



Beverly Hills Unified School District Audit, Migration and Support

Prepared For

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Created By

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Introduction

The purpose of this document is to provide an overview of the engagement between Amplified IT and Beverly Hills Unified School District. This document will set forth the scope and deliverables while summarizing the outcomes of the engagement. It will also form the Agreement.

About Us



Amplified IT is an education-focused consultancy that brings a unique blend of instructional and technical skills to the K-12 market. Since 2008, this team of infrastructure and instructional consultants has assisted thousands of education institutions worldwide to successfully adopt Google for Education and Chromebooks. Amplified IT is a key Google for Education partner with close ties to the Google EDU sales and product teams and majority of partners Google for Education ecosystem.

Amplified IT's status as one of the leading education-focused Google for Education consultancies can be attributed to a blend of unique approaches to education technology consulting, focusing on empowering client's staff through the transfer of knowledge.

Amplified IT's chief mission is to assist schools to develop actionable road maps for Google for Education technology and to enable them to achieve their vision.

Our Consultancy Team's services are designed to ease G Suite management, provide lessons learned and ensure best practices are in place through knowledge transfer and enablement.

The aim of our Technical Services Team is to extend our customer's capacity by providing subject matter experts on demand. Our team brings together a rare combination of Google for Education expertise, technical skillsets, deep experience and community roots in education technology.

Working with over 4,000 educational institutions in the K-12 space, our teams truly live and breath everything Google day in and day out. We have a great relationship with the Google for Education team. This is further supported by our Amplified Labs Team that creates tools to extend G Suite to re-imagine how work gets done in schools.

Background

The client is Beverly Hills Unified School District, based in Beverly Hills, CA.

The client has engaged Amplified IT to audit their GFE domain.

Audit

Overview



A Google for Education (GFE) Audit provides an in-depth review of Beverly Hills Unified School District's domain by industry experts against best practices. Each setting will be documented and analyzed, including the integration with other IT systems, tests of compliance, and evaluation of the effectiveness of current usage of GFE offerings.

The focus of the Audit will be split into a review of the following four key areas:



Operations and GFE Management: Analysis of procedures, practices, policy documentation, and systems surrounding the day-to-day management of GFE resources.



Services & Configuration: Technical audit of the settings and configuration of the GFE cores services: Chrome device management, marketplace apps, and other services.



Security & Compliance: Snapshot and analysis of current security and compliance settings. Deep scan of drive usage, content, and sharing settings.



Adoption & Usage: Reporting on and tracking the usage of core applications.

What Beverly Hills Unified School District will learn from the Audit

The output of the Audit exercise will be a comprehensive documented report. Each section will be broken down into areas noted for improvement, recommendations, and associated high-level risks. Links to Web resources will be provided for reach recommended action.



Detailed analysis by EDU-focused GFE experts.



Review and analysis of every GFE admin console setting.



Baseline report with recommended actions.



Action-focused GFE technical training.



Creation of a solid base for your GFE road map.

Process

Deliverables

Amplified IT will work with Beverly Hills Unified School District to ensure the successful configuration of GFE. The following consultancy will be delivered:

- Initial Kick-Off meeting with Beverly Hills Unified School District to establish an understand of current GFE use.
- Recording, review, and comparison of every setting in the GFE admin console against best practices. (Note: Settings will not be changed or modified by Amplified IT.)
- Usage reports analysis by Amplified IT.
- Analysis produced by the Google Apps Manager tool, broken down into: User Account, Overview, Organizations, Groups, Domain Settings, Core Services (Gmail, Contacts, Groups, Calendar, Docs, Hangouts, Google+, and Sites), Mail Routing, and additional services.
- A comprehensive documented GFE Audit report in Google Docs with detailed findings, recommendations, and Web resources to support recommendations.
- A review call with Amplified IT explaining each part of the GFE Audit in detail, ensuring Beverly Hills Unified School District understands the findings and recommendations set forth.

Timeline

The Audit will be completed and a report will be submitted within four weeks of the Kick-Off meeting. Beverly Hills Unified School District should be informed to assist Amplified IT where possible.

