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CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") dated this 1st day of July, 2024

BETWEEN:

Spring Lake Board of Education of 411 Tuttle Avenue, Spring Lake, NJ 07762, USA (the
"Client")

- AND -

Ellicott Network Consultants, LLC of 106 Broad St, Manasquan, NJ
08736 (the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - The Contractor will provide the Client with secondary support to the on-premise building computer / network administrator, advise and support back-office or network infrastructure issues as needed.
2. The Services will also include any other tasks which the Parties may agree on. The

Contractor hereby agrees to provide such Services to the Client

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until June 30, 2025, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to June 30, 2025, that Party will be required to provide at least 30 days' notice to the other Party.

Compensation

5. **For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor at the rate of \$3500.00 per quarter.**
6. **The Compensation will be payable on a quarterly basis, while this Agreement is in force.**

Reimbursement of Expenses

7. The Contractor will be reimbursed from time to time for all agreed upon expenses incurred by the Contractor in connection with providing the Services hereunder.
8. The Contractor will furnish vouchers to the Client for all such expenses.

Return of Property

9. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

10. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

11. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. Spring Lake Board of Education
411 Tuttle Avenue, Spring Lake, NJ 07762, USA

b. Ellicott Network Consultants, LLC
106 Broad St, Manasquan, NJ
08736

or to such other address or email as any Party may from time to time notify the other.

Indemnification

12. The Consultant shall indemnify and hold harmless the Client from and against damages, liabilities, losses, costs, and expenses, but only to the extent caused by negligent acts, errors or omissions of the Consultant, or of those for who the Consultant is legally liable, which arise out of the Consultant's performance of its professional services under this agreement.

13. Under no circumstance is the Contractor held liable or responsible for any data loss or business disruption due to system failure, user error, cyber-crime or backup failure.

Additional Clauses

14. Onsite support needed after 5:00PM Monday - Friday, or anytime over the weekend, or during the ENC posted Holiday calendar (<https://www.ellicottconsulting.com/holiday-calendar.html>) the rate will be \$112.00 per hour.

Entire Agreement

15. This is the full agreement between the Parties. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this 1st day of July, 2023.

2024 (4)

Spring Lake Board of Education

Per: [Signature]

SBA

6/22/24

Ellicott Network Consultants, LLC

Per: [Signature]