

Type of Contract:

WAKE COUNTY PUBLIC SCHOOL SYSTEM
Contract Routing Form 1950

Non-Standard Agreement

Fiscal Year (FY): 2025 - 2026

Person to Contact : Vanessa Hansen Phone/Email: 919-694-8178/vhansen@wcpss.net

Name of Contract: HOWARD INDUSTRIES, INC. dba: HOWARD TECHNOLOGY SOLUTIONS

If Amendment (Amount +/-): _____ Total Contract Amount: \$334,984.65 v4

Board Action: (Required at \$100,000) Yes No Board Meeting Date: February 3, 2026

Board Reporting: (Required at \$50,000 and amendments +/-) Yes No Board Meeting Date: _____

Items of Special Note: Bid #251-26-247 for Internet Content Filtering and advanced data analytics for enhanced visibility into student engagement and safety indicators is being awarded to Howard Technology Solutions for Lightspeed Internet Content Filter and Lightspeed Insights. It is a 12-month term contract annually, with the option for four additional one-year renewals contingent upon the vendor's continued ability to provide resources at a competitive rate. The one-year contract amount is \$312,340, plus applicable taxes, for a total of

To be completed by the School or Department required for all contracts \$2,500 and up
INITIAL/DATE THIS FORM AFTER YOU HAVE REVIEWED AND APPROVED THE ATTACHED CONTRACT:

	Initial	Date	Comments
Fiscal Director (\$2,500 and up and all MOAs)	SB	1/28/2026	
Budget Manager/Principal (\$2,500 - \$9,999 and All MOAs)	MR	1/28/2026	
Assistant Superintendent or Area Superintendent (\$10,000 - \$99,999 and all MOAs)			
Superintendent/Chief Officer (\$100,000+ and All MOAs)	SB	1/28/2026	

To be completed by the Administrative Services required for all contracts \$2,500 and up

	Initial	Date	Comments
Risk Management (Insurance Review)	NB	1/28/2026	
Finance Officer	JCP	1/28/2026	The tax is reimbursable and not reflected on the PO but due to the vendor
Chief Business Officer (Required ≥ \$100,000)			
School Board Attorney			
(As required by the Chief Officer or Superintendent)			

Non-standard contract certification - "This instrument has been preaudited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a)

Finance Officer _____ Date _____

POR Approval *MC*





WAKE COUNTY PUBLIC SCHOOL SYSTEM
 DocuSign Envelope ID: 32FC39B9-436C-4290-99B5-195A995B4838
RALEIGH, NC 27610-4145

PURCHASE ORDER
282122
 Page 1 of 1

INVOICE TO
WAKE COUNTY PUBLIC SCHOOL SYSTEM
ACCOUNTING DEPARTMENT
111 CORNING ROAD, Suite 250
CARY, NC 27518

PAYMENT TERMS
 Net 30
PO REVISION
 0

CORRECT PURCHASE ORDER AND STOCK NUMBERS MUST APPEAR ON ALL PACKAGES, INVOICES, SHIPPING PAPERS AND CORRESPONDENCE. PACKING SLIPS MUST ACCOMPANY ALL SHIPMENTS. CONDITIONS AND BILLING INSTRUCTIONS ON REVERSE.

TO

HOWARD TECHNOLOGY SOLUTIONS
PO BOX 1590
LAUREL, MS 39441

SHIP TO

Technology
Crossroads II
110 Corning Road
Cary, NC 27518

DATE	FOB	FREIGHT TERMS	FOR QUESTIONS REGARDING THIS ORDER CONTACT
28-JAN-26	Destination	Prepaid	Calvert, Marcella, mcalvert@wcpss.net

WCPSS Deliver To Only: Hoth, Mr. Eric David Technology (SHASHI BUDDULA)

LINE	WCPSS ITEM NO	WCPSS ACCOUNT CODE ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	AMOUNT
1		04.6400.862.542.0745.0810.000 SACBNDL-1 - LIGHTSPEED SECURITY & COMPLIANCE BUNDLE 161000 @ \$1.94 INCLUDES: LIGHTSPEED FILTER & LIGHTSPEED DIGITAL INSIGHTS TERM 2/6/26-2/5/27 REF: 251-26-247	312340	Dollar	1.00	312,340.00
Net Total:						312,340.00

PRE-AUDIT CERTIFICATE

THIS INSTRUMENT HAS BEEN PRE-AUDITED IN THE MANNER REQUIRED BY THE SCHOOL BUDGET AND FISCAL CONTROL ACT.

Lynika C. Posey
 FINANCE OFFICER

* WAKE COUNTY PUBLIC SCHOOL SYSTEM *
 * IS NOT TAX EXEMPT. PLEASE ASSESS 7.25% NC *
 * SALES TAX WHEN INVOICING. *

Debra S. Wallace
 SENIOR DIRECTOR OF PURCHASING

PURCHASE ORDER TERMS AND CONDITIONS

1. **ACCEPTANCE** – Acceptance of this order includes acceptance of all terms, conditions, prices, delivery instructions and specifications as shown on this order or attached to and made a part of this order. By accepting this purchase order, the vendor grants to the purchaser the right to audit vendor's books and records and to make any copies and extracts of any books or records related to the performance of this contract.
2. **PRICES** – Invoices cannot exceed the net total of this order with the exception of sales tax. Sales tax must be invoiced by the vendor. Sales tax is applicable on all orders and the vendor is required to collect and remit to the N.C. Department of Revenue.
3. **PRICE INCREASES** – All requests for price increases or additional shipping charges must be approved by the Purchasing Department prior to shipment. Send request to Purchasing Department, Wake County Public School System, 1551 Rock Quarry Road, Raleigh, N.C. 27610-4145, or Phone (919) 588-3444, or Fax (919) 856-8107.
4. **DELIVERY** – Each shipment must be plainly labeled with the Purchase Order Number and delivered to the address and marked to the attention of the individual or department indicated on the face of this order. A complete packing list must accompany each shipment with any cancellation/back orders indicated.
5. **REJECTED MATERIALS** – Substitute items which are rejected will be returned to the vendor at the vendor's risk and expense.
6. **INVOICES** – Mail, deliver or email all invoices to Accounting Department, Wake County Public School System, 111 Corning Rd, Suite 250, Cary, N.C. 27518. Phone (919) 694-0312. Email: acctspay@wcpss.net. Invoices must show our Purchase Order Number. Invoices will not be paid prior to receipt of items ordered. Adequate and reasonable descriptions and/or written documentation are required for all invoices. All invoices must be in U.S. Dollars.
7. **CANCELLATION** - Wake County Public School System reserves the right to cancel this order in whole or in part at any time by written or telephone notice effective upon receipt by vendor. Any item on this order not received within 61 days from the date of the order, will automatically be cancelled.
8. **ASSIGNMENT** - This Purchase Order may not be assigned by the vendor in whole or in part without prior approval from Wake County Public School System's Purchasing Department.
9. **FREIGHT** - Freight charges and cash discounts are indicated on the face of this Purchase Order.
10. **LEGAL** - It is agreed that the goods, materials, equipment or services rendered shall comply with all Federal, State or Local laws relative thereto. Also, the vendor shall defend actions or claims brought and save harmless Wake County Public School System or its officials or employees from loss, cost, or damage by reason of actual or alleged violation.
11. **COMPLIANCE WITH E-VERIFY** - Provider shall comply with all applicable laws and regulations in providing services under this contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
12. **COMPLIANCE WITH AFFORDABLE CARE ACT** - Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
13. **PROVIDER'S REPRESENTATIONS** - Provider represents that as of the date of this Contract, Provider is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Provider also represents that as of the date of this Contract, Provider is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.

Vendor is specifically reminded that state law and board policy prohibit vendors from giving gifts or favors to school system employees in any way involved in the contracting process.



**Wake County
Board of Education**
TECHNOLOGY
PRECIS

Subject

HOWARD INDUSTRIES, INC. dba: HOWARD TECHNOLOGY SOLUTIONS

**Department, Board/Staff Liaison(s) and any Presenters from
Outside the District**

Shashi Buddula, Chief Technology Officer
Eric Hoth, Information Security Officer

Main Points

Bid #251-26-247 was issued in December 2025 following a successful Proof of Concept with Lightspeed Technologies, Inc. The district determined that Lightspeed Internet Content Filter and Lightspeed Insights best meet its needs, providing CIPA-compliant internet content filtering and advanced analytics on student engagement and safety. After evaluating all proposals, Howard Technology Solutions was selected for a one-year contract, with four optional one-year renewals based on continued competitive pricing.

Fiscal Implications

The one-year contract amount is \$312,340, plus applicable taxes, for a total of \$334,984.65, to be paid from CIP funding.

Savings

None

Recommendation for Action/ Next Steps

Staff is requesting Board approval.



WAKE COUNTY
PUBLIC SCHOOL SYSTEM

PURCHASING

1551 ROCK QUARRY ROAD
RALEIGH, NC 27610
PHONE: 919.588.3456

January 9, 2026

Howard Technology Solutions,
A Division of Howard Industries, Inc.
Attn: Marleigh Rayner
36 Howard Drive
Ellisville, MS 39437

RE: NOTIFICATION LETTER FOR RFP #251-26-247

Dear Ms. Rayner,

Thank you for your time and patience during the review of proposals submitted in response to RFP #251-26-247. After careful evaluation and due consideration, the Review Committee is forwarding a recommendation to the Wake County Public School System Board of Education for the Lightspeed Filter and Lightspeed Insight content filtering for review and approval.

Please note that the committee is making a recommendation only, and no award has been made at this time. Until final approval of RFP #251-26-247 is completed by the Board of Education, this procurement remains confidential.

This letter serves solely as formal notification of the committee's recommendation.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads "Marcella Calvert".

Marcella Calvert, Administrator
Purchasing Department
Wake County Public School System
mcalvert@wcpss.net
(919) 588-3457

DRPL Guidance: Lightspeed Filter

Date Pulled from DRPL: 01/21/26

Third Party Purchase: Howard Technology Solutions

Lightspeed Insights NEW

● Recommended ● Privacy status: Compliant

Lightspeed Systems - <https://www.lightspeedsystems.com/products/lightspeed-digital-insight/>

Lightspeed Filter

● Recommended ● Privacy status: Compliant

Lightspeed Systems - <https://www.lightspeedsystems.com/products/filter>

TECHNOLOGY SERVICES AGREEMENT

THIS TECHNOLOGY SERVICES AGREEMENT (the "Agreement") effective this 6th day of February 2026 is made and entered into by and between the Wake County Board of Education ("WCPSS" or "the Board") and Howard Industries, Inc. dba: Howard Technology Solutions (the "Contractor").

RECITALS

WHEREAS, WCPSS is a local board of education working to provide public schools within its local school administrative unit as directed by law.

WHEREAS, Contractor is a North Carolina corporation in good standing in the business of computer technology management and operation services, and other related services, including computer network specialties, with a principal place of business at 36 Howard Dr, Ellisville, MS 39437.

WHEREAS, Contractor desires to provide its services to WCPSS and WCPSS desires to obtain such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. CONTRACTOR'S SCOPE OF SERVICES. Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:

The services to be performed are generally described but are not limited to those set forth in the Contractor's Proposal for Lightspeed Systems (Lightspeed Filtering and Lightspeed Insights) which is attached hereto as **Exhibit A**: Howard Technology Solutions Response to Bid #251-26-247, Exhibit C: Quote TP10 1596149.00, Exhibit D: Lightspeed Terms of Use and incorporated herein by reference, and any additional services as may be required to meet the intent of the WCPSS Request for Proposal for #251-26-247.

2. CONTRACTOR'S COVENANTS. Contractor represents, warrants, covenants, and agrees to be responsible for the following and to provide the following services:

- a. Contractor shall, in performing services under this Agreement, exercise the highest degree of care and perform such services in an expert fashion.
- b. Contractor shall maintain such supplies, equipment and employees as are necessary to perform of the services provided for herein. Contractor warrants its services and warrants that WCPSS's network will perform substantially in conformance with WCPSS's specifications. In the event any non-conformance cannot be corrected within seven days, Contractor shall take all steps required to correct the problem and WCPSS shall be entitled to a refund for services and expenses.
- c. Contractor shall examine, monitor, maintain, and repair all network related equipment,

including software, to ensure efficient operation of WCPSS's network and related equipment. The schedule for such services will be to maximize equipment performance, efficiency and durability.

- d. Contractor shall service network related units and equipment, including all access through VPN, and shall inspect, test, maintain, and repair all equipment as needed to maximize equipment performance, efficiency and durability.
- e. The services provided shall not violate or in any way infringe on the rights of third parties.
- f. Contractor understands and agrees that WCPSS shall have the right to modify the services required under this Agreement.
- g. Contractor has obtained and shall maintain insurance to sufficiently protect Contractor and Wake County Board of Education from any and all potential claims or damages. The Wake County Board of Education shall be named by endorsement as an additional insured on the General Liability policies. Certificates of such insurance shall be furnished by Provider to the School System and shall contain an endorsement to provide the School System at least 430 days' written notice of any intent to cancel or terminate by either Provider or the insuring company. Failure to furnish insurance certificates or maintain such insurance shall be a default under this Contract and shall be grounds for immediate termination of this Contract. including a statement confirming that WCPSS, its agents and employees have been provided a waiver of any rights of subrogation which Consultant may have against them.
- h. Commercial General Liability shall include \$1,000,000 each occurrence Including Personal & Advertising Injury \$1,000,000 each occurrence with \$2,000,000 General Aggregate, and \$2,000,000 Products/Completed Operations Aggregate and Medical Expense \$5,000 (any one person)
- i. Cyber Liability Minimum Limit requirements \$1,000,000 up to \$5,000,000.
- j. Workers Compensation including Occupational Disease and Employer & Liability Insurance.
- k. Contractor is a corporation duly organized, validly existing, and in good standing under the laws of the State of North Carolina.
- l. Contractor has all necessary corporate power and authority to enter into and perform this Agreement.
- m. Contractor expressly agrees and acknowledges that all original materials developed by Contractor in connection with Contractor's work for WCPSS, including but not limited to computer programs, listings, designs, specifications, flow charts, and other documentation, are to be considered "work made for hire" under the United States copyright laws as the same may be amended from time to time, and are and shall be the sole and exclusive property of WCPSS. To the extent (if any) that, notwithstanding the foregoing, Contractor retains such rights, Contractor shall and does hereby assign exclusively and irrevocably to WCPSS the copyright in said materials and all rights thereunder, including but not limited to all rights to

reproduce the work in copies, to prepare derivative works based thereupon, and to distribute copies of the work by sale or other transfer, and all rights to authorize others to do so. Contractor represents and warrants that all materials delivered to WCPSS shall be original work of Contractor (and its employees, if any), and not of any independent contractor. Contractor agrees during its work for WCPSS and thereafter to execute any documents and papers and to render to WCPSS or its designee all assistance reasonably necessary to establish, perfect, or preserve such rights. To the extent any pre-existing materials of Contractor are contained in such works, Contractor grants to WCPSS or its designee a non-exclusive, worldwide, royalty free license to (I) use, execute, reproduce, display, perform and distribute copies of and prepare derivative works based upon such pre-existing materials and derivative works thereof; and (ii) authorize others to do any or all of the foregoing.

