



36 Brunswick Avenue ■ Gardiner ME 04345
Phone 207.588.5000 ■ Fax 207.588.5055
www.kannoncom.com ■ Toll-free
888.363.7378



SPIN #143010301

Services Agreement:

This Agreement is entered into by and between NKTechnologies, Inc, the parent corporation of Kannon Communications (hereinafter "NKT"), located at 36 Brunswick Avenue, Gardiner, ME

and

Duxbury Public Schools (hereinafter "DPS"), its administrative office located at 130 St. George Street Duxbury, MA 02332

Whereas; DPS desires email hosting services (hereafter "Hosting") for its school/district and,

Whereas, NKT provides Hosting for email/archive/websites and desires to provide Hosting to the DPS; and,

Now, therefore, in consideration of the premises and mutual covenants set forth herein, the parties agree as follows:

1.0 Term and Renewal.

This is a one year agreement with four 1 yr. voluntary extensions, commencing July 1, 2014. NKT shall provide Hosting and Services/Support according to the terms set forth below. Assuming neither party is in default, this agreement will be self renewing on a year-to-year basis, according to a schedule of mutually acceptable rates and terms. Each party has the unilateral right to cancel the renewal with notice to the other at least 90 days prior to the renewal date.

2.0 Products and Services.

Kannon Communications (KC), a division of NKTechnologies, Inc (NKT) will provide the following products and services to DPS:

- Hosting for up to 590 staff and 1,895 student email accounts.
- Archiving for up to 590 staff accounts
- 2,485 anti-spam accounts
- Includes email related hosting up to unlimited storage, subject to legal limits.
- Ongoing & unlimited support services to DPS Network Administrator & Technology Coordinator for all services.

Telephone & Internet customer support from 9:00AM to 5:00PM, Monday through Friday, Eastern Time, excluding national holidays.

3.0 Provision and Protection of Information.

3.1 Reliance and Indemnification

NKT shall be entitled to rely upon all such information, provided by the DPS, in connection with systems and services to be rendered hereunder. DPS shall indemnify and hold harmless NKT from and against any and all loss, cost, damages, expenses or fees, including reasonable attorney fees, incurred by DPS if all or any portion of such information is found to be untrue, incomplete or misleading in any respect.

4.0 Termination of Contract

4.1 Breach and Notice of Cure

Subject to the provisions of the section entitled "Force Majeure", if either party shall fail to fulfill, in a timely and satisfactory manner, its obligations under this Agreement, or shall violate any of the covenants, conditions, or stipulations of this Agreement, which failure or violation shall continue for twenty one (21) business days after written notification of such failure or violation is received by other party, then affected party shall thereupon have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date thereof, at least seven (7) calendar days before the effective date of such termination.

4.2 Surrender of Property

Upon any termination of this Agreement each party shall return to the other party all materials of such other party then in the returning party's possession. Ownership of each party's materials shall remain with the party originally owning the same.

4.3 Provision for Budgetary Funding

This contract can be terminated by DPS, with written notice to NKT a minimum of 90 days prior to effective date of termination, should funding for Hosting services be eliminated from the DPS annual budget.

5.0 Indemnification

5.1 NKT will defend, indemnify and hold harmless DPS from claims against DPS that the Software or Services infringe any patent, copyright, trade secret or other right of any third party, provided that DPS promptly advises NKT of the existence of such claim. NKT shall have the sole control of the defense and settlement of any such claim. DPS shall have the right, at DPS' expense, to engage separate legal counsel to participate in such defense. If the Software or Services is found to infringe any such rights or if NKT is enjoined from the continued provision thereof or of any portion thereof, NKT shall, at its sole expense, either (a) obtain a license from all necessary third parties to permit such continued provision, or (b) replace or modify the applicable portions to eliminate such infringement, provided that no such

replacement or modification shall cause a degradation in functionality or performance.

5.2 DPS will defend, indemnify and hold harmless NKT from any loss, damage, cost or expense NKT may incur as a result of the negligence or willful misconduct of DPS in connection with its performance or failure of performance hereunder or from any claim that DPS' performance hereunder violates or is contrary to any law or regulation.

5.3 In the event a party fails to exercise its duty to defend under any provision of this Section 5.0 upon reasonable written notice, the other party shall have the right to control such defense and to charge the party contractually obligated to conduct such defense therefore.

6.0 Integration and Modification.

6.1 This instrument contains the entire Agreement between the parties. However, should either party from time to time request changes to the Agreement, such changes shall be effective when mutually agreed upon between the parties and incorporated in writing in this Agreement. Any changes in terms or conditions of this Agreement must be consistent with federal and state laws or where applicable.

6.2 Modifications hereto shall be in writing and signed by authorized representatives of both parties. In the absence of information to the contrary, it shall be reasonable for either party to rely upon the other party's authority to sign and bind their respective principal.

7.0 Applicability of State Law.

This Agreement is made subject to and shall be interpreted and construed in accordance with the laws of The Commonwealth of Massachusetts.

8.0 Assignment

This Agreement and the rights and obligations of either party may not be assigned or transferred voluntarily or involuntarily, by operation of law, without the prior written consent of either party. Such assignment, whether voluntarily or by operation of law, unless with the prior written consent of the other party, shall give either party the right to terminate said Agreement.

9.0 Force Majeure

Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence. Dates or time of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delays.

