be effective on the date of receipt.

15.7 Survival of Terms. The provisions of Sections 8 (Property Rights), 9 (Confidentiality), 11 (Disclaimer of Warranties), 12 (Limitations of Liability), 13 (Indemnity) and 16 (General) shall survive termination of this Agreement for any reason.

15.8 Independent Contractors. The parties hereto are and shall remain independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture or agency relationship between the parties. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

15.9 Authority to Contract. Each party represents that it has the full power and authority to enter into this Agreement and to convey the rights herein conveyed. Each party further represents that it has not entered into nor will it enter into any agreements that would conflict with its obligations hereunder or would render it incapable of satisfactorily performing hereunder.

15.10 Headings. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof.

15.11 No Waiver. No provision of this Agreement may be waived, amended or otherwise modified except by a written agreement signed by each party hereto. The waiver by either party of the breach of any provision hereof shall not be construed as a waiver of subsequent breaches or as a continuing waiver of such breach.

15.12 Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which taken together shall constitute one and the same instrument.

END MAIN BODY OF TERMS AND CONDITIONS



Attachment 1

Email Hosting and Web Hosting Agreement ADDENDUMS TO TERMS AND CONDITIONS

- 1) This contract 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.
- 2) Webgatherings, LLC. 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, the contract would be null and void and the Webgatherings, LLC.



Attachment 1 : Project Bid - Email Hosting

eRate Bid Information

January 2, 2007

Form 470 #760130000596373

Project #: 5		Name of Project : <u>Email Hosting</u>			
Applicant: Harambee Charter School					
Applicant's Form Identifier: HCS_Y10					
Form 470 Application: 760130000596373		FRN: 1733122			
Entity Number : 228148					
Section A : Eligible Components					Total Cost: _____
Service	Quantity	Description	Unit Cost	Eligible Services Extended Pre-discount Cost	
				Annual	*One Time Setup Fee
E-Mail Account Fees		20-meg E-Mail account fees. Web access and POP access available.	\$6.50/mailbox	\$6.50 x _____	\$0.0
E-Mail Account Fees		50-meg E-Mail account fees. Web access and POP access available.	\$12.50/mailbox	\$12.50 x <u>55</u>	\$0.0 <u>\$12.50</u>
E-Mail Account Fees		75-meg E-Mail account fees. Web access and POP access available.	\$18.00/mailbox	\$18.00 x _____	\$0.0
E-Mail Service	1	Setup includes branding e-mail with the school logo and access of e-mail via the school's own domain name. Recurring fee is the yearly service fee. The non-recurring fee is for the initial customization service.	\$350.00	\$350.00	\$0.0
TOTAL:					

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

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 exiting email
\$125/hour	Training of Staff is use of software

John P. King



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 Skjett
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 is 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.

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- 2) Webgatherings, LLC. 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, the contract would be null and void and the Webgatherings, LLC.

HARAMBEE INSTITUTE CS

eRate Bid Information

470# 760130000596373

ATTACHMENT 1: CONTRACT



Geoffrey P. Deans

45 E. City Line Ave. #345

Bala Cynwyd, PA 19004

V-(215) 206-5525 F-(215) 477-0740

e-mail: gpd@verizon.net

SPINN # 143020516

FRN: 1688467

This Contract is for the Funding Year 07-01-2007 / 06-30-2008 at a rate of \$90.00 per hr. for 225 hrs. With a total cost of \$20,250.00

We will also extend this pricing for a two year Contract at the same rate of \$90.00. The two year total will be \$40,500.00

We will also extend this pricing for a three year Contract at the same rate of \$90.00. The three year total will be \$60,750.00

Please initial which service you wish to accept.

Harambee's portion of the above contract based on 90% funding by F-rate is \$2025.00

Harambee's portion of the above contract based on 90% funding by F-rate is \$4050.00

Harambee's portion of the above contract based on 90% funding by F-rate is \$6075.00

- This contract 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.
- Geoffrey Deans 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, the contract would be null and void and Geoffrey Deans would not hold the District/School liable for any costs over their USAC discounted share

HARAMBEE INSTITUTE CHARTER SCHOOL

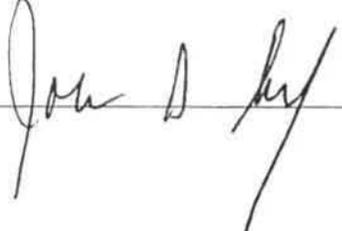
c/o ALEMAR Consulting, Inc.

442 Lyndhurst Drive

Broomall, PA 19008-4146

Form 470 # **760130000596373**

Signature:  Date: 1-02-2007

Signature:  Date: 1-11-07