- n. Contractor agrees that no license or right is granted to Contractor, either expressly or by implication, estoppel or otherwise to publish or reproduce, prepare derivative works based upon, distribute copies of, publicly display, or perform any of the works described in the preceding paragraph, except pre-existing materials of Contractor, either during or after the term of this Agreement.
- o. Contractor agrees to communicate to WCPSS every Invention conceived, completed, or reduced to practice during the course of Contractor's work for WCPSS which is (I) related to the business, work or activities of WCPSS, or (ii) results from any work performed by Contractor using any equipment, facilities, materials, information, or personnel of WCPSS; or (iii) results from or are suggested by any work performed for or on behalf of WCPSS. "Invention" refers without limitation to any idea, design, concept, technique, discovery or improvement, whether patentable or not, including, but not limited to hardware, and apparatus, processes, and methods, formulas, computer programs and techniques, as well as improvements thereof and knowledge related thereto.
- p. Contractor agrees to assign and does hereby assign to WCPSS or WCPSS's designee Contractor's entire right, title and interest in and to all Inventions described in subparagraph l. above, including all patent rights, trademarks, and copyrights in such Inventions, and any patent applications filed and/or patent rights granted thereon in the United States and any foreign country. During Contractor's work with WCPSS and thereafter, Contractor agrees to execute any patent documents or papers relating to such developments as well as any documents and papers WCPSS may consider necessary or helpful in obtaining or maintaining said patents during the prosecution of patent applications thereon or the conduct of any litigation or other proceeding in connection therewith. All expenses incident to such applications, litigation, or proceedings shall be the sole responsibility of WCPSS.
- q. Contractor understands that WCPSS does not wish to receive from Contractor any information which may be considered confidential or proprietary to Contractor or any third party. Contractor represents and warrants that any information disclosed or provided by Contractor to WCPSS is not confidential or proprietary to Contractor or to any third party.
- r. Contractor warrants that it has good and marketable title to all of the inventions, information, material, work, or product made, created, conceived, written, invented, or provided by Contractor pursuant to the provisions of this Agreement (Product). Contractor further

warrants that the Product shall be free and clear of all liens, claims, encumbrances, or demands of third parties, including any claims by any such third parties of any right, title, or interest in or to the product arising out of any trade secret, copyright, or patent. Contractor shall indemnify and hold harmless WCPSS from any and all liability, loss, costs, damage, judgment, or expense (including reasonable attorneys' fees) resulting from or arising in any way out of any such claims by any third parties and/or which are based upon, or are the result of any breach of the warranties contained in this Subsection. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2. In the event of a breach, Consultant shall, at no additional cost to WCPSS replace or modify the Product with a functionally equivalent and conforming Product, obtain for WCPSS the right to continue using the Product, and in all other respects use its best efforts to remedy the breach.

- s. Should WCPSS permit Contractor to use any of WCPSS equipment, tools or facilities during the term of this Agreement, such permission will be gratuitous, and Contractor shall indemnify and hold harmless WCPSS and its officers, directors, agents, and employees from and against any claim, loss, expense, or judgment for injury to person or property (including death) arising out of the use of any such equipment, tools, or facilities, whether or not such claim is based upon the condition or on the alleged negligence of WCPSS in permitting its use.
 - t. In exchange for WCPSS engaging Contractor, Contractor waives all claims which Contractor, Contractor's heirs, estate, or successors in interest have or may acquire against WCPSS and its officers, directors, agents, and employees, for injury or death arising out of Contractor's performance of the services or use of WCPSS equipment or facilities.
 - u. Contractor shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by Contractor in the performance of the services herein. WCPSS shall have the right, upon reasonable notice, to audit at any time, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine Contractor's books and records relating to these several areas.
 - v. Contractor shall comply with all applicable laws and regulations in providing services under this Agreement. In particular, Contractor shall not employ any individuals to provide services to WCPSS who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Agreement. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Agreement.
3. PAYMENT OF FEES. WCPSS and Contractor agree that Contractor shall be paid \$334,984.65

after Contractor completes all of its obligations as outlined in paragraph 1 above. Licensing fees shall be billed annually.

- February 6, 2026 – February 5, 2027: License Fees - \$312,340.00 plus applicable taxes
- April 1, 2026 – March 30, 2027: Post Implementation Support - \$0

4. METHODS OF PAYMENT. Contractor shall submit to the Board monthly invoices itemized by service provided, the number of hours worked and by whom, the date(s) that services were provided, and the amount owed, along with any supporting documentation that may be requested in advance by the Board. Such invoices shall be submitted within thirty (30) days of the rendering of services. The Board shall process payments to Contractor within forty-five (45) days of submission of such invoices. Invoices should be sent to Accounts Payable, Wake County Public Schools, 111 Corning Road Cary, NC 27518 (accts-pay@wcpss.net) for review and approval.
5. CONTRACT FUNDING. It is understood and agreed between Contractor and the Board that the Board's payment obligation under this Contract is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made.
6. TERM. This Agreement shall commence upon execution by both parties. Time is of the essence. Contractor shall complete all of its implementation services on or before April 1, 2026.
7. WCPSS's COVENANTS. WCPSS covenants and agrees to be responsible for the following:
 - a. WCPSS shall grant access to equipment as needed according to the prior notice and prescribed schedule established by Contractor with the approval of WCPSS.
 - b. WCPSS reserves the right to exercise prior approval of scheduled services.
 - c. WCPSS shall have the right to request written reports at any time during the performance of this Agreement which shall be furnished within seven (7) days after such request, in the manner directed, describing progress, status of costs, data, and other matters pertaining to the services rendered, at no additional cost to WCPSS.
8. INDEMNIFICATION. Contractor shall indemnify, defend and save harmless WCPSS against any and all claims, actions, demands, costs, damages, loss, or expense of any kind whatsoever, in whole or part, resulting from or connected with any acts under this Agreement or from the omission or commission of any act, lawful or unlawful, by Contractor, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by WCPSS in connection with the defense of said matters. WCPSS shall not in any event, be liable in damages for business loss or other incidental, indirect, special, punitive or consequential damages of whatever kind or nature, regardless of the cause of such damage, and Contractor, and anyone claiming by or through it, expressly waives all claims to such damages. The parties agree that this indemnification clause is an "evidence of indebtedness" for purpose of N. C. Gen. Stat. § 6-21.2.
9. TERMINATION FOR CONVENIENCE. WCPSS may terminate this Contract at any time at its complete discretion upon twenty (20) calendar days' notice in writing from WCPSS to Contractor prior to the date of termination. In addition, all finished or unfinished documents and other

materials produced by WCPSS pursuant to this Contract shall, at the request of WCPSS be turned over to it and become its property. If the Contract is terminated by WCPSS in accordance with this section, WCPSS will pay Contractor at the rate set out in Section 3 for all services performed as of the date of termination.

10. EVENTS OF DEFAULT. This paragraph shall not limit the Board's right to terminate this Agreement as provided in the foregoing sections of this Agreement. The occurrence of any one of the following events shall constitute an event of default allowing either party to terminate this Agreement upon fifteen (15) days written notice to the other party:
- a. A party's failure to provide payment or services required under this Agreement or a party's material breach of its obligations under this Agreement and a failure to cure such failure or breach within seven (7) days after written notification of such failure or breach.
 - b. A party's purported unauthorized transfer or assignment of this Agreement or any rights or obligations under this Agreement.
 - c. A party or any agent or employee of that party commits, during the course of performance of any activity for or on behalf of the other party, any act punishable by fine or imprisonment under state or federal law.
 - d. A party or any agent or employee of that party commits an act or omission, in the course of its performance hereunder, that endangers or threatens the health and safety of others.
 - e. A party or any agent or employee of that party commits an act of fraud, defalcation, or dishonesty, or any act or omission or series of acts or omissions which singly or together constitute an unfair or deceptive act or practice.
 - f. Any discovery that any material representation by a party is materially misleading or inaccurate, or a party's failure to perform any material covenant, obligation, term or condition contained in this Agreement.
 - g. A party's cessation of doing business as a going concern, assignment for the benefit of creditor's, admission in writing of its inability to pay debts as they become due, filing of a petition in bankruptcy or appointment of a receiver, acquiescence in the appointment of a trustee or liquidator of it or any substantial part of its assets or properties.
11. RIGHTS UPON TERMINATION. Upon the occurrence of an event of default, the non-offending party shall have the right to terminate the Agreement upon fifteen (15) days written notice to the other party, and seek all legal and equitable remedies to which it is entitled, including but not limited to refunds for amounts paid. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other remedies available to it.
12. RECORDS AND CONFIDENTIALITY OF STUDENT INFORMATION. Contractor agrees that all student records or personally identifiable information contained in student records that may be obtained in the course of providing services to the Board under this contract shall be subject to the

confidentiality and disclosure provisions of applicable federal and state statutes and regulations as well as the Board's policies. All student records shall be kept in a secure location preventing access by unauthorized individuals. Contractor will maintain an access log delineating date, time, agency, and identity of individual accessing student records who is not in the direct employ of Contractor. Contractor shall not forward to any person other than parent or the Board any student record or personally identifiable information obtained from a student record (including, but not limited to, the student's identity) without the written consent of the Board. Upon termination of this Contract, Contractor shall turn over to the Board all student records or personally identifiable information about students obtained by Contractor while providing services under this Contract. Nothing in this Contract gives Contractor any right to access any student records or personally identifiable information.

13. LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS. Contractor also acknowledges that G.S. § 14-208.18 prohibits anyone required to register as a sex offender under Article 27A of Chapter 14 of the General Statutes from knowingly being on the premises of any school. Contractor shall conduct or arrange to have conducted, at its own expense, sexual offender registry checks on each of its owners, employees, agents and subcontractors ("contractual personnel") who will engage in any service on or delivery of goods to Board property or at a Board sponsored event, except checks shall not be required for individuals who are solely delivering or picking up equipment, materials, or supplies at: (1) the administrative office or loading dock of a school; (2) non-school sites; (3) schools closed for renovation; or (4) school construction sites. The checks shall include at a minimum checks of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For Contractor's convenience only, all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>. Contractor shall provide certification on the Sexual Offender Registry Check Certification Form (**Exhibit B**) that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Contract prior to the commencement of such services or the delivery of such goods. Contractor shall conduct a current initial check of the registries. The sex offender registry checks shall be conducted within 30 days of Contractor's execution of the Contract and prior to performing any services on School System property. In addition, Contractor agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Contract. Contractor further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Contract. Contractor shall not assign any individual to deliver goods or provide services pursuant to this Contract if said individual appears on any of the listed registries. Contractor agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel, and agrees to provide such records and documents to the Board upon request. Contractor specifically acknowledges that the Board retains the right to audit these records to ensure compliance with this section at any time in the Board's sole discretion. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract. If requested by the Board, the Contractor shall provide sufficient background information regarding any or all contractual personnel who may deliver goods or perform services under this contract in order to allow the Board to perform a criminal background check on each individual at the Board's expense. Contractor further agrees that it has an ongoing obligation to provide the Board with the name of

any new contractual personnel who may deliver goods or provide services under the Contract. The Board reserves the right to prohibit any contractual personnel of Contractor from delivering goods or providing services under this Contract if the Board determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others, or if such contractual personnel may otherwise pose a risk to the Board's operations. Failure to comply with the terms of this provision shall be deemed a material breach of the Contract.

14. COMPLIANCE WITH APPLICABLE LAWS. Contractor shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Contractor shall not employ any individuals to provide services to the Board who are not authorized by federal law to work in the United States. Contractor represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Contractor shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract. Contractor is responsible for providing affordable health care coverage to all of its full-time employees providing services to the Board. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
15. RESTRICTED COMPANIES LIST. Contractor represents that as of the date of this Contract, Contractor is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Contractor also represents that as of the date of this Contract, Contractor is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
16. ANTI-NEPOTISM. Unless disclosed to the Board in writing prior to the Board's approval and execution of this Contract, Contractor warrants that, to the best of its knowledge and in the exercise of due diligence, none of its corporate officers, directors, or trustees and none of its employees who will directly provide services under this Contract are immediate family members of any member of the Wake County Board of Education or of any principal or central office staff administrator employed by the Board. For purposes of this provision, "immediate family" means spouse, parent, child, brother, sister, grandparent, or grandchild, and includes step, half, and in-law relationships. Should Contractor become aware of any family relationship covered by this provision or should such a family relationship arise at any time during the term of this Contract, Contractor shall immediately disclose the family relationship in writing to the Superintendent of Schools. Unless disclosed prior to the execution of the Contract or formally waived by the Board at a Board meeting, the existence of a family relationship covered by this Contract is grounds for immediate termination by Board without further financial liability to Contractor.
17. GIFT PROHIBITION. Provider acknowledges that it is subject to N.C.G.S. §§ 14-234 and 133-32, which prohibit contractors from providing items of value to school system officials and employees under various circumstances. N.C.G.S. § 14-234, in pertinent part, prohibits contractors from providing to specific school system officers/employees a gift, favor, reward,

approval of WCPSS. Any inquiry which Contractor may receive from news media concerning this Agreement will be referred to WCPSS for coordination prior to response. Any technical paper, article, publication, or announcement of advances generated in connection with the services under this Agreement, during the period of performance of the Agreement or in the future, shall require WCPSS's prior written approval.

22. NO THIRD PARTY BENEFICIARIES. Nothing herein is intended or shall be construed to confer upon or to give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under this Agreement.
23. SEVERABILITY. Unless otherwise expressly provided herein, the rights of the parties hereunder are several rights, not rights jointly held with each other or with any other party. Any invalidity, illegality or limitation of the enforceability of any part of this Agreement, whether arising by reason of law or otherwise, shall in no way affect or impair the validity, legality or enforceability of this Agreement in all other respects.
24. FORCE MAJEURE. Neither party shall be liable to the other by reason of any failure of performance hereunder if such failure arises out of the acts of governmental authority, acts of God, acts of the public enemy, acts of civil or military authority, governmental priorities, fires, unavailability of energy resources, riots, war, or events of similar nature. Any party experiencing such an event shall give as prompt notice as possible under the circumstances and such protection from liability shall last only for the duration of the event of such *force majeure*. In the event a school facility is damaged by fire, weather, or by events of a similar nature to those described in this paragraph and this substantially prevents WCPSS's use of Contractor's service, WCPSS shall have the option of suspending payments due under the Agreement for the time period use is substantially prevented or terminating the Agreement immediately without penalty or further expense.
25. COUNTERPARTS. This Agreement may be executed in several counterparts, all of which taken together, shall constitute one single agreement between the parties hereto.
26. WAIVER. No delay or omission by either party hereto to exercise any right or power hereunder shall be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant contained herein. All remedies provided for in this Agreement shall be cumulative and, in addition to any remedies available to either party at law, in equity or otherwise.
27. ASSIGNMENT. This Agreement may not be assigned without the written agreement of all parties, but if the same is assigned by agreement, it shall be binding on the assignee and his heirs.
28. CONTRACT MODIFICATIONS. This contract may be amended only by written amendments duly executed by and between WCPSS and Contractor.
29. GOVERNING LAW. North Carolina law will govern the interpretation and construction of the Contract.

30. BINDING. All provisions of this Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the parties, their respective heirs, representatives, successors, and assigns.

31. ATTACHED EXHIBITS: The following documents, if any, are attached as Exhibits to this Contract and incorporated by reference herein:

Exhibit A: Howard Technology Solutions Response to Bid #251-26-247

Exhibit B: Sexual Registry Check Certification Form

Exhibit C: Howard Technology Solutions Quote:TP10 1596149.00

Exhibit D: Lightspeed Terms of Use

32. HEADINGS. The articles and section headings are for reference and convenience only and shall not be considered in the interpretation of this Agreement.

33. RELATIONSHIP OF PARTIES. Contractor shall be an independent contractor of the Board, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of Contractor be construed as an employee, agent, or principal of the Board.

34. ENTIRE UNDERSTANDING. This Agreement contains the final expression of the parties' intent and the sole and entire understanding between Contractor and WCPSS. The parties agree that any statements, representations, discussions, or documentation, whether made prior to or contemporaneously with the execution of this Agreement, have been merged into this Agreement and this Agreement fairly and comprehensively memorializes the final negotiated agreement between the parties. The Agreement shall not be modified or amended in any manner except in writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties to this agreement have hereunder set their respective hands on the day and year first above written.

WAKE COUNTY BOARD OF EDUCATION

PROVIDER

Tyler Swanson
Board Chair

Authorized Signature

This instrument has been pre-audited in the manner required by the School Budget and Fiscal Control Act. G.S. 115C-441(a).