10.0 Severability

If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then all parties will be relieved of the obligations arising under such provision, but only to the extent that such provision is illegal,



93 Chandler Street
Duxbury, MA 02332

FY	PO NUMBER	Revision
2015	150803	0

Issue Date: 09/15/2014

Date Required: _____

CLOSED

PO DESCRIPTION: First Class Licensing and Archiving

ISSUED TO:

KANNON COMMUNICATIONS - 6902
36 BRUNSWICK AVENUE
GARDINER, ME 04345-0000
Fax: 207-588-5055

VENDOR CONTACT INFO:

Main Contact
Office: (207) 588-5000
Fax: 207-588-5055

FOR FURTHER INFORMATION CONTACT:

Suzanne Hughes -
shughes@duxbury.k12.ma.us

PLEASE SEND INVOICES IN DUPLICATE TO:

Duxbury Public Schools

SHIP TO:

ALDEN SCHOOL
75 ALDEN STREET
DUXBURY, MA 02332

BILL TO:

DUXBURY PUBLIC SCHOOLS BUSINESS OFFICE
ATTN: ACCOUNTS PAYABLE
93 CHANDLER STREET
DUXBURY, MA 02332

CLOSED

Item	Description	Qty	Unit Price	Cost
1	First Class Hosted Staff Accounts - July 1, 2014 thru June 30, 2015 Item ID: First Class - Hosted Account #: 100-2455-4-219-12-5-5 Account Name: DIST EDU COMPHW EQUIP REPAIR	590.0	\$10.00	Item Total: \$5,900.00
2	First Class Student Accounts - July 1, 2014 - June 30, 2015 Item ID: First Class Hosted Students Account #: 100-2455-4-219-12-5-5 Account Name: DIST EDU COMPHW EQUIP REPAIR	1895.0	\$2.55	Item Total: \$4,832.25
3	First Class Hosted Staff Archive Item ID: First Class Hosted Staff Archive Account #: 100-2455-4-219-12-5-5 Account Name: DIST EDU COMPHW EQUIP REPAIR	590.0	\$7.00	Item Total: \$4,130.00
4	First Class Anti Spam Accounts - 2,485 Accounts at a cost of \$1.7501 Item ID: First Class Anti Spam Accounts Account #: 100-2455-4-219-12-5-5 Account Name: DIST EDU COMPHW EQUIP REPAIR	1.0	\$4,349.00	Item Total: \$4,349.00

PO DETAILS CONTINUED ON NEXT PAGE



Duxbury Public Schools
 93 Chandler Street
 Duxbury, MA 02332

FY	PO NUMBER	Revision
2015	150803	0

Issue Date: 09/15/2014

Date Required: _____

CLOSED

PO DETAILS CONTINUED

Item	Description	Qty	Unit Price	Cost
5	40% reimbursement - district will retrieve funds. Item ID: ERATE Account #: 100-2455-4-219-12-5-5 Account Name: DIST EDU COMPHW EQUIP REPAIR	1.0	\$0.00	Item Total: \$0.00

CLOSED

CLOSED

DO NOT DUPLICATE ORDER

IF THE TOTAL PRICE SHOWN ON THIS ORDER IS NOT CORRECT PLEASE CALL (781) 934-7600 BEFORE PROCEEDING.

This order is exempt from Massachusetts Sales and Use Tax Exemption Number E046 001 136

TOTAL OF PURCHASE ORDER: \$19,211.25

Active FY: 2015
 Dept: School Department - Technology
 Requisitioned by: Gail Callahan
 Requisition #: 849
 Vendor #: 6902

APPROVED BY

Superintendent of Schools



93 Chandler Street
Duxbury, MA 02332

FY	PO NUMBER	Revision
2015	150733	0

Issue Date: 09/11/2014

Date Required: _____

CLOSED

PO DESCRIPTION: First Class Licenses for Students

ISSUED TO:

KANNON COMMUNICATIONS - 6902
36 BRUNSWICK AVENUE
GARDINER, ME 04345-0000
Fax: 207-588-5055

VENDOR CONTACT INFO:

Main Contact
Office: (207) 588-5000
Fax: 207-588-5055

FOR FURTHER INFORMATION CONTACT:

Suzanne Hughes -
shughes@duxbury.k12.ma.us

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Duxbury Public Schools

SHIP TO:

ALDEN SCHOOL
75 ALDEN STREET
DUXBURY, MA 02332

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ATTN: ACCOUNTS PAYABLE
93 CHANDLER STREET
DUXBURY, MA 02332

Item	Description	Qty	Unit Price	Cost
1	45 Student Licenses Item ID: FC Student Licenses Account #: 100-2455-5-219-06-3-5 Account Name: DMS INSTRCTN SOFTWARE SUPPLIES	45.0	\$2.55	Item Total: \$114.75

CLOSED

DO NOT DUPLICATE ORDER

IF THE TOTAL PRICE SHOWN ON THIS ORDER IS NOT CORRECT PLEASE CALL (781) 934-7600 BEFORE PROCEEDING.

This order is exempt from Massachusetts Sales and Use Tax Exemption Number E046 001 136

TOTAL OF PURCHASE ORDER: \$114.75

Active FY: 2015
Dept: School Department - Technology
Requisitioned by: Gail Callahan
Requisition #: 826
Vendor #: 6902

APPROVED BY

Superintendent of Schools