GFE Migration

GFE Migration

Overview

A GFE Migration provides a seamless transition from Beverly Hills Unified School District's current existing email system to Google Apps for Education. The GFE Migration will move Beverly Hills Unified School District's users' mail, calendar, and contacts so their valuable settings and data is waiting for them in their new Gmail inbox.

What GFE Migration offers



Email migrations from: Microsoft Exchange, Zimbra, Novell GroupWise, IBM Domino / Notes, Generic IMAP, First Class, and GFE to GFE.



Preserve environment: Send & Receive Date, Read State, Folder Structure - Maps directly to Gmail labels.



Migrate information: Email, Calendar, Tasks, Contacts, and Archived Mail.

GFE Migration Deliverables

What Beverly Hills Unified School District can expect from the process

Kick-Off Meeting

A migration begins with a Kick-Off call in which Amplified IT identifies the goals and objectives for Beverly Hills

Unified School District's migration. Amplified IT will establish what items Beverly Hills Unified School District would like to migrate and in what timeframe. Amplified IT work with Beverly Hills Unified School District to make the transition as smooth as possible.

Pre-Migration Checklist

A custom migration plan will be created with special attention to what items will migrate, action for all team members, and agreed on dates to finish on schedule. Amplified IT will also instruct Beverly Hills Unified School District on how to update local printers, mail relays, BYOD devices and more. So when the time comes, the transition is seamless for Beverly Hills Unified School District's users.

Migration Process

Whether Beverly Hills Unified School District would like to schedule the migration during school hours, after hours, weekends, or holidays, Amplified IT will work with Beverly Hills Unified School District to complete the migration within Beverly Hills Unified School District's schedule and time restraints.

Review and Support

Amplified IT is here for Beverly Hills Unified School District even after the migration has completed. Amplified IT will provide post-migration support to troubleshoot any issues Beverly Hills Unified School District might experience. The process will be completed with a closed down call to ensure success.

Support

Overview



Each organization receives 24/7 support from Google Support, which is limited to basic break/fix issue.

Amplified IT's GFE Support services expand on Google Support, offering access to EDU-focused support specialists and proactive assistance with the entire implementation, not just the Google elements.

Our Support team has a rich background in K-12 education and has in-depth knowledge of GFE best practices. The team is made up of a wide range of Google Deployment Specialists, Certified Administrators, Trainers, and Innovators.

What GFE Support offers



On-demand GFE Admin Training: Our Support Team becomes Beverly Hills Unified School District's personal trainer on the Admin console. Whether Beverly Hills Unified School District is looking for an overview of best practices or a deep dive into settings and configuration Amplified IT is here to help.



Technical Services: Larger projects and technical implementations around GFE can also be arranged via our GFE Support team. Amplified IT will scope the work and use a set number of hours to carry out tasks such as GCDS/GCPS installation and configuration or data migration.



Escalation point for Beverly Hills Unified School District's internal team: As a Google Partner, Amplified IT has direct access to Google's escalation processes, support, and management teams. Amplified IT offers immediate escalation paths for our partners such as Cloudlock, Hapara, Securlly, Backupify, and others.



Custom Solutions: There are many ways in which GFE can be integrated into existing infrastructure or replace existing processes. At Amplified IT we specialize in creating custom scripts, extensions, and solutions built on Google's APIs to meet Beverly Hills Unified School District's goals.

How does remote support work?



Amplified IT offers GFE Support in blocks of hours that can be applied to a single large project and/or split across the school year. The hours can be used for any combination of our remote services such as consultancy, support, and training. As our GFE Support services are on demand Amplified IT will always be ready when Beverly Hills Unified School District is ready.

How does my team use the hours?



Once Beverly Hills Unified School District has a GFE Support Agreement in place, designated administrators may raise a Support Case via email or a ticket via our support portal. Amplified IT has a simple time booking solutions in which Beverly Hills Unified School District is able to easily arrange remote training sessions.