Lindia C. Rosey

1/28/2026

Finance Officer

Date

Exhibit B

Sexual Offender Registry Check Certification Form

PLEASE SUBMIT THIS FORM TO YOUR SCHOOL SYSTEM'S REPRESENTATIVE

Project Name: Lightspeed Solutions

Contract: Software and Services

Check the appropriate box to indicate the type of check:

X Initial

_____ Supplemental

_____ Annual

I, _____ (insert name), _____ (insert title) of _____ (insert company name) hereby certify that I have performed all of the required sexual offender registry checks required under this Contract for all contractual personnel (employees, agents, ownership personnel, or contractors) who may be used to deliver goods or provide services under this Contract, including the North Carolina Sex Offender and Public Protection Registration Program, the North Carolina Sexually Violent Predator Registration Program, and the National Sex Offender Registry (Note: all of the required registry checks may be completed at no cost by accessing the United States Department of Justice Sex Offender Public Website at <http://www.nsopw.gov/>). I further certify that none of the individuals listed below appears on any of the above-named registries and that I will not assign any individual to deliver goods or perform services under this Contract if said individual appears on any of the sex offender registries. I agree to maintain all records and documents associated with these registry checks, and that I will provide such records and documents to the school system upon request. I specifically acknowledge that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. I acknowledge that I am required to perform these checks and provide this certification form before any work is performed under the Contract (initial check), any time additional contractual personnel may perform work under the Contract (supplemental check), and at each anniversary date of the Contract (annual check).

Contractual Personnel Names

Job Title

- | | | |
|----|-------|-------|
| 1. | _____ | _____ |
| 2. | _____ | _____ |
| 3. | _____ | _____ |
| 4. | _____ | _____ |
| 5. | _____ | _____ |
| 6. | _____ | _____ |
| 7. | _____ | _____ |

I attest that the forgoing information is true and accurate to the best of my knowledge.

_____ (print name)

_____ 1/28/2026 (signature / date)

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Response To

Wake County Public School System

*RFP: 251-26-247 Wake County Public
School System*

Due: January 6, 2026 @ 2:00 P.M. ET

Presented By

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P.O. Box 1590 • Laurel, MS 39441



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888.323.3151 technical support

Letter of Transmittal

January 2, 2026

Wake County Public School System

RE: 251-26-247 Wake County Public School System

Howard Technology Solutions (a division of Howard Industries, Inc....**Federal ID Number 64-0466143** and SPIN 143022153) (Privately Held Corporation) is pleased to offer a response to your RFP. Howard Technology Solutions has read and understands the bid and are able to provide the services requested. Howard Technology Solutions, with its 40+ years of manufacturing experience, is well versed in the manufacturing and production of technology products and services.

Howard Technology Solutions, a division of Howard Industries, Inc., was established in 1998 with our parent company being founded in 1968. Howard Technology Solutions currently employs approximately 4,531 employees. Howard Technology Solutions is driven by helping our customers understand technology products and services that could benefit their organizations.

Howard Technology Solutions is a provider of cutting-edge educational technology that includes audio and visual solutions, network solutions, security and storage solutions, as well as project design, consultation, and installation services. Howard is known for its cost-effective approach to providing the very latest in reliable, high-quality equipment. In addition to offering thousands of top-of-the-line third-party brands, Howard also manufactures custom desktops, laptops, servers, and presentation carts that continue to secure market recognition. We have established partnerships with industry leaders which enables Howard to offer a rich portfolio of over 250,000 name brand products ranging from projectors, document cameras, and sound equipment to interactive technologies and control systems – everything needed for the 21st Century skills, foster collaboration, and integrate multimedia tools into instruction.

The office location that will serve as the main point of contact is Howard Technology Solutions at 36 Howard Dr., Ellisville, MS 39437. (Phone) 601.425.3181; (Email) Your point of contact for this RFP is: Brandey Boyd: Bids & Contract Manager, (Phone) 601.399.5831 (Fax) 601.399.5077 (Email) bboyd@howard.com.

Company URL: www.howardcomputers.com

Address: P O Box 1590 Laurel, MS 39441

DUNS Number: 04-341-7476

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P.O. Box 1590 • Laurel, MS 39441

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UEI – DPYMJBXHMFK5



Sales Team

Trey Pickich
Inside Sales Representative
Email: tpickich@howard.com

Ryan Keag
National K12 Large Account Manager
Email: rkeag@howard.com

Sincerely

A handwritten signature in blue ink, appearing to read "Marleigh Rayner".

Marleigh Rayner
Bid Specialist
Phone: 601.425.3181 Ext: 5796
Fax: 601.399.5077
Email: bids@howardcomputers.com

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A Division of Howard Industries, Inc.

Executive Summary

Howard Technology Solutions is the newest division of Howard Industries, Inc. - a \$1.6 billion privately-held electrical products corporation. Howard Industries was founded in 1968 by Billy and Linda Howard. The Howards have grown their core business - distribution transformers - into the leader of their industry. Today, Howard Industries' Transformer Division is the number one producer of distribution transformers in the United States and is housed in the largest transformer plant in the world - 2.2 million square feet. In addition, the company employs approximately 4,200 employees today.

The Howards have diversified their interest over the years to form their own trucking company, Howard Transportation. Begun in the era of deregulation of the industry to haul Howard's own products, Howard Transportation now carries 60% of its load from companies other than Howard Industries and is one of the leading Southeastern carriers.

Not satisfied with all their success, the Howards again diversified in the early 1990s and formed a new division, Howard Lighting Products. This division manufactures and offers a vast selection of high-quality fluorescent and HID (High Intensity Discharge) ballast, in addition to lighting products that are ideal for commercial and residential uses. Today, this division has products in use at Johnson Space Center, Kennedy Space Center, Camp Pendleton, CIA headquarters at Langley, Fort Bragg, and many other US government facilities.

Finally, the Howards again branched out to form Howard Technology Solutions. Although a new division to the Howards, the manufacturing of personal computers was far from a new venture for Howard Industries. They had been building computers in-house for their own use for approximately 8 years. The decision to branch out and market their products to others was an easy one given the dynamics of the marketplace and the Howard's confidence in their ability to build a business from the ground up.

In addition, Howard offers the value-added service of one-on-one support from our Howard Technology Solutions dedicated professionals. From project start to finish, our teams can assist our customers with all their technology needs from design conception through completion. After project completion, our customers can depend on our Customer Service Team and their dedicated Inside Sales Representative to help with any issues that may arise. All our employees are willing and trained to provide excellent customer service and product knowledge for our customers.

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Today, Howard Technology Solutions has grown at a significant pace and has entered strategic partnerships with various industry leaders such as Asus, Acer, Dell, Aerohive, Palo Alto, Epson, Samsung, Panasonic, Cisco, Crestron, Extron, HP, Lenovo, Toshiba, Xirrus, Chief, Mimio, FrontRow, and many more, bringing products to a variety of end-users from government and private businesses to educational customers from the K12, higher education, and private sectors. We feel confident in our ability to provide our customers with the products and services they require to meet their technology-related needs as well as providing excellent installation and training services while maintaining our high level of customer service.



Our vision + strategy

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- Notebooks • Servers • Tablets • Workstations



A | COMPUTING SOLUTIONS

1. **ACCESSORIES:** Belkin, C2G, CaseLogic, Kensington & Targus
2. **ANTIVIRUS:** AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro
3. **ASSET MANAGEMENT:** Absolute, Asset Panda, Hayes & Symantec
4. **DESKTOPS:** HOWARD, Acer, Dell, HP & Lenovo
5. **MOBILE DEVICE MANAGEMENT:** Airwatch, Filewave, GoGuardian, Lightspeed Systems & Securly
6. **MOBILE PRESENTATION & CHARGING STATIONS:** Anywhere Cart, Aver, Blackbox, Brefford, Copernicus, Datamation, Earthwalk, Ergotron, Kwikboost, LocknCharge, Luxor, MooreCo, PowerGistics & Spectrum
7. **NOTEBOOKS & TABLETS:** HOWARD, Acer, Asus, Dell, Fujitsu, HP, Lenovo, Microsoft, Samsung & Toshiba
8. **PRINTERS (2D & 3D):** 3D Systems, Brother, Craftunique, HP, Kyocera, Lexmark, Makerbot, OKI & Xerox
9. **REFURBS:** Charge Carts, Computers, Document Cameras, Monitors, Notebooks, Servers, Storage & Tablets
10. **VR:** Epson, HP, HTC Vive, Lenovo, Oculus Rift & Samsung

B | AUDIOVISUAL + INSTRUCTIONAL SOLUTIONS

1. **AUDIO SOLUTIONS:** AMX, Audio Enhancement, Crestron, Elmo, Extron, Lightspeed & Shure
2. **BROADCASTING:** Panasonic, Sony & TriCaster
3. **CABLES:** C2G, Comprehensive, Crestron, Liberty Cable, MonoPrice & West Penn
4. **CONTROL SYSTEMS:** AMX, Atrona, Crestron, Extron, FrontRow, Kramer & SP Controls
5. **DOCUMENT CAMERAS:** Aver, Boxlight, Elmo, Epson, HoverCam, & Lumens
6. **FURNITURE:** CEF, Middle Atlantic, MooreCo, Spectrum, VFI & Worthington
7. **INTERACTIVE CLASSROOM SOLUTIONS:** BenQ, Boxlight, Epson, Interactive Projectors, NEC, Qomo, Samsung & SMART
8. **INTERACTIVE DISPLAYS:** Aver, BenQ, Boxlight, Cleartouch, HoverCam, Newline, Promethean, Qomo, Ricoh, Sharp, Viewsonic & Wacom
9. **INTERCOMS, BELLS & PAGING SYSTEMS:** Atlas, Audio Enhancement, Extron, Harman & Valcom
10. **LECTURE CAPTURE:** Audio Enhancement, Crestron, Discover Video, Extron, Lumens & VBrick
11. **MIXERS & MICROPHONES:** AKG, Allen & Heath, Shure & Soundcraft
12. **MONITORS & DISPLAYS:** LG, NEC, Panasonic, Planar, Samsung, Sharp, Sony & Viewsonic
13. **MOUNTS:** Chief, Peerless & Premier Mounts
14. **PROJECTORS:** BenQ, Boxlight, Casio, Christie, Epson, Hitachi, Infocus, NEC, Panasonic, Sony & Viewsonic
15. **PROJECTOR SCREENS:** Da-Lite & Draper
16. **SPEAKERS & AMPS:** Audio Enhancement, Crestron, Crown, Danley, Extron, JBL, Lab Gruppen, Renkus-Heinz & Tannoy
17. **VIDEO CAMERAS:** Audio Enhancement, Aver, Axis, Hitachi, Panasonic, Sony & Vaddio
18. **VIDEO CONFERENCING:** Cisco, Crestron, Lifesize, MashMe, Polycom & Zoom
19. **WEBCASTING:** Vivi
20. **WIRELESS INTERACTIVE PADS:** Elmo & Qomo

C | NETWORKING INFRASTRUCTURE SOLUTIONS

1. **BACKUP & REPLICATION:** Barracuda, CommVault, Cybernetics, Exagrid, HPE, Quest, Rubrik, Spectra Logic, Unitrends, Veeam, VMware & Zerto
2. **BANDWIDTH MANAGEMENT SOLUTIONS:** Allot & Radware
3. **CONTENT FILTERING:** Barracuda, ContentKeeper, ESET, FamilyZone, Fortinet, iBoss, Lightspeed Systems, Palo Alto & Securly
4. **CONTINUITY SOLUTIONS:** Cisco
5. **COOLING, LAN STORAGE & POWER PROTECTION PRODUCTS:** APC, Cyberpower, Eaton, Orion, Schneider Electric, SurgeX & Tripp Lite
6. **DISASTER RECOVERY PRODUCTS:** HOWARD, Dell EMC, Veeam & VMware
7. **EMAIL ARCHIVING SOLUTIONS:** Arcmail & Barracuda
8. **HYPERCONVERGED:** Dell EMC, HPE, HVE, NetApp & Nutanix
9. **NETWORK ACCESS CONTROL:** Aruba, Extreme, Fortinet & Impulse
10. **NETWORK INFRASTRUCTURE:** Aruba, Broadcom, Cisco, Extreme, HPE & Ruckus
11. **SECURITY SOLUTIONS:** Aruba, Barracuda, BitDefender, Fortinet, Juniper, McAfee, Panda Security, Radware, Sophos & Symantec
12. **SERVERS:** HOWARD, Dell, Fujitsu, HPE, HVE, IBM & Lenovo
13. **STORAGE:** Buffalo, Dell EMC, HPE, HVE, Overland Tandberg & Western Digital
14. **VOIP:** Cisco, Digium, Fortinet, Mitel, Polycom, Vertical & Zultys
15. **WIRELESS:** Arista Networks, Aruba, Cisco, Cradlepoint, Extreme, Fortinet, HP, Meraki, NetGear, Riverbed, Ruckus & Ubiquiti

D | VIRTUALIZATION

1. **BACKUP & DATA RECOVERY:** Barracuda, Nakivo, Unitrends, Veeam & Zerto
2. **CLOUD:** AWS, Greencloud & Microsoft
3. **DESKTOP VIRTUALIZATION:** Citrix, HVE, NComputing & VMware
4. **SERVER VIRTUALIZATION:** Citrix, HVE, Microsoft, Overland Tandberg & VMware
5. **SERVERS:** HOWARD, Dell, HPE, HVE, Lenovo & Nutanix
6. **SOFTWARE-DEFINED STORAGE:** DataCore & VMware
7. **STORAGE:** Dell EMC, HPE, HVE, Lenovo, Overland Tandberg, QNAP & Synology
8. **VDI:** Citrix, Dell, HVE, Inuvika, LG, NComputing & VMware

E | PHYSICAL SECURITY

1. **ACCESS CONTROL:** 3xLogic, ANVIZ, BFT Americas Inc., IDIS Global, IRISID, Kantech, OpenPath, Panasonic, Paxton, Proccess, Proxy, SafePass, Salto & TagMaster
2. **ACTIVE SHOOTER:** A.S.R.S., AMBERBOX, Athena Security, Crotega, Noice Industries & ZeroEyes
3. **BEHAVIOR MANAGEMENT:** IPVideo Corp.
4. **BODY PROTECTION:** Bulletsafe
5. **CLOUD:** Brivo, OpenPath & ProdataKey
6. **DISPLAYS:** Avue Technologies, Bosch, LG, NEC, Panasonic, Planar, Samsung, Sharp, Sony & ViewSonic
7. **EMERGENCY ALERT NOTIFICATION:** Audio Enhancement, Lynx, SafeKard & Singlewire
8. **ENCODERS:** Axis & Panasonic
9. **GUARD SERVICES EQUIPMENT:** MRKT-IT
10. **INTERCOMS:** 2N, Aiphone & Comelit
11. **LIGHTING:** HOWARD
12. **MOBILE SECURITY:** MRKT-IT



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E | PHYSICAL SECURITY (cont'd)

- 13. **MOUNTING & ACCESSORIES:** Altronix, Axis, C2G, Moog & Panasonic
- 14. **PERIMETER SECURITY:** Boon Edam, Garrett & NightLock Lockdown
- 15. **STORAGE:** Avue Technologies, Axis, Cisco, CP Technologies, Exacq, IPConfigure, Lexmark, Milestone, Panasonic, Pivot-3, Plustek, Q-See, Seneca, SoleraTec, **TRENDnet**, Ubiquiti, ViewZ & Vivotek
- 16. **SUPPORTING INFRASTRUCTURE:** Altronix, Audio Enhancement, FluidMesh Networks & Ubiquiti
- 17. **VIDEO MANAGEMENT SOFTWARE:** Axis, Exacq, Milestone & Panasonic
- 18. **VIDEO SURVEILLANCE:** Audio Enhancement, Axis, Milestone, Panasonic & Verkada
- 19. **VISITOR MANAGEMENT:** AxxonSoft, IDSCAN, iLobby, SilverShield & Traction Guest

