

E-Rate Agreement (Funding Year 2026 - 2027)

	Service Provider ("Provider")	School/Library ("Applicant")
Name:	Howard Technology Solutions, a division of Howard Industries, Inc.	Dallas Center Grimes School District
Contact Name:	Darlene Parker	Steven Hopper
SPIN:	143022153	N/A
Address:	36 Howard Drive	2405 W 1 st Street
City, State Zip:	Ellisville, Mississippi 39437	Grimes, IA 50111
Phone:	1.888.912.3151	515-992-3866
Email:	erate@howard.com	Steven.hopper@dcdschools.com

RFP/470 Number:	470 #260011810
Quotation Number(s):	15999574
Not to Exceed Price:	\$42,284.00
Effective Date:	April 01, 2026
SPI or BEAR Invoice:	

1. INTRODUCTION

This E-Rate Agreement (this "Agreement"), effective as of the Effective Date set forth above, constitutes a legally binding agreement between Applicant and Provider, as required by the Federal Communications Commission for compliance purposes under the Universal Service Support Mechanism for Schools and Libraries, commonly referred to as the "E-rate Program" or "Program". Provider and Applicant (each a "Party," and collectively, the "Parties") agree to the terms and conditions set forth herein. This project is contingent upon E-rate funding approval and issuance of a Funding Commitment Decision Letter from USAC.

2. SCOPE

Applicant has selected Provider as a supplier of E-rate eligible equipment and/or services and warrants that it has (i) done so in accordance with all of the E-rate Program's competitive bidding requirements and (ii) complied with the Program's rules in all other respects. Applicant further acknowledges that it is solely responsible for applying for all funding under the E-rate Program. In reliance on these warranties and acknowledgements by Applicant and subject to the E-rate Program's rules and the conditions set forth herein, Applicant may purchase computer hardware and related products, including software licensing arrangements ("Products") and/or related services ("Services") as specified in the Quotation(s) and/or Statement(s) of Work attached to this Agreement as Attachment 1, which is fully adopted and incorporated herein by this reference, using the E-rate discounts approved by USAC as described in paragraph 4 below,

and Provider shall be entitled to rely on Applicant's representations relating to those discounts in connection with these purchases. Purchases of Products and Services under this Agreement shall be exclusively governed by the terms and conditions of this Agreement, to the extent allowable under the applicable law. In the event of any conflict between the terms and conditions in the main body of this Agreement and those in the Quotation(s) and/or Statement(s) of Work at Attachment 1, the latter shall control.

Applicant is submitting the proposed amount for E-Rate-eligible Products and Services to the Schools and Libraries Division of the Universal Service Administrative Company ("USAC") for approval and acknowledgement of the funding requested under the E-rate program. Pending USAC approval, all Products and Services work shall be performed during the period beginning: (a) for recurring services, July 1, 2026 and ending on or before June 30, 2027; and (b) April 1, 2026 and ending on or before September 30, 2027 for nonrecurring services. This deadline is defined as the Service Delivery Deadline. Applicant may request and be approved for an extension by USAC for additional time to complete any particular project, in which case, the terms of this Agreement shall continue to apply to such project until completion. If the Applicant's complete order is placed less than 45 days before the Service Delivery Deadline, however, or due to other circumstances beyond Provider's control, Provider cannot meet the Service Delivery Deadline, and Applicant is unable to (or fails to) extend the Service Delivery Deadline, Applicant/ Provider reserve the right to cancel all or part of its order for the delayed products and/or services or pay Provider in full for whatever products and/or services it decides to order.

Applicant reserves the right to propose modifications, or to reduce or eliminate items specified for purchase from Attachment 1 of this Agreement or to terminate the proposal entirely, based on the levels of E-Rate funding received. Should Applicant seek such changes in the specifications for the Products and/or Services, Applicant shall notify Provider of the proposed changes as soon as reasonably practicable and the Parties will determine mutually acceptable amendments to the proposal. No changes will be final unless made in writing in an addendum to this Agreement signed by both Parties. Within thirty (30) days of filing its E-rate application for discounts on Provider products and/or services, Applicant will deliver to Provider a copy of the FRN Line Items in which those products and/or services are described.

3. PRICES

Subject to the provisions of this Agreement and the Contract, Applicant agrees to purchase, and Provider agrees to provide the Products and/or Services as described in the Quotation(s) and/or Statement of Work at Attachment 1 of this Agreement, for the Not to Exceed Price (as defined above). Applicant represents and warrants that it has complied with all applicable laws and regulations concerning the procurement of these Products and/or Services and has obtained all necessary approvals and authorizations needed to enter into this Agreement.

4. USAC PROCEDURE

(1) In a Funding Commitment Decision Letter ("FCDL"), USAC will designate Applicant's approved discount rate or rates along with the amount(s) of funding approved.