Summary of Costs

Pricing

Services			
Name/Description	Price	Qty	Subtotal
GFE Audit	\$3,500.00 / Per Service	1	\$3,500.00
GFE Audit to include: Full and in-depth review of your GFE domain Tailored GFE Configuration Guide listing best practices 2 hour GFE training/overview session with Amplified IT Consultants			
User Migration - Mail, Calendar and Contact migration	\$4.00 / Per Person	600	\$2,400.00
Exchange to G Suite: G Suite User Migration			
Support 20	\$4,500.00 / Fixed		\$4,500.00
20 hours remote support Expires 1 year from invoice date			
Subtotal:			\$10,400.00

Total cost: \$10,400.00
 10% Discount on 20 Hours with Audit service: \$450.00

Grand total: \$9,950.00

Terms and Conditions

Amplified IT, LLC Service Terms and Conditions

Effective Date: Nov. 9, 2018

PLEASE READ THESE SERVICE TERMS CAREFULLY

These service terms and conditions (the “**Service Terms**”) govern the services and deliverables provided to customers by Amplified IT, LLC including, without limitation, the GFE Audit, GFE Support, GFE Kickstart and any other professional service engagement (“**Services**”). These Service Terms, together with the Order (defined below) and the Privacy Policy, constitute the entire agreement between the parties with respect to the Services (collectively, the “**Agreement**”).

By engaging Amplified IT to perform the Services, Beverly Hills Unified School District signifies that it has read, understood, and agrees to be bound by these Service Terms and to the collection and use

of information as set forth in the [Amplified IT Privacy Policy](#) (“**Privacy Policy**”).

1. Scope of Services. Amplified IT agrees to perform the Services set forth on the sales quote provided to Beverly Hills Unified School District (“**Order**”) based on the terms and conditions set forth herein. The parties acknowledge that this Agreement does not create an exclusive relationship between the parties and nothing herein is intended to preclude Amplified IT from providing similar services for its other customers.

2. Service Fees; Payment. Beverly Hills Unified School District will compensate Amplified IT in accordance with the terms set forth on the applicable Order. Beverly Hills Unified School District shall submit payment in full within thirty (30) days from the date of an invoice. Any balance that is not paid when due will be subject to finance charges equivalent to the lower of eighteen (18) percent per annum interest rate or the highest rate allowed by law. In addition to any other remedies available to Amplified IT, if payment of any fee is not made within fifteen (15) days of when due Amplified IT has the right to suspend Services until such time as all fees are paid in full.

3. Expenses. Beverly Hills Unified School District will reimburse Amplified IT for reasonable business and travel expenses incurred in connection with the Services that are agreed by Beverly Hills Unified School District.

4. Term and Termination. This Agreement shall commence on the earlier of the date the Order is electronically accepted or a purchase order is issued by Beverly Hills Unified School District and shall terminate upon completion of the Services (“**Term**”) unless sooner terminated as agreed upon by both parties or in the event of a material breach of this Agreement by one of the parties. In the event of termination, Beverly Hills Unified School District will pay Amplified IT for all Services and reimbursable expenses performed and approved as of the termination date.

5. Confidentiality.

(a) Definition. The term “**Confidential Information**” shall mean all non-public information including, without limitation, product and business plans, financial information, forecasts, sales, customer information, software programs, updates, best practices, methodologies, know-how, trade secrets, documentation, reports, data, records, forms, and other materials relating to a party’s (“**Discloser**”) business that is disclosed to the other party (“**Recipient**”) in the course of performing or receiving any Services, whether tangible or intangible and whether or not stored, compiled, or memorialized physically, electronically, graphically, in writing, or by any means now known or later invented, in all cases that is marked or identified at the time of disclosure or receipt as being “confidential,” or that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

(b) Obligations. Recipient will: (i) not disclose the Confidential Information to any third party at any time and shall limit disclosure of Confidential Information within its own organization to its employees, independent contractors or its legal, financial and accounting advisors having a need to know and who have agreed to be bound by the obligations set forth in Section 5 of these Service Terms; (ii) protect the confidentiality and value of the Confidential Information with at least the same degree of care as Recipient uses to protect its own Confidential Information of a like nature, but no less than a reasonable degree of care; and (iii) not use, directly or indirectly, the Confidential Information for any purpose other than to satisfy its obligations under this Agreement. Recipient shall immediately give notice to Discloser of any unauthorized use or disclosure of Confidential Information. Recipient shall assist Discloser in remedying any unauthorized use or disclosure of Confidential Information caused by Recipient. Recipient shall not modify, reverse-engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information without Discloser’s prior written consent.