F | KIOSKS + DIGITAL SIGNAGE

- 1. **CONTENT MANAGEMENT SOFTWARE:** Discover Video, Hiperwall, HypeSign, RevelTV, Signage Live & Visix
- 2. **DIGITAL OUTDOOR SIGNS & SCOREBOARDS:** Daktronics & Optec
- 3. **INDOOR KIOSKS:** **HOWARD**
- 4. **LARGE FORMAT DISPLAYS:** LG, Panasonic, Planar, Samsung, Sharp, Sony & Viewsonic
- 5. **MEDIA PLAYERS:** BrightSign, Discover Video, Viewsonic & Vivitek
- 6. **MOUNTS & MOUNTING BRACKETS:** Chief, Peerless & Premier Mounts
- 7. **OUTDOOR KIOSKS:** **HOWARD**
- 8. **THROUGH-THE-WALL KIOSKS:** **HOWARD**
- 9. **TABLETOP KIOSKS:** **HOWARD**
- 10. **TELEMEDICINE KIOSKS:** **HOWARD**
- 11. **WAYFINDING KIOSKS:** **HOWARD**, 22Miles & Visix

G | SOFTWARE SOLUTIONS

- 1. **FEATURED SOFTWARE:** Hapara & Viper
- 2. **ANTIVIRUS:** AVG, BitDefender, Cylance, GoGuardian, Kaspersky Lab, MalwareBytes, McAfee, Palo Alto, Panda Security, Sophos, Symantec, Total Defense & Trend Micro
- 3. **BACKUP, RECOVERY & UTILITY:** Nakivo & Symantec
- 4. **CHROMEBOOK-ENABLING SOFTWARE:** Neverware
- 5. **CONTENT CREATION:** Avid
- 6. **CREATIVITY, DESIGN & PAGE LAYOUT:** Adobe
- 7. **IT & NETWORK MANAGEMENT:** Hayes Software & Velocloud
- 8. **NETWORK SECURITY:** Absolute Software, Bitdefender, Check Point, GoGuardian & Sonicwall
- 9. **PRINT MANAGEMENT:** PaperCut
- 10. **PROGRAMMING & WEB DEVELOPMENT:** Microsoft & Rubrik
- 11. **VIRTUALIZATION & STORAGE:** Citrix, DataCore, Veeam & VMware

H | PROFESSIONAL SERVICES

- 1. **CONSULTING:** Network Assessments, Outsourced Labor & Wireless Surveys
- 2. **INSTALLATION & DESIGN SERVICES:** Audiovisual & Computing, Cabling, Distance Learning & Video Conferencing, Network and Data Centers & Wireless Access
- 3. **MANAGED SERVICES:** E-Rate Eligibility, IT Outsourcing, Network Consulting & Onsite Technicians
- 4. **PHYSICAL SECURITY & VIDEO SURVEILLANCE SERVICES:** Aver, Axis, Cisco, Lumens, Milestone, Panasonic & Salto
- 5. **PROFESSIONAL DEVELOPMENT/TRAINING:** Curriculum Training, Instructional Technologies & 21st Century Classrooms- MobileMind
- 6. **PROGRAMMING SERVICES:** Control Systems & Video Conferencing
- 7. **SUPPORT SERVICES:** Asset Tagging, Custom Imaging, Etching, HTTP, OnCall, Technology Management & White Glove Services

I | EVERYDAY ACCESSORIES

- 1. **BAGS & CASES:** Belkin, Brenthaven, CaseLogic, Greensmart, Gumdrop, Higher Ground, Incase, MaxCases, Mobile Edge & Tucano
- 2. **HARDWARE:** Cameras & Camcorders, Ink, Keyboards, Mice & Pointing Devices, Monitors, Power Devices, Printers, Projectors, Scanners, Toner & Other Accessories
- 3. **NETWORKING:** Adapters, Bridges, Cables, Cards, Hubs, IP Telephony, Modems, Routers, Security Devices, Switches, Video Conferencing Products, WAPs & Other Accessories
- 4. **PRINTING CONSUMABLES:** Brother, Canon, HP, Lexmark & PCI

J | PRO DEVELOPMENT | TEACHING + LEARNING

- 1. **FUSION:** FUSION is HOWARDedu's Professional Learning Model that takes teaching, standards, content and pedagogy, and fuses it with technology to create new learning environments where students are engaged in daily instruction.
- 2. **AUDIO ENHANCEMENT:** Educators need tools they can use everyday to improve teaching and learning in the classroom. Our professional development will show teachers how to use Audio Enhancement tools to reach all students in the classroom.
- 3. **CODING:** Discover how to incorporate computer science into the core curriculum and teach the computational skills needed to engage students with coding, robots and STEM tools.
- 4. **MOBILEMIND:** MobileMind's differentiated and time-conscious virtual training builds capacity and helps drive adoption of technology usage.
- 5. **STEMFUSE:** Discover the best STEM-based Curriculum software.

K | eSPORTS SOLUTIONS

- 1. **GAMING DESKTOPS:** **HAVOC**™, Acer, Asus, Dell, HP & Lenovo
- 2. **GAMING FURNITURE:** Spectrum
- 3. **GAMING HEADSETS:** Corsair
- 4. **GAMING KEYBOARDS:** Corsair
- 5. **GAMING LAPTOPS:** **HAVOC**™, Acer, Asus, Dell, HP & Lenovo
- 6. **GAMING MICE:** Corsair
- 7. **GAMING MONITORS:** Asus, HP, Lenovo & Viewsonic
- 8. **GRAPHICS CARDS:** Acer & Asus

L | E-COMMERCE (www.howardedu.com)

- 1. **PREMIERE WEBSITE CUSTOMIZATION**
- 2. **SHOP BY APPROVED PRODUCTS PAGE (APP)**
- 3. **SHOP BY CONTRACT:** BuyBoard, NASPO ValuePoint, NCPA & TIPS/TAPS
- 4. **SHOP BY ROOM**

OUTSIDE REP

EMAIL

PHONE

INSIDE REP

EMAIL

PHONE

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

HOWARD[™]

TECHNOLOGY SOLUTIONS


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888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

BID PACKET

RFP #251-26-247

 <p>WAKE COUNTY PUBLIC SCHOOL SYSTEM</p>	Request for Proposal #251-26-247	
	DUE DATE: JANUARY 6, 2026 @ 2:00PM ET	
1551 Rock Quarry Rd – Bldg. F Raleigh, NC 27610	Contract Type: AGENCY SPECIFIC TERM	
Refer ALL Inquiries to: Marcella Calvert Telephone No: 919-588-3457	Commodity: 432322 CONTENT FILTERING	
E-Mail: bids-mcalvert@wcpss.net	Using Agency Name: WAKE COUNTY PUBLIC SCHOOL SYSTEM	

NOTICE TO VENDORS

Sealed proposals, subject to the conditions made a part hereof, will be received at this office (1551 Rock Quarry Road, Building F, Raleigh, NC) until 2:00 p.m. on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Refer to page 2 for proper mailing instructions. Proposals submitted via facsimile (FAX) machine or email in response to this Request for Proposal will not be acceptable. Proposals are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all items upon which prices are proposed, at the prices set opposite each item within the time specified herein. By executing this proposal, I certify that this proposal is submitted competitively and without collusion.

Failure to execute/sign proposal prior to submittal shall render bid invalid. Late proposals are not acceptable.

VENDOR: <i>Howard Technology Solutions, a division of Howard Industries Inc</i>		FEDERAL ID OR SOCIAL SECURITY NO. <i>64-0466143</i>	
STREET ADDRESS: <i>36 Howard Drive</i>		P.O. BOX:	ZIP: <i>39437</i>
CITY & STATE & ZIP: <i>Ellisville, MS 39437</i>		TELEPHONE NUMBER: <i>601.425.3161</i>	TOLL FREE TEL. NO <i>(800) 888-912-3151</i>
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE <i>N/A</i>			
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: <i>Marleigh Kayner Bid Specialist</i>		FAX NUMBER: <i>601-399-5077</i>	
AUTHORIZED SIGNATURE: <i>[Signature]</i>	DATE:	E-MAIL: <i>bids@howardcomputers.com</i>	

Offer valid for 60 days from date of proposal opening unless otherwise stated here: 30+ days.
 Prompt Payment Discount: N/A % N/A days.

Submit **one (1) signed, original executed** proposal response, and one (1) electronic copy on a flash drive (emails will not be accepted) of your proposal simultaneously to the address identified below.

Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each

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proposal shall be submitted in separate envelopes and marked accordingly. For delivery purposes, separate envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the proposal package.

MAILING INSTRUCTIONS: Mail only one fully executed proposal with copies, unless otherwise instructed, and only one proposal package with copies per envelope. **Address envelope and include proposal number as shown below.** It is the responsibility of the Vendor to have the proposal in this office by the specified time and date of opening.

<u>DELIVER TO:</u>
PROPOSAL NO. RFP 251-26-247
Wake County Public School System
Attention: Marcella Calvert
1551 Rock Quarry Road, Bldg. F
Raleigh, NC 27610

RFP SCHEDULE

The table below shows the intended schedule for this RFP. WCPSS will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time (ET)
Issue RFP	WCPSS	12-19-2025
Submit written questions to bids-mcalvert@wcpss.net (Reference RFP # in the subject line)	Vendor	12-29-2025 by 2:00 PM
Provide Responses to Questions	WCPSS	12-31-2025 by End of Business Day
Submit Proposals	Vendor	1-6-2026 @ 2:00 PM

PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions, in written form by the above due date. WCPSS will not respond to questions via telephone or telephone message(s). Written questions must be emailed to bids-mcalvert@wcpss.net by the date and time specified above. Vendors should enter "RFP #251-26-247 Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

Questions received prior to the submission deadline date, WCPSS' response and any additional terms deemed necessary by WCPSS will be posted in the form of an Addendum and shall become an Addendum to this RFP. No information, instruction, or advice provided orally or informally by any WCPSS personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely only on written material contained in an Addendum to this RFP. **Addendums associated with the Request for Bid will be posted to the following links and it will be the vendor's responsibility to adhere to and check these addendums prior to bid submittal:**
<http://webarchive.wcpss.net/about-us/purchasing/open-bids.html>

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<https://evp.nc.gov/solicitations>

PROPOSAL EVALUATION

All proposals will be evaluated by representatives of WCPSS. WCPSS may, at its sole discretion, ask for additional information and/or elect to conduct interviews with finalists to clarify information provided in the proposals.

The services that are the subject of this RFP are not required to be bid under North Carolina law, and none of the statutory requirements regarding public bidding apply to this RFP. This document, and not those statutes, will govern the selection process.

WCPSS shall not be required to award the contract to the lowest proposed compensation; nor shall WCPSS have any obligation to explain its decision to recommend or not to recommend any particular vendor or to invite or exclude any particular vendor from consideration at any stage of the process. Instead of recommending that contracts be awarded to one or more vendors who presented proposals, WCPSS may, at its sole discretion, reject the proposals and repeat the process, enter into direct contract negotiations with one or more vendors (possibly including vendors who have not previously submitted proposals) or take any other action WCPSS deems advisable under all circumstances.

WCPSS is expected to make any final selection(s) based upon any factors or considerations WCPSS deems relevant. Factors often considered include qualifications, relevant experience, fee, and ability to perform work in a timely manner. WCPSS retains sole discretion to award the contract to the vendor(s) it believes will best serve the interests of WCPSS and may consider any factors, documents, or information it deems relevant in making that determination. WCPSS shall not have any obligation to explain its decision to select or not select any individual vendors or to invite or exclude any individual vendors from consideration at any stage of the process. The decision of WCPSS to accept or reject any proposals and to award contract(s) to any one or more vendor(s) shall be final and not subject to further review.

Vendors are subject to *immediate disqualification* at any stage of the selection process for any of the following:

- The submission of false or misleading information in the vendor's proposal.
- Any efforts to dissuade or discourage other vendors from submitting proposals.
- Any efforts to influence, dictate, or change the terms of another vendor's proposal.
- Any form of bid collusion or bid rigging.

METHOD OF AWARD

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation which is best for WCPSS. Vendors SHALL not be considered who are not approved or authorized by The State of North Carolina to do business with The State of North Carolina. WCPSS reserves the right to waive any minor informality or technicality in proposals received. Contract will be for an initial duration of twelve months, with an option to renew for up to four additional one-year terms, provided the vendor continues to offer qualified contract resources at competitive rates.

IMPORTANT: CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors, and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS regarding this solicitation. All communication should be directed in written form to the WCPSS contact indicated on pages 1, 2, and 3.

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PROJECT OBJECTIVES

BACKGROUND

For informational purposes, WCPSS is the nation's 15th largest school district and the largest in North Carolina. With 121 elementary schools, 41 middle schools, 36 high schools, and 5 special schools, we serve over 161,000 students and have over 20,000 staff in the district. The district has multiple school calendars, and our school year begins the first week of July and ends June 30. A list of schools and locations can be found [here](#). A list of future schools and locations can be found [here](#).

SCOPE OF WORK

The Wake County Public School System (WCPSS) is seeking to procure and implement Lightspeed Systems to strengthen its web filtering, reporting, and classroom management capabilities. This strategic initiative is designed to promote a safe, compliant, and effective digital learning environment for both students and staff. In addition, it will enhance visibility into device usage, support data-informed decision-making, and improve instructional oversight across the district.

IN SCOPE

The following activities are in scope for the deployment and configuration of the Lightspeed filtering solution across the Wake County Public School System (WCPSS):

1. **Deployment of Filtering Solution:** Implement the Lightspeed filtering platform across all WCPSS-managed devices, ensuring comprehensive web filtering and policy enforcement.
2. **Support for Unmanaged and Untrusted Devices:** Develop and deploy filtering policies for unmanaged or untrusted devices, including:
 - Bring Your Own Device (BYOD)
 - Operational Technology (OT) devices
 - Guest network connected devices
3. **DNS Configuration:** Configure internal and external DNS settings to support the filtering solution rollout and ensure proper traffic routing and policy enforcement.
4. **System Integration:** Integrate Lightspeed with existing identity and rostering systems, including but not limited to:
 - Rapid Identity
 - ClassLink
 - Microsoft Entra ID
5. **Policy Configuration:** Define and implement differentiated access policies based on user roles and grade levels, including:
 - Staff
 - Students (preschool, elementary, middle, high school, and early college)
6. **Lightspeed Insight Implementation (if included):** Deploy and configure Lightspeed Insight to deliver comprehensive analytics and reporting on device usage, web activity, and policy compliance across the district.
7. **Lightspeed Classroom Management Implementation (if included):** Deploy and configure Lightspeed Classroom Management tools. The implementation should

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include integration with district learning platforms and device management systems to ensure seamless user access and classroom synchronization. The solution should enable teachers to monitor screens, guide learning activities, manage digital behavior, and promote focused engagement in both in-person and remote learning environments.

- 8. Post-Migration Support:** Provide one year of technical support, maintenance, and consultation services (at no additional cost) following the initial deployment to ensure continued performance and policy alignment.

The following items shall not be provided as part of the filtering solution implementation:

- 1. Network Infrastructure Procurement and Configuration:** The project does not include the purchase, installation, or configuration of new network infrastructure hardware such as switches, routers, firewalls, or wireless access points.
- 2. School-Level Training:** Training services will be limited to district-level staff. Direct training sessions for individual schools, classrooms, or site-based personnel are not included.
- 3. Unapproved Third-Party Integrations:** Integration support for third-party systems or platforms not explicitly approved or requested by WCPSS is excluded from this scope.