(2) Applicant will then submit the FCC Form 486 to USAC. USAC will subsequently issue a Form 486 Receipt Notification Letter to both Applicant and Provider. Applicant will separately notify Provider when to begin to provide Services and/or ship Products. Form 486 cannot be filed before receipt of the FCDL from USAC. Upon approval of Form 486, Provider will ship the Products and/or provide the Services. If Applicant fails to submit the Form 486 in a timely manner, Applicant acknowledges that they will be responsible for the entire project cost.

(a) Both Parties acknowledge that some Products or Services may be used for a combination of eligible and ineligible functions. If Applicant deploys Products or Services in a partially ineligible manner, Applicant understands that applicable E-rate funding requests must be cost-allocated according to FCC regulations. The FRN Line Items and any modifications to it that Applicant files with USAC, the FCDL, and any USAC or FCC adjustments to funding, including but not limited to those included in correspondence received from USAC during the application review process and in USAC's FRN explanatory notes, will be used to determine eligibility or percentage of eligibility.

(3) When Applicant is ready to submit a Purchase Order to Provider, the following documentation is required for order placement: 1) Purchase Order to Provider for the Products and/or Services included in the Notice, 2) Copy of the original FRN Line Items and any subsequent modifications to it, 3) Correspondence and documentation from USAC and/or the FCC, if any, adjusting or proposing to adjust the amount or nature of

the funding commitment, 4) Copy of the Form 486, and 5) copy of the FCDL(s). Provider will ship the agreed-upon Products and/or provide the agreed upon Services, resulting in an invoice to Applicant and USAC.

5. PAYMENT AND INVOICES

Upon request Provider can support Applicants using the Service Provider Invoice (SPI) method. Provider can provide supplemental documentation that includes a breakout of the FRN number being billed, the USAC portion and the Applicant portion. As Services are performed and/or Products are shipped to Applicant, Provider shall submit invoices and supporting documentation to Applicant and USAC, as requested. Based on the FRN Line Items, the Provider order will be placed exactly as stated on the Provider Quotation(s). Should a product on the Provider Quotation(s) reach its end of life before the order is placed, the product will be substituted with a similar product as indicated on the global product/service substitution form. If the Products and/or Services are not on the FRN Line Items, Applicant will be invoiced for those items in full and Applicant's portion will be adjusted accordingly. Applicant understands and agrees that: Applicant shall be liable for any discounted amount that Provider submits to USAC for payment if Provider is not at fault for USAC's refusal to pay; Applicant is required to pay the non-discounted portion of all eligible discounted invoices in accordance with payment terms stipulated in this Agreement. Applicant understands that all goods and services deemed ineligible by USAC at any time and for any reason are to be paid in full by Applicant. Furthermore, all invoices are submitted as one-time, non-recurring charges that are expected to be paid upfront at the time of shipment to Applicant.

Compensation shall be based on actual Services provided during the term of this Agreement. Applicant shall process invoices and make payments within thirty (30) days from the date of invoice. Purchase orders may be terminated at any time prior to the time that manufacturing begins for Products or resources have been committed for Services.

6. SERVICE CERTIFICATIONS

Applicant agrees to sign and submit any required service certifications within the time proscribed by USAC. If Applicant disputes the information contained in the service certification, Applicant agrees to notify Provider within one calendar day of receipt.

7. PRODUCT/ SERVICE SUBSTITUTIONS

Applicant agrees to submit product/ service substitution requests for any and all desired changes to product/service delivery from Applicant's original FRN Line Items documentation, unless USAC has already approved a "global" substitution request for the product or service. Provider shall not be required to deliver any products or services that deviate from the original description of the Products and/or Services in Attachment 1 until product/service substitution approval has been obtained.

8. SERVICE PROVIDER IDENTIFICATION NUMBER ("SPIN") CHANGES

Applicant may not submit a SPIN change request to the E-Rate program administrator without prior written consent from Provider.

9. ELIGIBLE USERS AND LOCATIONS

Applicant understands that discounted equipment and services may only be deployed at eligible locations and used by eligible users. Provider will not knowingly install discounted equipment and/or services in ineligible locations or configurations, nor in any configuration that deviates from the originally stated purpose in Applicants' FRN Line Items or PIA correspondence. Provider will not be held liable for penalties assessed by the E-rate program administrator if Applicant moves or reconfigures discounted equipment or services in an ineligible manner.

If at any time and for any reason, the E-rate program administrator determines any products or services to be ineligible for E-rate discounts, Applicant will be charged in full for any such items delivered hereunder.

10. REGULATORY COMPLIANCE

Applicant certifies that it has complied with all applicable laws, orders and regulations of any governmental authority with jurisdiction over its activities in connection with this Agreement, including, but not limited to gift and entertainment rules applicable to the E-Rate program.