(c) Disclosure Required by Law. Recipient shall be entitled to disclose Confidential Information solely to the extent necessary to comply with a court order or as otherwise required by law or by a regulatory agency or governmental body, provided that Recipient shall first give notice to Discloser and cooperate with Discloser in seeking a protective order or preventing disclosure, at Discloser’s sole cost and expense. If such protective order is not obtained, Recipient agrees to disclose only that portion of the Confidential Information which it is legally required to disclose.

(d) Exclusions. The obligations described in Section 5(b) impose no obligation upon Recipient with respect to any Confidential Information which: (i) is or becomes a matter of public knowledge through no fault of Recipient; (ii) is rightfully received by Recipient from a third party without a duty of confidentiality to a third party by, or with the authorization of, Discloser; (iii) is disclosed without a duty

of confidentiality; or (iv) is independently developed by Recipient. The burden of proving any of the above exemptions is on Recipient.

(e) Return of Confidential Information. Upon the termination or expiration of this Agreement or the written request of Discloser, whichever occurs earlier, Recipient shall immediately destroy or return to Discloser, as requested by Discloser, all Confidential Information of Discloser in its possession, together with all records in any manner pertaining to any of Discloser's Confidential Information. Recipient shall also, upon the written request of Discloser, furnish Discloser with a certificate of an officer verifying that all Confidential Information been destroyed or returned to Discloser.

(f) Ownership. Except as provided in this Agreement, all materials transmitted between the parties and containing Confidential Information remain the sole and exclusive property of the Discloser. Except for the license expressly granted hereunder, this Agreement and transmission or disclosure of any Confidential Information does not grant the Recipient a license or ownership of any type.

(g) Remedies. The parties agree that the rights being protected by this Section 5 are of a special and unique character, which gives them a particular value, and that the breach of this Section 5 will result in irreparable injury and damage. In such event, the non-breaching party shall be entitled to require specific performance, obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of this Section 5.

(h) Expiration of Obligation. The obligations and restrictions contained in this Section 5 will remain in effect for a period of three (3) years following the termination of this Agreement.

6. Intellectual Property.

(a) Ownership. Amplified IT retains exclusive ownership, and all rights, title and interest, whether or not specifically recognized or perfected under the laws of any applicable jurisdiction, in and to (a) all materials created, authored or developed by Amplified IT outside of the scope or prior to performing Services including, without limitation, the GFE Audit, the GFE Kickstart, software, documentation, source and object code, frameworks, workflows and any copies, modifications or derivative works thereof, in whole or in part, and all related intellectual property rights, and (b) all concepts, techniques, know-how, best practices, templates, methodologies, refinements to methodologies, processes and/or procedures used or developed under the Agreement (collectively, "**Amplified IP**"). Except as specified in these Service Terms, nothing herein may be deemed to create a license or convey to Beverly Hills Unified School District any ownership, rights, title or any other proprietary interest in the Amplified IP. Beverly Hills Unified School District shall retain ownership of its data and any other information provided to Amplified IT during the performance of the Services.

(b) Right to Use. Amplified IT grants Beverly Hills Unified School District the revocable, limited right to use, solely for internal purposes, any Amplified IP incorporated into any work product created by Amplified IT as a result of performing Services. Beverly Hills Unified School District shall not, nor shall it permit any third party to adapt, alter, modify, enhance, translate, copy, create derivative works of, reverse engineer, disassemble, or otherwise attempt to reconstruct any Amplified IP.

(c) Trademarks. Amplified IT owns or licenses all Amplified IT trademarks, service marks, branding, logos and other similar assets (the "**Trademarks**"). Beverly Hills Unified School District is not authorized to copy, imitate, modify, display or otherwise use the Trademarks (in whole or in part) for any purposes without the prior written approval of Amplified IT.