MIGRATION APPROACH

The selected vendor will work collaboratively with WCPSS technical teams to design and execute a phased migration strategy for the deployment of the Lightspeed filtering solution. The approach will include the following stages:

1. Discovery and Planning

- Conduct a comprehensive review of the current filtering environment, including existing policies, filtering philosophy, and integration of points with identity and rostering systems.
- Identify technical requirements and constraints to inform the migration roadmap.

2. Full Deployment

- Execute a district-wide rollout across all schools and WCPSS-managed devices in a coordinated manner to minimize disruption to instruction.
- Account for the unique scheduling needs of year-round elementary and middle schools during deployment planning.

3. Validation and Optimization

- Monitor system performance and policy effectiveness of post-deployment.
- Refine configurations and access controls based on usage data and stakeholder feedback.

4. Knowledge Transfer

- Provide comprehensive documentation (which will be the property of WCPSS) and conduct training sessions for district-level staff to support ongoing administration and policy management (a hybrid delivery model is acceptable).
- Ensure WCPSS teams are equipped to maintain and evolve the solution independently.

DELIVERABLES

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1. **Project Plan Review and Consultation:** Collaborate with WCPSS to evaluate and refine the project plan, including timeline, key milestones, and clearly defined roles and responsibilities.
2. **Solution Implementation and Configuration:** Deploy and configure the Lightspeed filtering solution(s) based on the selected deployment scenario, including support for managed and unmanaged devices.
3. **System Documentation:** Provide comprehensive documentation covering:
 - o Configuration settings
 - o Policy definitions
 - o Integration details with identity and rostering systems
4. **Training Materials and Sessions:** Develop and deliver training resources tailored to and for district technical teams. These materials will belong to WCPSS to be used as long as necessary.
5. **Post-Implementation Support:** Provide one year of technical support, maintenance, and consultation services (at no additional cost) following the initial deployment to ensure continued performance and policy alignment.
6. **Transition Documentation:** Deliver final transition documentation to support ongoing administration by WCPSS staff, including system architecture overview, escalation procedures, and update protocols.
7. **Policy Configuration by Role and Grade Level:** Implement differentiated access policies for staff and students, including grade-level distinctions and early college configurations.
8. **Optional Module Deployment (if selected)**
 - o **Lightspeed Insight:** Configure and activate usage analytics and reporting tools.
 - o **Lightspeed Classroom Management:** Deploy teacher monitoring and classroom control features.

RISK & MITIGATION

Risk	Mitigation
Integration challenges with existing systems (e.g., identity, rostering)	Conduct early discovery and planning; validate integration points during pilot phase.
Policy misalignment across grade levels or roles.	Collaborate with district stakeholders to define role-based and grade-level policies prior to deployment
Limited visibility into post-deployment performance.	Schedule quarterly performance reviews; implement analytics tools (e.g., Lightspeed Insight) for monitoring
Inadequate documentation for long-term administration.	Deliver detailed configuration and transition documentation; ensure access to vendor support resources.

ADDITIONAL REQUIREMENTS

INTEGRATION REQUIREMENTS

To ensure seamless operation and alignment with existing district systems, the filtering solution must support the following integration capabilities:

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1. **Single Sign-On (SSO) Integration:** Enable SSO functionality with existing identity providers to streamline user authentication and access management across platforms.
2. **Directory Synchronization:** Support automated synchronization with WCPSS' directory services, including:
 - o Google Workspace for Education
 - o Microsoft Active Directory
3. **API-Based Data Access:** Provide secure, standard-based API access to filtering and usage data to support custom reporting, analytics, and integration with district dashboards or data systems.

SUPPORT REQUIREMENTS

The selected vendor will provide comprehensive support services to ensure the successful operation and sustainability of the Lightspeed filtering solution. The following components outline the support deliverables for WCPSS:

SUPPORT COMPONENT	DESCRIPTION
1-Year Support Agreement	<ul style="list-style-type: none"> • Begins on the official go-live date. • Includes access to vendor help desk for technical assistance. • Priority response and defined escalation pathways for critical issues.
Quarterly Performance Review Meetings	<ul style="list-style-type: none"> • Conduct quarterly meetings with WCPSS technical leadership. • Review system performance, usage analytics, policy effectiveness, and unresolved support items.
Access to Documentation & Online Resources	<ul style="list-style-type: none"> • Provide ongoing access to updated documentation, knowledge base articles, and self-service tools via the vendor's support portal.
Service Level Agreement (SLA)	<ul style="list-style-type: none"> • Formal SLA outlining: <ul style="list-style-type: none"> o Response times by issue severity o Resolution timeframes o Communication protocols for incident updates and closure.

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Technology Specifications

All vendors must complete the WCPSS Technical Questionnaire and sign the WCPSS Data Confidentiality Security agreement as presented, without any alterations, redlines, or modifications before being considered for an award through this RFP.

Please indicate how your proposal will address the following specifications in each area. In terms of rostering and user authentication, our acceptable methods are listed below. Bids must identify which methods are available.

User Account Provisioning

The system must allow for the use of the state's unique student ID number to identify students as a master key with their email address being the login ID.

Users must have individual and unique login credentials. *System must support the same email prefix assigned to both a staff user and to a student user. (e.g., jsmith@wcpss.net and jsmith@students.wcpss.net as 2 different people)*

Accepted	SCIM 2.0
Accepted	Entra Identity
Accepted	Rapid Identity
Accepted	Clever
Accepted	Google Workspace
Accepted	Just-in-time provisioning via Google, EntraID, or Clever
Accepted	SFTP (Secure File Transfer Protocol) using public/private keys in lieu of static passwords

Class Rostering

Accepted	Rapid Identity Studio (OneRoster API)
Accepted	Clever
Accepted	IMS Global Learning Tool Interoperability (LTI) 1.3 or greater
Accepted	SFTP (Secure File Transfer Protocol) using public/private keys in lieu of static passwords

User Authentication

User sessions must time out (i.e., require logging in again) after a specified length of inactivity (Typically 30 minutes).

The system must store any local authentication credentials in a salted, encrypted format.

Accepted	Security Assertion Markup Language (SAML) 2.0 as a Service Provider (SP)
Accepted	OIDC via Google or Entra Identity

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Accepted	Sign in with Clever
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Accessibility

Must comply with the Americans with Disabilities Act (ADA) section 508 compliance found at: <http://www.dol.gov/dol/topic/disability/ada.htm>

User Roles

At a minimum, software must provide the user roles listed below (or equivalent). The ability to create custom user roles is preferred.

Super Administrator	Full administrative control over all settings to include data integration settings, manage user roles/permissions,etc.
District Administrator	Able to view all users and all data, system-wide reporting, but CANNOT access/change any technical settings.
School/Department Administrator	Able to view all users and user data within a specific school or department.
Teacher/Staff	Able to view all students and associated data for students in their class or staff in their department.
Student/standard user	Able to view their content only.

Reporting

Where applicable, the system must allow for reporting of student progress at various levels (i.e... classroom teachers can run class level reports, principal or district admin can run school level or district level reports).

Data Portability

The system shall allow for the export of data to be used with other data systems such as Student Information Systems (SIS), Instructional Management Systems (IMS), and Learning Management Systems (LMS) (or in case of staff systems, Oracle, or other data systems). Data will be provided in a spreadsheet or database format. Describe how the solution provides for the export or transfer of data, including all formats and methods supported.

Data Retention and Deletion

- User data will be deleted no longer than six months after a user has been removed from the provisioning view.
- While under contract, the system must maintain student data records for a minimum of five (5) years and make these records available to the district.

Browsers

Must provide support for the most recently released versions of Google Chrome Browser.

Additional Software

If the solution requires the use of additional software components, such as plugins or proprietary packages, please provide details. List if they are required, or if this would give an enhanced experience.

- Software install (Is this required, optional for enhanced experience, or not needed?)
- Browser plugin required

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- Browser extension required
- Application required

Supported Devices

List any limitations

- Windows 11
- Apple MacOS
- Chromebook (the three most recent versions of ChromeOS)
- iPhone
- iPad

Customer Support

- Customer support must be available to district and school administrative users by phone and email during regular business hours (M-F, 8-5 Eastern Standard Time).
- Identify any additional support avenues that may be available such as online chat.

Technical Support

Technical support, licensing fees, upgrades, and patches must be included in the annual solution fee.

Server Uptime

Describe your uptime Service Level Agreement. The system is expected to be utilized 24 hours a day.

References

Provide three reference accounts where:

- Solution is deployed in a production environment
- For a duration of one (1) year
- For at least 40,000 students

PRICING

This RFP is brand specific. Please price as follows:

Option #1 – Lightspeed Filter Only	\$ 341,891.55
Option #2 – Lightspeed Filter + Lightspeed Insight	\$ 341,891.55
Option #3 – Lightspeed Filter + Lightspeed Insight + Lightspeed Classroom Management	\$ 519,017.50

Services must be implemented by April 1, 2026.

BRAND SPECIFIC

Whenever a material, article, or piece of equipment is identified in the specification(s) by reference to a manufacturer, trade name, or similar identifier, it is intended to establish a standard for determining substantial conformity during evaluation, unless otherwise specifically stated (no substitute items will be allowed). A brand specific justification for consistency and compatibility is on file.

DEADLINE FOR PROPOSAL SUBMITTAL

Proposals are due no later than **January 6, 2026, at 2:00 pm ET**. WCPSS reserves the right to reject any proposals that are not submitted by the deadline in its sole discretion. Questions regarding the RFP shall be answered per aforementioned instructions.

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REQUIRED SUBMITTALS

The VENDOR is provided this list of required submittals as a courtesy. If your submittal does not include the required documentation or signature, it may be deemed non-responsive or responsible.

Included in Proposal Submittal VERIFY AND INITIAL	Section
MK	Signed Proposal (Page 2)
MK	Company Profile (Attachment A)
MK	Form W-9 – Request for Taxpayer Identification Number and Certification
MK	HUB Form (Attachment C)
MK	Reference Information (Pages 12-13)
MK	Vendor has read and attests that they maintain current insurance coverage as it is applicable to this request (Exhibit B)

LATE OR INCOMPLETE SUBMISSIONS WILL NOT BE CONSIDERED

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date bids are opened through the date the contract is awarded—each Vendor submitting a bid (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside of WCPSS, other government agency office, WCPSS body or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the contents of another Vendor’s bid, another Vendor’s qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of bids and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in WCPSS’ discretion that the communication was harmless, that it was made without intent to influence and that the best interest of WCPSS would not be served by the disqualification. A Vendor’s bid may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Please contact bids-mcalvert@wcpss.net .

VENDORS ARE CAUTIONED THAT ALL RESPONSES MUST BE ORGANIZED, IDENTIFIABLE AND READILY ACCESSIBLE. A TEMPLATE IS PROVIDED FOR USE BUT ANY ADDITIONAL INFORMATION SHOULD REFLECT IDENTIFIABLE LANGUAGE AND BE ACCESSIBLE AND ORGANIZED.

VENDOR REFERENCES

Post-Implementation Support: The vendor must provide one (1) year of comprehensive support following the go-live date. This support must include:

- o Technical assistance and troubleshooting
- o Policy tuning and optimization
- o Regular platform updates and maintenance

1. Data Privacy and Security Compliance: The vendor must ensure full compliance with all applicable data privacy and security regulations, including:

- o FERPA (Family Educational Rights and Privacy Act)
- o COPPA (Children’s Online Privacy Protection Act)

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- o All relevant **WCPSS data governance and privacy policies**

2. Service Level Expectations: The vendor must adhere to the following service level expectations:

- o **Response Time:** Initial response to support requests within 4 business Hours for high-priority issues; within 1 business day for standard requests.
- o **Resolution Time:** Resolution or workaround for critical issues within 24 hours; standard issues resolved within 3–5 business days.
- o **Availability:** Support services must be available during standard WCPSS business hours, with emergency support available for critical outages.
- o **Escalation Procedures:** Clearly defined escalation paths for unresolved issues, including access to senior technical resources.
- o **Reporting:** Monthly support activity reports summarizing issues, resolutions, and system performance metrics.

Vendors shall provide at least three references for similar size and scope projects, for which comparable services and supplies have been, and continue to be, provided. WCPSS may not be used as one of the references.

Name of Organization	Palm Beach School District	Contact Person Name	Ray Usler
Annual Contract Value		Contact Person Title	Director of IT
Contract Start Date	Sept. 2019 (filter) Mar. 2023 (insight)	Contact Person Telephone Number	561-662-3228
Contract End Date	Ongoing	Contact Person Email Address	raymond.usler@palmb-eachschooels.org

Name of Organization	Loudoun County Public School District	Contact Person Name	Kevin Brooks
Annual Contract Value		Contact Person Title	Supervisor, IT
Contract Start Date	June 2015 (Filter) Sep 2023 (classroom) July 2025 (insight)	Contact Person Telephone Number	571-252-1834
Contract End Date	Ongoing	Contact Person Email Address	Kevin.brooks@lps.org

Name of Organization	Fairfax County Public Schools	Contact Person Name	Alison Costanza
Annual Contract Value		Contact Person Title	IT Functional Applications Specialist
Contract Start Date	May 2018 (Filter) Sep 2023 (classroom) Aug 2023 (insight)	Contact Person Telephone Number	571-423-1140
Contract End Date	Ongoing	Contact Person Email Address	amcostanza@fcps.edu

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TERMS AND CONDITIONS

1. **READ, REVIEW AND COMPLY:** It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.
2. **NOTICE TO BIDDERS:** All bids are subject to the provisions of special terms and conditions specific to this Invitation for Bids, the specifications. Wake County Public School System (WCPSS) objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any language appearing in or attached to the document as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.**
By execution and delivery of this document, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect.
3. **DEFINITIONS:**
 - **BIDDER:** Company, firm, corporation, partnership, individual, etc., submitting a response to an Invitation for Bids.
 - **TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities only.
 - **OPEN MARKET CONTRACT:** A contract for the purchase of a commodity not covered by a term contract.
4. **EXECUTION:** Failure to sign under EXECUTION section will render bid invalid.
5. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this bid, the order of precedence shall be (1) special terms and conditions specific to this bid, (2) specifications, and (3) Instructions to Bidders.
6. **TIME FOR CONSIDERATION:** Unless otherwise indicated on the first page of this document, bidder's offer shall be valid for 45 days from the date of bid opening. Preference may be given to bids allowing not less than 45 days for consideration and acceptance.
7. **SPECIFICATIONS:** Any deviation from specifications indicated herein must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and bidder will be held responsible, therefore. Deviations shall be explained in detail. **The bidder shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable.**
8. **INFORMATION AND DESCRIPTIVE LITERATURE:** Bidder is to furnish all information requested and, in the spaces, provided in this document. Further, if required elsewhere in this bid, each bidder must submit with their bid sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection.
9. **RECYCLING AND SOURCE REDUCTION:** It is the policy of WCPSS to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective.
We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will protect the commodity and contain it for its intended use.
Companies are strongly urged to bring to the attention of WCPSS which issued the solicitation document, those products or packaging they offer which have recycled content and that are recyclable.
10. **CLARIFICATIONS/INTERPRETATIONS:** Any and all questions regarding this document must be addressed to the purchaser named on the cover sheet of this document. Do not contact the school or department directly. Any and all revisions to this document shall be made only by written addendum from WCPSS Purchasing Department. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.
11. **ACCEPTANCE AND REJECTION:** WCPSS reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
12. **REFERENCES:** WCPSS reserves the right to require a list of users of the exact item offered. WCPSS may contact these users to determine acceptability of the bid. Such information may be considered in the evaluation of the bid.
13. **AWARD OF CONTRACT:** As directed by statute, qualified bids will be evaluated and acceptance may be made of the lowest and best bid most advantageous to WCPSS as determined upon consideration of such factors as: prices offered; the quality of the articles offered; the general reputation and performance capabilities of the bidders; the substantial conformity with the specifications and other conditions set forth in the bid; the suitability of the articles for the intended use; the related services needed; the date or dates of delivery and performance; and such other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question. Unless otherwise specified by WCPSS or the bidder, WCPSS reserves the right to accept any item or group of items on a multi-item bid. WCPSS also reserves the right to reject any and all bids. In addition, on TERM CONTRACTS, WCPSS reserves the right to make partial, progressive, or multiple awards: where it is advantageous to award

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separately by items; or where more than one supplier is needed to provide the contemplated requirements as to quantity, quality, delivery, service, geographical areas; other factors deemed by WCPSS to be pertinent or peculiar to the purchase in question.

14. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
15. **CONFIDENTIAL INFORMATION:** As provided by statute and rule, WCPSS will consider keeping trade secrets which the bidder does not wish disclosed confidential. Each page shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the bidder. Cost information shall not be deemed confidential. In spite of what is labeled as a trade secret, the determination whether it is or not will be determined by North Carolina law.
16. **SAMPLES:** Sample of items, when required, must be furnished as stipulated herein, free of expense, and if not destroyed will, upon request be returned at the bidder's expense. Request for the return of samples must be made within 10 days following date of bid opening. Otherwise, the samples will become WCPSS property. Each individual sample must be labeled with the bidder's name, bid number, and item number. A sample on which an award is made, will be retained until the contract is completed, and then returned, if requested, as specified above.
17. **AWARD PROCEDURES:** Contract award notice shall be posted on WCPSS website. Contract award notices are sent **only** to those actually awarded contracts, and not to every person or firm responding to this solicitation.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference law to discourage other states from applying in-state preferences against North Carolina's resident bidders. The "Principal Place of Business" is defined as the principal place from which the trade or business of the bidder is directed or managed.
19. **DEFAULT AND PERFORMANCE BOND:** In case of default by the contractor, WCPSS may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby. WCPSS reserves the right to require performance bond or other acceptable alternative guarantees from successful bidder without expense to WCPSS.
20. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship, or performance of the items offered prior to their delivery, it shall be the responsibility of the contractor to notify in writing WCPSS, indicating the specific regulation which required such alterations. WCPSS reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the contract.
21. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
G.S. 143-59.1 bars the WCPSS from entering into contracts with vendors if the vendor or its affiliates meet one of the conditions of G. S. 105-164.8(b) and refuse to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the vendor certifies that it and all of its affiliates (if it has affiliates) collect(s) the appropriate taxes.
22. **SITUS:** The place of this contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.
23. **GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina.
24. **INSPECTION AT CONTRACTOR'S SITE:** WCPSS reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective contractor prior to contract award, and during the contract term as necessary for WCPSS determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the contract.
25. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. Payment may be made by procurement card, and it shall be accepted by the contractor for payment if the contractor accepts that card (Visa, MasterCard, etc.) from other customers.
26. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage, or shipment.
27. **STANDARDS:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

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28. **PATENT:** The contractor shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including costs and expenses, on account of any confidential information, copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this contract, including use by WCPSS or disclosure of any information pursuant to the NC Public Records Act.
29. **ASSIGNMENT:** No assignment of the contractor's obligations nor the contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the purchasing department and solely as a convenience to the contractor, WCPSS may:
- Forward the contractor's payment check directly to any person or entity designated by the contractor, and
 - Include any person or entity designated by contractor as a joint payee on the contractor's payment check.
- In no event shall such approval and action obligate WCPSS to anyone other than the contractor and the contractor shall remain responsible for fulfillment of all contract obligations.
30. **INSURANCE:**
- Certificates of Insurance** acceptable to WCPSS shall be filed with WCPSS prior to commencement of the Work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days' prior written notice has been given to WCPSS, and that the Wake County Board of Education is listed as additional insured on general liability and automobile liability. **Provider agrees to maintain the appropriate insurance outlined in Exhibit B.** Other types of appropriate insurance may be required depending upon scope of services provided. Examples are aviation liability, pollution liability, crime, employee dishonesty/directors, and officers.
- The successful vendor agrees to hold harmless and indemnify the Wake County Board of Education (WCBOE) for any liability that may arise from the negligent or illegal acts of the vendor's employees or agents.
31. **GENERAL INDEMNITY:** The provider shall hold and save WCPSS, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses, accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the provider in the performance of this contract and that are attributable to the negligence or intentionally tortious acts of the provider. The provider represents and warrants that it shall make no claim of any kind or nature against WCPSS agents who are involved in the delivery or processing of contractor goods to WCPSS. The representation and warranty in the preceding sentence shall survive the termination or expiration of this contract.
32. **CANCELLATION (TERM CONTRACTS ONLY):** All contract obligations shall prevail for at least 180 days after the effective date of the contract. After that period, in addition to the provisions of the paragraph entitled Price Adjustments, for the protection of both parties, this contract may be canceled in whole or in part by either party by giving 30 days prior notice in writing to the other party.
33. **QUANTITIES (TERM CONTRACTS ONLY):** The award of a term contract neither implies nor guarantees any minimum or maximum purchases there under.
34. **PRICE ADJUSTMENTS (TERM CONTRACTS ONLY):** Any price changes, downward or upward, which might be permitted during the contract period must be general, either by reason of market change or on the part of the contractor to other customers.
- Notification:** Must be given to WCPSS, in writing, concerning any proposed price adjustments. Such notification shall be accompanied by copy of manufacturer's official notice or other acceptable evidence that the change is general in nature.
 - Decreases:** WCPSS shall receive full proportionate benefit immediately at any time during the contract period. **Increases:** All prices shall be firm against any increase for 180 days from the effective date of the contract. After this period, a request for increase may be submitted with WCPSS reserving the right to accept or reject the increase or cancel the contract. Such action by WCPSS shall occur not later than 15 days after the receipt by WCPSS of a properly documented request for price increase. Any increases accepted shall become effective not later than 30 days after the expiration of the original 15 days reserved to evaluate the request for increase.
35. **Invoices:** It is understood and agreed that orders will be shipped at the established contract prices in effect on dates orders are placed. Invoicing at variance with this provision will subject the contract to cancellation. Applicable North Carolina sales tax shall be invoiced as a separate item.
36. **LUNSFORD ACT/CRIMINAL BACKGROUND CHECKS:** The Provider shall conduct at its own expense sexual offender registry checks on each of its employees, agents, ownership personnel, or contractors ("contractual personnel") who will engage in any service on or delivery of goods to school system property or at a school-system sponsored event. The checks shall include at a minimum check of the State Sex Offender and Public Protection Registration Program, the State Sexually Violent Predator Registration Program, and the National Sex Offender Registry ("the Registries"). For the Provider's convenience only, all of the required registry checks may be completed at no cost by accessing the North Carolina Sex Offender Registry website at <http://sexoffender.ncdoj.gov/>. The Provider shall provide certification on Sexual Offender Registry Check Certification Form that the registry checks were conducted on each of its contractual personnel providing services or delivering goods under this Agreement prior to the commencement of such services or the delivery of such goods. The Provider shall conduct a current initial check of the registries (a check done more than 30 days prior to the date of this Agreement shall not satisfy this contractual obligation). In addition, Provider agrees to conduct the registry checks and provide a supplemental certification form before any additional contractual personnel are used to deliver goods or provide services pursuant to this Agreement. Provider further agrees to conduct annual registry checks of all contractual personnel and provide annual certifications at each anniversary date of this Agreement. Provider shall not assign any

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individual to deliver goods or provide services pursuant to this Agreement if said individual appears on any of the listed registries. Provider agrees that it will maintain all records and documents necessary to demonstrate that it has conducted a thorough check of the registries as to each contractual personnel and agrees to provide such records and documents to the school system upon request. Provider specifically acknowledges that the school system retains the right to audit these records to ensure compliance with this section at any time in the school system's sole discretion. Failure to comply with the terms of this provision shall be grounds for immediate termination of the Agreement. In addition, the school system may conduct additional criminal records checks at Provider's expense. If the school system exercises this right to conduct additional criminal records checks, Provider agrees to provide within seven (7) days of request the full name, date of birth, state of residency for the past ten years, and any additional information requested by the school system for all contractual personnel who may deliver goods or perform services under this Agreement. Provider further agrees that it has an ongoing obligation to provide the school system with the name of any new contractual personnel who may deliver goods or provide services under the Agreement. WCPSS reserves the right to prohibit any contractual personnel of Provider from delivering goods or providing services under this Agreement if WCPSS determines, in its sole discretion, that such contractual personnel may pose a threat to the safety or well-being of students, school personnel or others.

37. **ACCESS TO PERSONS AND RECORDS:** The State Auditor and the WCPSS internal auditors shall have access to persons and records as a result of all contracts or grants entered into by WCPSS in accordance with General Statute 147-64.7 and Session Law 2010-194, Section 21 (i.e., the State Auditors and WCPSS may audit the records of the contractor during the term of the contract to verify accounts and data affecting fees or performance).
38. **COMPLIANCE WITH E-VERIFY:** Provider shall comply with all applicable laws and regulations in providing services under this Contract. In particular, Provider shall not employ any individuals to provide services to the School System who are not authorized by federal law to work in the United States. Provider represents and warrants that it is aware of and in compliance with the Immigration Reform and Control Act and North Carolina law (Article 2 of Chapter 64 of the North Carolina General Statutes) requiring use of the E-Verify system for employers who employ twenty-five (25) or more employees and that it is and will remain in compliance with these laws at all times while providing services pursuant to this Contract. Provider shall also ensure that any of its subcontractors (of any tier) will remain in compliance with these laws at all times while providing subcontracted services in connection with this Contract.
39. **COMPLIANCE WITH AFFORDABLE CARE ACT:** Provider is responsible for providing affordable health care coverage to all of its full-time employees providing services to the School System. The definitions of "affordable coverage" and "full-time employee" are governed by the Affordable Care Act and accompanying IRS and Treasury Department regulations.
40. **RESTRICTED COMPANIES LIST:** Bidder represents that as of the date of this bid, Bidder is not included on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.58. Bidder also represents that as of the date of this bid, Bidder is not included on the list of restricted companies determined to be engaged in a boycott of Israel created by the North Carolina State Treasurer pursuant to N.C. Gen. Stat. § 147-86.81.
41. **BUSINESS AUTHORIZATION:** Bidder is duly qualified to do business in North Carolina. If Bidder is a business entity that is not registered in North Carolina, prior to providing any products or beginning any services described by this bid, Bidder shall either (i) obtain a certificate of authority from the Secretary of State for North Carolina, pursuant to N. C. Gen. Stat. § 55-15-03, or (ii) provide a letter from an attorney indicating that the attorney has reviewed N. C. Gen. Stat. § 55-15-01 and determined that Bidder is not required to obtain a certificate of authority pursuant to N. C. Gen. Stat. § 55-15-01(b).

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ETHICS AND THE PURCHASING FUNCTION Policy Code: 6401/9100

The Wake County Board of Education is committed to conducting the purchasing function in an ethical manner and in compliance with state and federal laws and regulations. The Board expects all employees who are directly or indirectly involved in any aspect of the purchasing function to be aware of and comply with all current state and federal laws and regulations as these standards apply to the school system's purchasing activities. The Board's purchasing goals and principles will not be compromised by individuals motivated by personal gain.

Employees directly or indirectly involved in any aspect of the school system's procurement, purchasing, and/or contracting process for apparatus, materials, equipment, supplies, services, real property, or construction or repair projects, regardless of source of funds, must adhere to the following standards of conduct and those established in any policies regarding employee conflict of interest and 8305: Federal Grant Administration.

1. Employees are expected to make all purchasing-related decisions in a neutral and objective way based on what is in the best interest of the school system and not in consideration of actual or potential personal benefit.
2. Employees shall not participate, directly or indirectly, in making or administering any contract from which they will obtain a direct benefit, unless an exception is allowed pursuant to law.

An employee obtains a direct benefit when the employee or his or her spouse will receive income, commission, or property under the contract, or the employee or spouse has more than a 10 percent interest in an entity that is a party to the contract. See G.S. 14-234 and any policies regarding employee conflict of interest.

Participation in making or administering a contract includes, but is not limited to, participating in the development of specifications or contract terms; obtaining or reviewing bids; preparation or award of the contract; and having the authority to make decisions about, interpret, or oversee the contract.

3. Employees shall not participate, directly or indirectly, in the selection, award, or administration of a contract supported in whole or part by a federal grant or award if the employee has a real or apparent conflict of interest. See 2 C.F.R. 200.318 and policy 8305: Federal Grant Administration.

A real or apparent conflict exists when the employee, his or her immediate family member or partner, or an organization which employs or is about to employ any of those individuals, has a financial or other interest in or receives a tangible personal benefit from a firm considered for a contract. For purposes of this subsection, a "financial interest" means a financial interest which comprises more than five percent of the equity of the firm or business or more than five percent of the assets of the economic interest in indebtedness. It does not include an ownership interest held through a fiduciary, such as *Policy Code: 6401/9100* a mutual fund or blind trust, where the individual or individual's employer has no control over the selection of holdings.

4. Employees shall not influence or attempt to influence any person involved in making or administering a contract from which the employee will obtain a direct benefit as described in paragraph 2, above.
5. Employees shall not solicit or receive any gift, favor, reward, service, or promise of reward, including a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a contract by the school system.
6. Employees shall notify the superintendent or designee in writing if they have an actual or potential conflict of interest under this policy or applicable state or federal law that would disqualify them from performing any aspect of their job responsibilities.
7. Employees shall not solicit or accept trips, meals, gratuities, gifts, favors, or anything of monetary value from current or recent (within the past year) contractors, subcontractors, or suppliers, or any persons or entities that foreseeably may bid on a contract in the future, unless the item is an unsolicited gift of nominal value (\$50 or less), and is one of the following: an advertising item or souvenir that is widely distributed; an honorarium for participating in a meeting; a meal provided at a banquet; or other item that is clearly permitted by state and federal law. Multiple permitted items from a single contractor may not exceed an aggregate value of \$100 in a twelve-month period.
Employees shall inform existing and potential contractors, subcontractors, and suppliers about these restrictions.
8. Employees shall not solicit or accept any gift from a current or potential provider of E-rate services or products in violation of applicable federal E-rate program gifting rules.
9. Employees shall not divulge confidential information to any unauthorized person. Confidential information includes but is not limited to (1) the school system's cost estimate for any public contract, prior to bidding or completion of other competitive purchasing processes; and (2) the identity of contractors who have obtained proposals for bid purposes for a public contract, until the bids are opened in public and recorded in the Board minutes.

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10. An employee shall not misuse information in violation of G.S. 14-234.1. Specifically, an employee shall not, in contemplation of the employee's own official action or that of the Board or others acting on behalf of the school system, or in reliance on information known to the employee in his or her official capacity and not made public, to: a. acquire a financial interest in any property, transaction, or enterprise; b. gain a financial benefit that may be affected by the information or contemplated action; or c. intentionally aid another to acquire a financial interest or gain a financial benefit from the information or contemplated action.

The superintendent or designee shall ensure that all affected personnel are aware of Board policy requirements and applicable laws. Any individual aware of any violation of this policy, policy 2121: Board Member Conflict of Interest, any policies regarding employee conflict of interest, the conflict-of-interest provisions of policy 8305: Federal Grant Administration, or applicable conflict of interest laws shall report such violation in accordance with policy 1760/7280: Prohibition Against Retaliation. Employees who violate this policy, policy 2121, any policies regarding employee conflict of interest, or the conflict-of-interest provisions of policy 8305, will be subject to disciplinary action.

Legal References: 2 C.F.R. 200.318(c); 47 C.F.R. 54.503; FCC Sixth Report and Order 10-175; G.S. 14-234, -234.1; 133-32, -33; Attorney General Opinion requested by L.W. Lamar regarding G.S. 133-32, the Applicability to Attorneys and Law Firms Providing Professional Services to Local Boards of Education, dated May 13, 1993.