11. TERMINATION

Either Party may terminate this Agreement at any time by providing at least thirty (30) days prior written notice to the other Party. In the event of such termination, Applicant shall remain obligated to provide payment for Products or Services provided prior to the notice of the termination. Either Party may terminate this Agreement if the other Party commits a material breach of this Agreement and the breach is not cured within ten (10) business days of receipt of written notice from the non-breaching Party. If either Party gives notices of termination, Provider may, but will not be obligated to, continue to accept orders from Applicant following receipt of such notice. The terms and conditions of this Agreement will control the acceptance and shipment of any such orders.

12. GOVERNING LAW

This Agreement and all matters relating hereto are governed by, and construed in accordance with the laws of the State of Mississippi, without regard to any conflict of law provisions. Any legal suit, action, or proceeding relating in the Agreement must be instituted in the Chancery Court for the Second Judicial District of Jones County, Mississippi. Each Party irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.


13. MISCELLANEOUS

The use of preprinted forms, such as purchase orders, will be for convenience only, and all preprinted terms and conditions stated on such forms will not apply to the Agreement or to goods or services purchased or provided under the Agreement. Provider and Applicant acknowledge that Products licensed or sold under this or any resulting Agreement are subject to the export control laws and regulations of the United States or those of other countries in which they are used and agree to abide by those laws and regulations.

NEITHER PARTY WILL BE RESPONSIBLE TO THE OTHER FOR INDIRECT, CONSEQUENTIAL, OR SPECIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE TO THE OTHER FOR LOST PROFITS, LOST DATA, NOR FOR ANY DAMAGES THAT EXCEED THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT OR SERVICES. This is the exclusive statement of the understanding between Provider and Applicant regarding this subject matter and supersedes any prior or oral agreements between the Parties.

[Signatures on following page]

This Agreement has been executed on behalf of the Parties by their duly authorized representatives:

For Provider:	For Applicant:
Signature of Authorized Person: 	Signature of Authorized Person: _____
Printed Name of Authorized Person: <u>Darlene Parker</u>	Printed Name of Authorized Person: _____
Title: <u>Bid Supervisor</u>	Title: _____
Date: <u>02/04/2026</u>	Date: _____

Attachment 1 – Detailed Quote

36 Howard Drive-Ellisville, MS 39437
P.O. Box 1590-Laurel, MS 39441

HOWARD™

TECHNOLOGY SOLUTIONS

A Division of Howard Industries, Inc.
www.Howard.com

888.912.3151 general-601.399.5077 fax
888.323.3151 technical support

Online Quotation

Quote No: TJ2 1599574.00
Customer Name: Steven Hopper
Company Name: Dallas Center-Grimes CSD
Quote Name: RFP 10171

Quote Date: January 12, 2026
Phone Number: 5159860105
Fax Number:

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	N1C L-Series N1C.L1500 - UPS (rack-mountable / external) - AC 110/120 V - 1350 Watt - 1500 VA - lithium ion - 10000 mAh - 10 Ah - output connectors: 6 - 2U - for LR-Series N1C.LR1500, N1C.LR1500G; L-SERIES N1C.JUMPER MPN: 10-500150	22	\$1,922.00	\$42,284.00

Sub-Total: \$42,284.00

Shipping & Handling: Included

Taxes: Tax Exempt

Total for Item 1: \$42,284.00

Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total: \$42,284.00
Shipping & Handling : Included
Taxes: Tax Exempt
Total: \$42,284.00

Notes:

Freight Included, LTL, standard ground, dock to dock, no special services, single shipment.***ALL PRICING IS GOOD FOR 30+ DAYS UNLESS MANUFACTURER HAS A PRICE CHANGE DUE TO IMPACTS FROM TARIFFS, TAXES, OTHER REGULATORY ACTIONS OR PRODUCT GOES END OF LIFE***

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS HEREIN AND ACCEPTANCE OF HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE (LOCATED AT: <https://www.howardcomputers.com/info/termsofsale.cfm>), WHICH ARE FULLY ADOPTED AND INCORPORATED HEREIN BY REFERENCE. PURCHASER'S SUBMISSION OF A PURCHASE ORDER PURSUANT TO THIS QUOTATION CONSTITUTES PURCHASER'S ACCEPTANCE OF AND AGREEMENT WITH HOWARD'S GENERAL TERMS AND CONDITIONS OF SALE. HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. A COPY OF THE ABOVE- REFERENCED GENERAL TERMS AND CONDITIONS OF SALE MAY ALSO BE OBTAINED BY CALLING 1-888-912-3151 OR EMAILING webmaster@howardcomputers.com.

Howard's product warranties, return policies and related information are also available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm> or may be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

Howard hereby reserves the right to unilaterally withdraw and/or revise any Quotation or quoted prices at any time, including in the event its manufacturing or procurement costs increase due to the imposition by the United States or any other country of new or higher tariff(s) or other similar taxes, duties, fees or charges.