7. Limitations of Liability. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR, OR PAY, ANY AMOUNT OF INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES, OR ANY DAMAGES RELATED TO THE LOSS OF DATA, BUSINESS, PROFITS, GOODWILL, WORK STOPPAGE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES IN ADVANCE. IN NO EVENT SHALL Amplified IT'S LIABILITY HEREUNDER EXCEED THE AMOUNT OF THE FEES PAID BY Beverly Hills Unified School District UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8. Limited Warranty; Disclaimer of Warranties. Amplified IT warrants that the Services will be performed in a professional manner consistent with the level of care, skill, practice and judgment exercised by other professionals in performing services of a similar nature under similar

circumstances. In no event shall Amplified IT be liable for loss of data or records of Beverly Hills Unified School District, it being understood that Beverly Hills Unified School District shall be responsible for assuring proper and adequate back-up and storage procedures. THE PRECEDING IS Amplified IT'S ONLY WARRANTY CONCERNING THE SERVICES, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED.

9. Independent Contractor. Amplified IT will be performing the Services solely as an independent contractor. Amplified IT shall not be considered an affiliate or subsidiary of Beverly Hills Unified School District and it is expressly understood by the parties that this undertaking is not a partnership or joint venture. Amplified IT shall have the right to determine the methods, details and means of performing the Services. As an independent contractor Amplified IT bears the sole responsibility for compensating its employees. Amplified IT and its employees shall not be considered employees of Beverly Hills Unified School District and are not entitled to any employee benefits from Beverly Hills Unified School District.

10. Non-Solicitation. Beverly Hills Unified School District agrees that, if it hires any employee or contractor who has been utilized by Amplified IT in connection with performance of the Services, during the Term and for a period of one (1) year following the termination of this Agreement, then it will pay Amplified IT a fee equal to twenty percent (20%) of that person's annual base compensation immediately prior to the hiring or employment by Beverly Hills Unified School District.

11. Governing Law; Venue. This Agreement has been made, and shall be construed, in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of laws principles. The parties consent to the personal jurisdiction of, and venue in, the state and federal courts of Norfolk County, in the Commonwealth of Virginia and agree that such court is not an inconvenient forum.

12. Force Majeure. Neither party shall be liable for, nor shall it be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than obligations to make payments when due) as a result of a cause beyond its control, including any act of God or public enemy, act of any military, civil or regulatory authority, terrorism or threat thereof, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, which could not have been prevented by the party with reasonable care.

13. Notice. Any communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be properly given: (a) when delivered personally; (b) when sent by facsimile or transmission of a scanned PDF file by electronic mail, with written confirmation; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address and contact person listed in the Order. Either party shall provide timely written notice of any change of address or contact person.

14. Entire Agreement; Modification. These Service Terms, together with the Order and the Privacy Policy, constitute the entire agreement between Amplified IT and Beverly Hills Unified School District on the subject matter hereof and terminate and supersede all prior understandings or agreements, whether verbal or written. This Agreement may only be modified in writing, signed by duly authorized representatives of the parties.

15. Severability. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect.

16. Legal Fees. If either party seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, the other party shall be entitled to recover any and all costs and expenses incurred by such party to enforce its rights, including, but not limited to all attorneys' fees, court costs, collection costs and expert fees.

17. No Waiver. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term, and Amplified IT's failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision.

18. Publicity. Amplified IT may use Beverly Hills Unified School District’s name in promotional materials regarding its Services. These permissions are free of charge for worldwide use in any medium. Amplified IT will obtain Beverly Hills Unified School District’s prior approval for publicity that contains claims, quotes, endorsements or attributions by Beverly Hills Unified School District.

19. Business Forms Terms and Conditions. If the terms and conditions in any purchase or sales order, invoice, quote form or any other business form conflict with or are additional to the terms contained in this Agreement, the parties agree the terms and conditions contained in this Agreement control and the terms, conditions, or provisions in such business form are void and of no force and effect.