Adopted: April 5, 2022

Gift Prohibition. Provider acknowledges that it is subject to N.C.G.S. §§ 14-234 and 133-32, which prohibit contractors from providing items of value to school system officials and employees under various circumstances. N.C.G.S. § 14-234, in pertinent part, prohibits contractors from providing to specific school system officers/employees a gift, favor, reward, service, or promise of reward in exchange for recommending influencing or attempting to influence the award of a contract. N.C.G.S. § 133-32, in pertinent part, bars provision of gifts or favors to specific school system officers/employees by a contractor who has a contract, has performed under a contract in the last year, or anticipates bidding on a contract in the future. Provider covenants that no director, employee or agent of Provider, or any other person connected with Provider, has made, offered or given, either directly or indirectly, to any School System Board member, employee, or agent, or to any person connected with the School System, any gift, favor, or item of value in violation of either N.C.G.S. §§ 14-234 or 133-32. Provider agrees that a breach of this provision as identified by the school system may result in the School System's termination of this Contract without liability and/or at the School System's discretion, the recovery of any and all funds paid to Provider pursuant to this Contract. Provider further agrees that to the extent there exists any doubt as to whether its actions have violated, or could violate, this provision, Provider will promptly notify the school system so it can make a determination as to the propriety of the Provider's past or proposed future conduct.

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ATTACHMENT: A

VENDOR INFORMATION SHEET

Company Name (include dba): Howard Industries, Inc. dba/ Howard Technology Solutions
 Phone number: 601-425-3181 Fax: 601-399-5077 E-mail: bids@howardcomputers.com
 Contact: Brandey Boyd
 Corporate Office Address: 36 Howard Dr Ellisville, MS 39437

Wake County Office Address (if different from Corporate): N/A

Web Address: howardcomputers.com

Length of time in business: 58 years Number of permanent employees: 458 ← HIS only

DOT#: 1667170 (if applicable) MC License#: 505696 (if applicable)
1303562

Insurance Contact: Marie Angelle Phone: 337-704-0616

The Wake County Public School System reserves the right to reject or disqualify any and all vendors, waive informalities and irregularities in the bid process, and to accept vendors, which are considered to be in the best interest of the School System.

S:\Purchasing\All Access\Vendor Information Form - WCPSS.docx

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ATTACHMENT: C

MINORITY, WOMEN, SMALL BUSINESS ENTERPRISE INFORMATION

Pursuant to WCPSS Board of Education policy and NC General Statutes, WCPSS invites and encourages participation in this procurement process by businesses owned by minorities, women, small business enterprise, disabled business enterprises, and non-profit work centers for the blind and severely disabled.

Parties are required to complete the following information when submitting their response to this request:

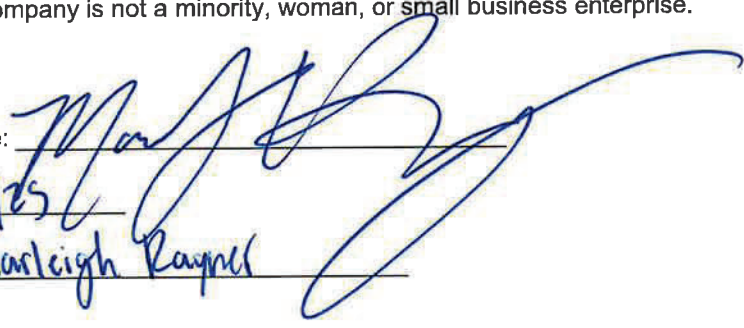
Check all that apply:

- Minority Owned Business
- Woman Owned Business
- Small Business Enterprise

___ Yes, I certify that my company has been certified by the North Carolina Department of Administration (HUB Office) as a Historically Underutilized Business.

___ No, my company has not yet received HUB or MWBE certification but meets the above criteria.

 X No, my company is not a minority, woman, or small business enterprise.

Vendor Signature: 

Date: 12/29/25

Print Name: Marleigh Rayner

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

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LIGHTSPEED SYSTEMS RESPONSE



WAKE COUNTY PUBLIC SCHOOL SYSTEM

**Wake County School System
RFP #251-26-247**



Lightspeed Systems®

Safety, security, and equity. *At the speed of light.*

Technology Specifications

Lightspeed Systems completed the WCPSS Technical Questionnaire during the launch of a no-cost Proof of Concept in Spring of 2025. Specific Technology Specification responses as laid out in RFP #251-26-247 are below.

Requirement	Response
User Account Provisioning	
<p>The system must allow for the use of the state's unique student ID number to identify students as a master key with their email address being the login ID.</p>	<p>Lightspeed Filter supports identifying students using multiple identifiers, including state-issued student ID numbers. These can be imported and maintained via roster sync or Google/Office365 Sync, while authentication and policy association typically use the student's email address as the primary login ID.</p>
<p>Users must have individual and unique login credentials. System must support the same email prefix assigned to both a staff user and to a student user. (e.g., jsmith@wcpss.net and jsmith@students.wcpss.net as 2 different people</p>	<p>Yes, Lightspeed Filter supports unique login credentials per user and allows email prefixes to be reused across domains. For example, jsmith@wcpss.net and jsmith@students.wcpss.net are treated as distinct users, ensuring accurate identity management and policy application</p>
<p>Identify which of the below acceptable methods for User Account Provisioning are available:</p> <ul style="list-style-type: none"> - SCIM 2.0 - Entra Identity - Rapid Identity - Clever - Google Workspace - Just-in-time provisioning via Google, EntraID, or Clever - SFTP (Secure File Transfer Protocol) using public/private keys in lieu of static passwords 	<p>Here's a breakdown of supported user account provisioning methods with Lightspeed Filter:</p> <ul style="list-style-type: none"> •SCIM 2.0: <i>Supported through Federated Sync of Identity Provider such as Entra and Google.</i> •Entra ID (formerly Azure AD): <i>Supported for SSO and user syncing via integration.</i> •Rapid Identity: <i>Supported through roster sync using Lightspeed Data Sync (LSDS) or Clever bridge.</i> •Clever: <i>Fully supported for rostering and policy assignment.</i> •Google Workspace: <i>Supported, including syncing users and groups.</i> •Just-in-time provisioning: <i>Supported through Federated Sync of Identity Provider such as Entra and Google.</i> •SFTP with public/private keys: <i>Supported via LSDS for CSV automation and secure uploads</i>
Class Rostering	
<p>Identify which of the below acceptable methods for Class Rostering are available:</p> <ul style="list-style-type: none"> - Rapid Identity Studio (OneRoster API) - Clever - IMS Global Learning Tool Interoperability (LTI) 1.3 or greater - SFTP (Secure File Transfer Protocol) using public/private keys in lieu of static passwords 	<p>Lightspeed Filter supports the following class rostering methods:</p> <ul style="list-style-type: none"> •Rapid Identity Studio (OneRoster API): <i>Supported via OneRoster-compliant integration.</i> •Clever: <i>Fully supported for class rostering and syncing groups.</i> •IMS Global LTI 1.3+: <i>Supported via OneRoster-compliant integration.</i> •SFTP with public/private keys: <i>Supported through LSDS automation for secure, scheduled CSV roster uploads</i>



Technology Specifications

Requirement	Response
User Authentication	
User sessions must time out (i.e., require logging in again) after a specified length of inactivity (Typically 30 minutes)	Yes, Lightspeed Filter enforces session timeouts within the administrative UI. Sessions automatically expire after a period of inactivity — typically defaulting to around 30 minutes , though this may vary slightly based on authentication provider and configuration. This ensures secure access control for admin users
The system must store any local authentication credentials in a salted, encrypted format.	Lightspeed Filter uses secure practices for any stored credentials. While most authentication is handled via third-party identity providers (e.g., Google, Entra ID, etc.), any locally stored credentials (such as for admin accounts) are encrypted and salted to meet standard security protocols. Direct access to password data is never exposed
Identify which of the below acceptable methods for User Authentication are available: <ul style="list-style-type: none"> - Security Assertion Markup Language (SAML) 2.0 as a Service Provider (SP) - OIDC via Google or Entra Identity - Sign in with Clever 	Lightspeed Filter supports the following user authentication methods: <ul style="list-style-type: none"> •SAML 2.0 (as SP): <i>Supported</i> via Federated Services SSO integrations. •OIDC via Google or Entra ID: <i>Supported</i> via Federated Services SSO integrations. •Sign in with Clever: <i>Supported</i> via Federated Services SSO integrations.
Accessibility	
Must comply with the Americans with Disabilities Act (ADA) section 508 compliance found at: http://www.dol.gov/dol/topic/disability/ada.htm	Yes, Lightspeed Filter is designed with accessibility in mind and aligns with Section 508 compliance under the Americans with Disabilities Act (ADA). The web interface follows best practices for screen readers, keyboard navigation, and accessible color contrasts, ensuring usability for individuals with disabilities
User Roles	
At a minimum, software must provide the user roles listed below (or equivalent). The ability to create custom user roles is preferred. <ul style="list-style-type: none"> - Super Administrator - Full administrative control over all settings to include data integration settings, manage user roles/permissions, etc. - District Administrator - Able to view all users and all data, system-wide reporting, but CANNOT access/change any technical settings. - School/Department Administrator - Able to view all users and user data within a specific school or department. - Teacher/Staff - Able to view all students and associated data for students in their class or staff in their department. - Student/standard user - Able to view their content only 	Lightspeed Filter supports all of the listed roles, either directly or through configurable permissions: <ul style="list-style-type: none"> •Super Administrator: <i>Supported</i> — full control including system settings, integrations, and admin management. •District Administrator: <i>Supported</i> — can access system-wide data without permissions to alter technical settings. •School/Department Administrator: <i>Supported</i> — scoped access by group (e.g., school OU), with visibility limited to assigned users. •Teacher/Staff: <i>Supported</i> — typically integrated via Classroom or Filter UI, with access to student-level insights. •Student/Standard User: <i>Supported</i> — can view their own browsing activity (especially when Parent Portal is used). <p>Additionally, custom roles and granular permissions are fully supported, with the ability to scope access by group and feature set</p>



Technology Specifications

Requirement	Response
Reporting	
Where applicable, the system must allow for reporting of student progress at various levels (i.e... Classroom teachers can run class level reports, principal or district admin can run school level or district level reports).	Yes — Lightspeed Filter supports role-based reporting access . Reporting access is controlled by admin roles and group scoping, ensuring that each role sees only the data they are authorized for
Data Portability	
The system shall allow for the export of data to be used with other data systems such as Student Information Systems (SIS), Instructional Management Systems (IMS), and Learning Management Systems (LMS) (or in case of staff systems, Oracle, or other data systems). Data will be provided in a spreadsheet or database format. Describe how the solution provides for the export or transfer of data, including all formats and methods supported.	Lightspeed Filter supports the export and integration of data with external systems such as Student Information Systems (SIS), Instructional and Learning Management Systems (IMS/LMS), and staff platforms like Oracle. Data can be exported manually from the administrative UI in spreadsheet (CSV) format or automated using Lightspeed Data Sync (API).
Data Retention and Deletion	
User data will be deleted no longer than six months after a user has been removed from the provisioning view.	Lightspeed Filter adheres to data lifecycle best practices. When a user is removed from the provisioning source (such as a synced directory, Clever, or CSV), their data is no longer considered active. By default, user records and associated data are purged within six months of removal to align with retention and privacy standards, unless retention is explicitly extended for compliance or legal auditing purposes
While under contract, the system must maintain student data records for a minimum of five (5) years and make these records available to the district.	Lightspeed maintains student data for two years in the Lightspeed cloud. Longer data retention is available via Lightspeeds Data API service, which allows the customer to transfer data to their own data warehouse and retain as long as they'd like.
Browsers	
Must provide support for the most recently released versions of Google Chrome Browser.	Yes, Lightspeed Filter fully supports the most recently released versions of the Google Chrome browser .



Technology Specifications

Requirement	Response
Additional Software	
<p>If the solution requires the use of additional software components, such as plugins or proprietary packages, please provide details. List if they are required, or if this would give an enhanced experience.</p> <ul style="list-style-type: none"> - Software install (Is this required, optional for enhanced experience, or not needed?) - Browser plugin required - Browser extension required - Application required 	<p>Here's how Lightspeed Filter handles additional software components, depending on platform:</p> <ul style="list-style-type: none"> • Software install: <ul style="list-style-type: none"> • <i>Required</i> for Windows and macOS (Smart Agents install as system-level software). • <i>Not needed</i> for Chrome OS and iOS, which use extensions or apps instead. • Browser plugin required: <ul style="list-style-type: none"> • <i>Not required</i> • Browser extension required: <ul style="list-style-type: none"> • <i>Required</i> for Chrome OS (Filter agent is a Manifest V3 extension). • <i>Optional</i> for Windows/macOS if using Smart Agent instead. • Application required: <ul style="list-style-type: none"> • <i>Required</i> on iOS, where a dedicated app handles filtering and telemetry. <p>Some components are required based on platform, while others (like extensions on Windows) may be used optionally for enhanced flexibility or compatibility</p>
Supported Devices	
<p>List any limitations for the following supported devices: Windows 11, Apple MacOS, Chromebook (three most recent versions of ChromeOS), iPhone, iPad</p>	<p>Lightspeed Systems fully supports the list of Supported Devices.</p>
Customer Support	
<p>Customer support must be available to district and school administrative users by phone and email during regular business hours (M-F, 8-5 Eastern Standard Time).</p>	<p>Lightspeed's live US-based support team members are available daily between 7 and 6 central time. For extended-hour and overnight coverage, there is also an international team that covers the window of 8 to 5 GMT.</p>
<p>Identify any additional support avenues that may be available such as online chat</p>	<p>Support is available via phone, email, live chat, and the Lightspeed Customer Portal, which includes a full library of documentation, troubleshooting guides, and training resources.</p>
Technical Support	
<p>Technical support, licensing fees, upgrades, and patches must be included in the annual solution fee.</p>	<p>Technical support and all other mentioned items are included in the annual solution fee</p>
Server Uptime	
<p>Describe your uptime Service Level Agreement. The system is expected to be utilized 24 hours a day</p>	<p>Lightspeed leverages several layers of backups to ensure consistent and reliable uptime, averaging 100% in 2025. Lightspeed's full SLAs can be accessed at https://www.lightspeedsystems.com/service-level-agreement/</p>



References

Reference #1:

Name of Org: Palm Beach School District (~189,000 students and 22,000 employees)
Contact Person: Ray Usler
Contact Title: Director of IT
Contact #: (561) 662-3228
Contact Email: raymond.usler@palmbeachschools.org
Contract Start Date: Sep 2019 (Filter), Mar 2023 (Insight)
Contract End Date: Ongoing

Reference #2:

Name of Org: Loudoun County Public School District (~82,000 students and 12,000 employees)
Contact Person: Kevin Brooks
Contact Title: Supervisor, IT
Contact #: (571) 252-1834
Contact Email: kevin.brooks@lcps.org
Contract Start Date: June 2015 (Filter), Sep 2023 (Classroom), July 2025 (Insight)
Contract End Date: Ongoing

Reference #3:

Name of Org: Fairfax County Public Schools (~179,000 students and 40,000 employees)
Contact Person: Alison Costanza
Contact Title: IT Functional Applications Specialist
Contact #: (571) 423-1140
Contact Email: amcostanza@fcps.edu
Contract Start Date: May 2018 (Filter), Sep 2023 (Classroom), Aug 2023 (Insight)
Contract End Date: Ongoing

In addition to the above, Lightspeed Systems has reviewed the language contained in the "Vendor References" section of the RFP pertaining to "Post Implementation Support", "Data Privacy and Security Compliance", and "Service Level Expectations" and can confirm adherence to the expectations as they are laid out in this RFP.