20. Survival. Rights and obligations under this Agreement which by their nature should survive, including, without limitation, Section 5 (Confidentiality), Section 6 (Intellectual Property), Section 7 (Limitation of Liability), Section 10 (Non-solicitation), Section 11 (Governing Law; Venue), Section 16 (Legal Fees), Section 18 (Publicity) and this Section 20 will remain in effect after termination of this Agreement.

21. Headings. Headings used in these Service Terms are provided for convenience only and shall not be deemed a part of this Agreement.

Signatures

Beverly Hills Unified School District Date

Amplified IT Date

Non-disclosure Agreement

Nov. 7, 2018

This agreement is entered into and is effective of Nov. 7, 2018 by and between Amplified IT, a corporation organized under the laws of the Commonwealth of Virginia, whose principal office is located at 812 Granby Street, Norfolk, VA 23510 and Beverly Hills Unified School District. For the purposes of this Agreement, each Party will be referred to as the “Discloser” where it discloses Confidential Information (as defined below), and as the “Recipient” in which it receives the other Party’s Confidential Information.

Whereas

- A. the Discloser and the Recipient are considering a business relationship involving certain computer technology;
- B. in furtherance of such business relationship, the Discloser will grant the Recipient access to their GFE admin console;
- C. the parties wish to define their rights with respect to the Confidential Information and to protect the rights of the Discloser to such Confidential Information.

NOW, THEREFORE , in consideration of the respective covenants and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency oh which is hereby acknowledged), **IT IS**

HEREBY AGREED as follows:

1. Definitions

Confidential Information means all material that is not generally available to or used by others or the utility or value of which is not generally known or recognized as standard practice, whether or not the underlying details are in the public domain.

2. Non-disclosure

Unless required by law or expressly agreed upon by the parties in writing, the Recipient will regard and preserve as confidential the Confidential Information and will not at any time directly or indirectly, disclose or make available to any person, firm, corporation or other entity any of the Confidential Information. The Recipient will take all reasonable measures available to it, and in any event not less than these measures used to protect its own confidential information, to keep the Confidential Information in strictest confidence, including taking all steps necessary to ensure that all of the Recipient's Employees, consultants, agents, directors and officers who are privy to the Confidential Information in accordance with the terms of this Agreement are also aware of, subject to and bound by the terms of this Agreement. The recipient will not use or permit any Confidential Information to be copied or reproduced (mechanically, electronically or otherwise), unless expressly authorized to do so by the Discloser.

3. Term and Scope

This Agreement shall remain in effect until the work agreed to by Beverly Hills Unified School District and Amplified IT has been completed. Recipient will not disclose Confidential Information at any time beyond completion date.

4. Rights to Confidential Information

All information, documents, lists, reports and other tangible things prepared or obtained by the Recipient concerning the Confidential Information and the Discloser are the exclusive property of the Discloser, unless otherwise agreed to in writing by the Discloser and the Recipient.

5. Equitable Relief and Waiver of Defense

The Discloser and the Recipient recognize that a breach by the Recipient of any of the covenants contained in this Agreement would result in damages to the Discloser and that the Discloser would not be compensated adequately for such damages by monetary award. Accordingly, the Recipient agrees that in the event of any such breach by the Recipient, the Discloser will be entitled as a matter of right, in addition to all the remedies available at law or in equity, to apply to a court of competent jurisdiction for such relief by way of restraining order, injunction or otherwise as may be appropriate to ensure compliance with the provision of this Agreement.

The Recipient agrees that all restrictions in this Agreement are necessary and fundamental to the protection of the business carried on by the Discloser and are responsible and valid, and all defenses to the strict enforcement thereof by the Discloser are hereby waived by the Recipient.

6. Entire Agreement and Amendments

Except as stated above, there are no understandings, agreements or representations, express or implied, regarding the Confidential Information of the Discloser and the Recipient. Any such prior agreements are superceded entirely by this Agreement. This Agreement may not be amended, modified or altered except by written agreement signed by both Parties.

7. Governing Law

This Agreement will be governed by the laws of Virginia.

Signatures

Beverly Hills Unified School District Date

Amplified IT Date