Product Reference Docs

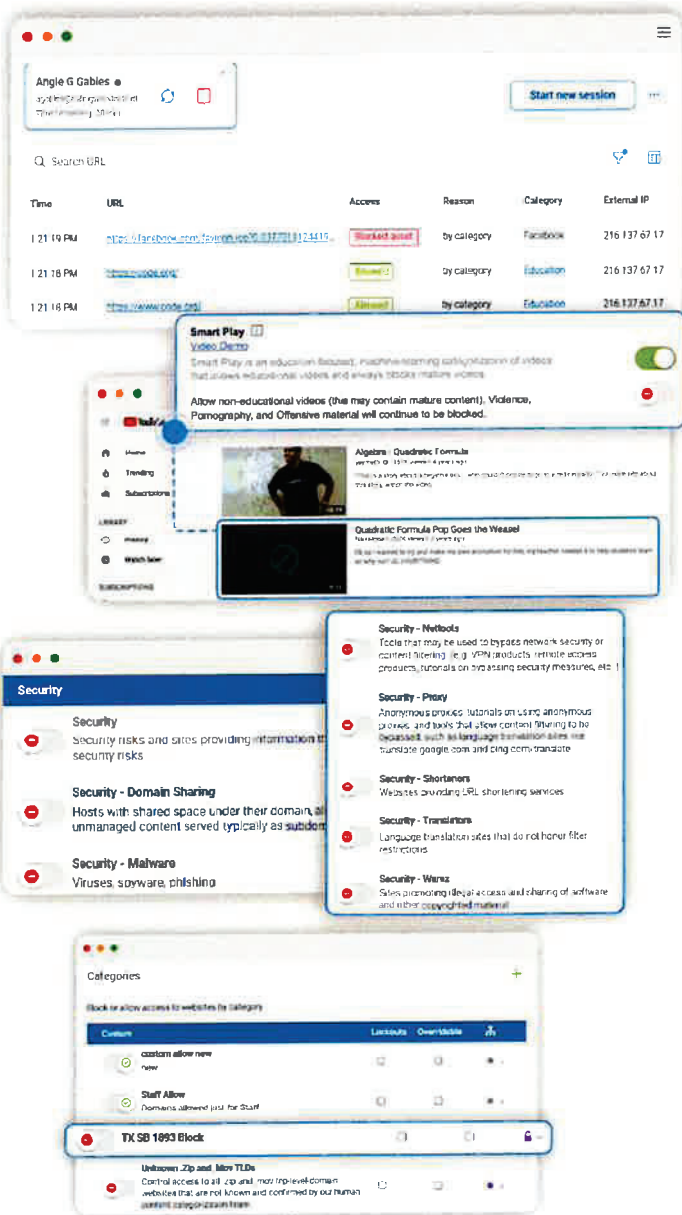




Lightspeed Filter™

Block threats and distractions for secure, focused learning

Lightspeed Filter provides visibility and control of every digital interaction on and off the network, protecting students from cyber risks and distractions, while ensuring access and compliance.



The Best of Cloud and Inline Filtering

- Deploy hybrid, scalable filtering on all popular devices + browsers, without the cost, latency, and single points of failure.
- Unlock fast troubleshooting with live activity reporting.
- Set read and write controls by user or group for policies, reports, and PII.

Prevent Distractions

- Build nuanced policies to manage TikTok, Discord, gaming, AI, and more.
- Ensure access to education-only content on YouTube with proprietary technology.
- Identify bypass attempts and blocked sites with district, school, and user dashboards.

Enhance Security

- Get full on-device SSL decryption with no cloud proxying or VPN tunneling.
- Unlock fast categorization of unknowns to prevent cyber risks.
- Get 7 cybersecurity-focused categories and integrations with MI6, Phishtank, vxIntel, and IWF.

Meet Regulations

- Out-of-the-box CIPA compliance.
- Identify and block access to specific applications and websites to respond to legislative bans.
- Empower parents to view and manage online activity after school.



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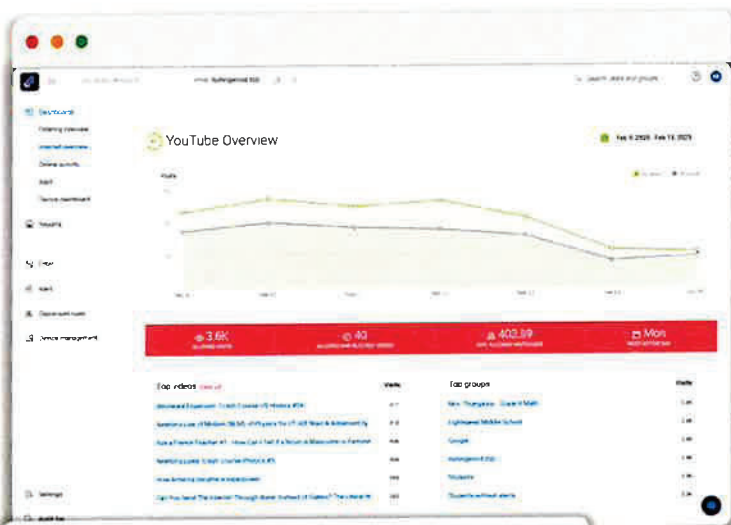
Safety, security, and equity. *At the speed of light.*



Lightspeed Filter™

**Ensure safe
YouTube access for
your schools**

SmartPlay from Lightspeed Filter, gives IT admins full control over YouTube, making it safe and reliable resource for learning and instruction.

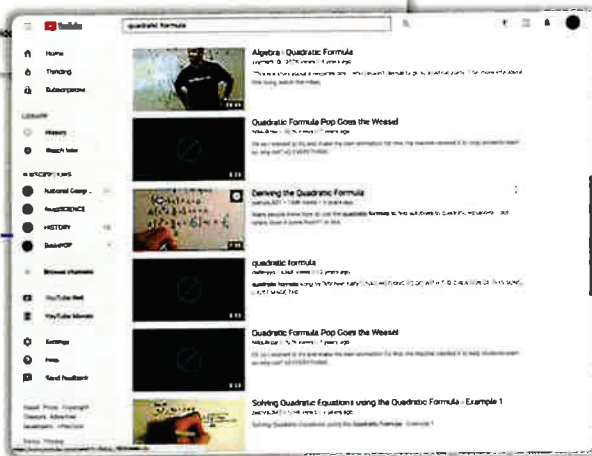


Smart Play
Video Demo

Smart Play is an educational tool that intelligently categorizes all videos that students access. It always blocks mature content.

Allow non-educational videos (this may contain mature content). Violence, Pornography, and Offensive material will continue to be blocked.

This will reauthorize the video...



SmartPlay filters more than 184 million YouTube videos, giving admins the power to only allow the categories needed for education and learning. Plus, with granular control over YouTube features, admins can ensure video thumbnails, sidebars, and comment sections are hidden, keeping students safe and maintaining CIPA compliance.

With SmartPlay, admins have:

- The simplest and easiest YouTube filtering to implement - with just one toggle students get access to safe, educational video content.
- A consistency learning experience on Windows, Mac, and Chrome devices.
- Flexible policy controls to ensure student access is safe during after-school hours, evenings, and weekends.



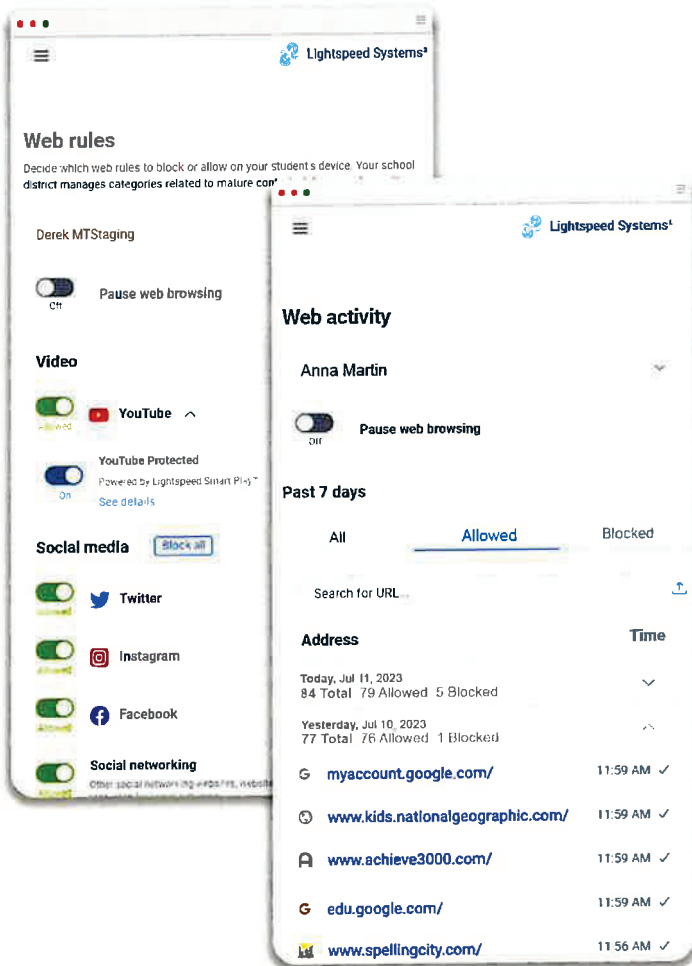
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Lightspeed Filter™

Empower parents with student activity insights

Lightspeed Parent Portal enhances communication by allowing guardians visibility of their child's internet activity at home to keep them safe, focused, and observing healthy screen time allowances.



Social Media Controls for Parents

Allow, restrict, or block after-school access to YouTube and social media, including Facebook, Instagram, Twitter, and more!

Help Establish Healthy Screen Times

Allow parents to temporarily pause web browsing for 1 hour, 3 hours, or overnight.

Provide Actionable Insights

Provide detailed internet activity by page, including time stamps and allow and blocked status

Enhance home-school communication

Send an automated weekly summary of web activity directly from Lightspeed Filter



Lightspeed Systems®

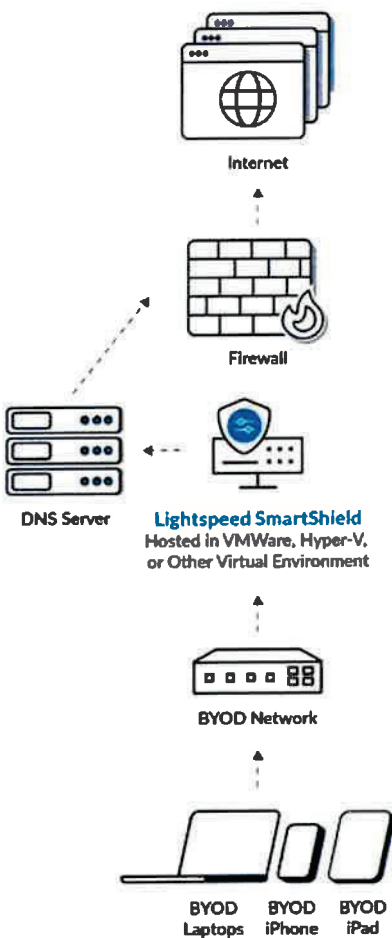
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Lightspeed Filter™

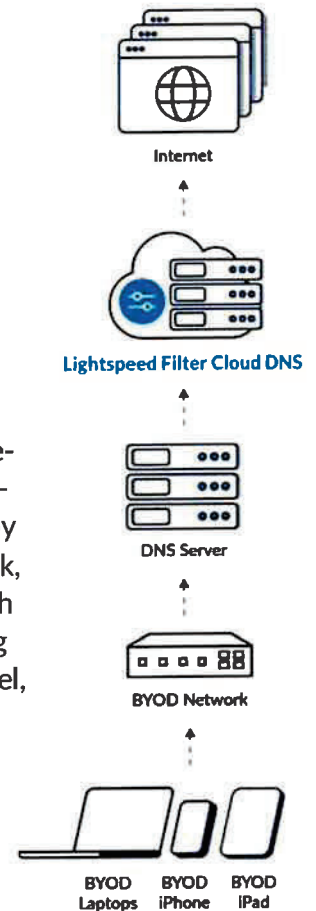
End-to-End Protection for IoT and BYOD

To support flexible deployment options and additional features for BYOD and IoT devices, Lightspeed Filter provides two solutions that can be used individually or complementary as an extra layer of protection: Lightspeed SmartShield™ technology and Cloud DNS Filter.



SmartShield acts as a local DNS filter placed on a virtual appliance in a school's server, intercepting and filtering all agent-less internet traffic between devices and networks. It provides visibility into internal IP addresses, distinguishing between different machines even when users are not authenticated, allowing greater flexibility and control to manage policies.

The **Cloud DNS Filter** unlocks out-of-the-box CIPA compliance through hostname-level filtering that can be distinguished by the external IP of the device and network, allowing districts to create segments with personalized filtering rules and unlocking features that operate on the same IP level, all in just a few clicks.



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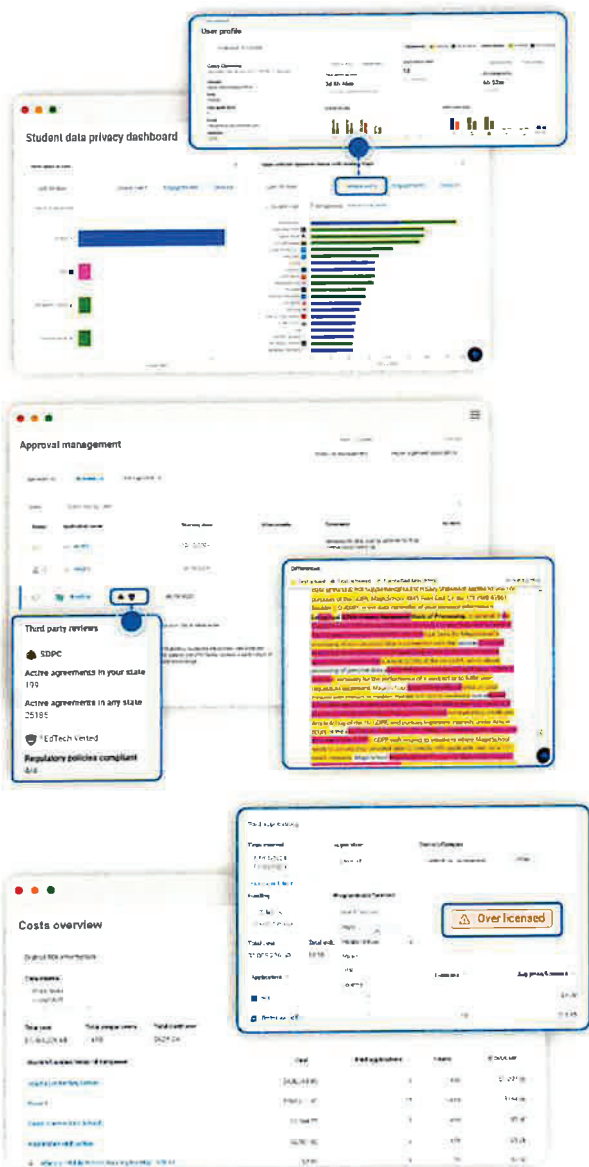
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Lightspeed Insight™

**Transform app insights
into compliant,
optimized edtech**

Lightspeed Insight simplifies edtech decision-making with the most complete picture of app activity on the market. Empower leaders with real-time, actionable data to expedite compliance, cut costs, and optimize instructional outcomes.



See the Complete Picture

- **See all activity:** See app and device activity across all device and OS types – from the district down to the school, grade, class, and student level.
- **Actionable insights:** Create custom reports to help key departments track rogue apps, uncover top curricular tools, and more.

Make Compliance Easy

- **Expedite app reviews:** Eliminate manual work and save 2-3 hours per app with 1EdTech and SDPC integrations.
- **Simplify app approvals:** Spot unapproved apps in use, unify teams with an in-built approval workflow, and create a public-facing list.
- **Automate policy monitoring:** Get real-time alerts with highlighted changes when privacy policies change so no updates are missed.

Optimize Budget

- **Cut costs** by identifying redundant and underutilized apps and using built-in, usage-based ROI analysis.
- **Track spending** and download accurate grant/ financial reports, better understand budget allocations, and improve collaboration.



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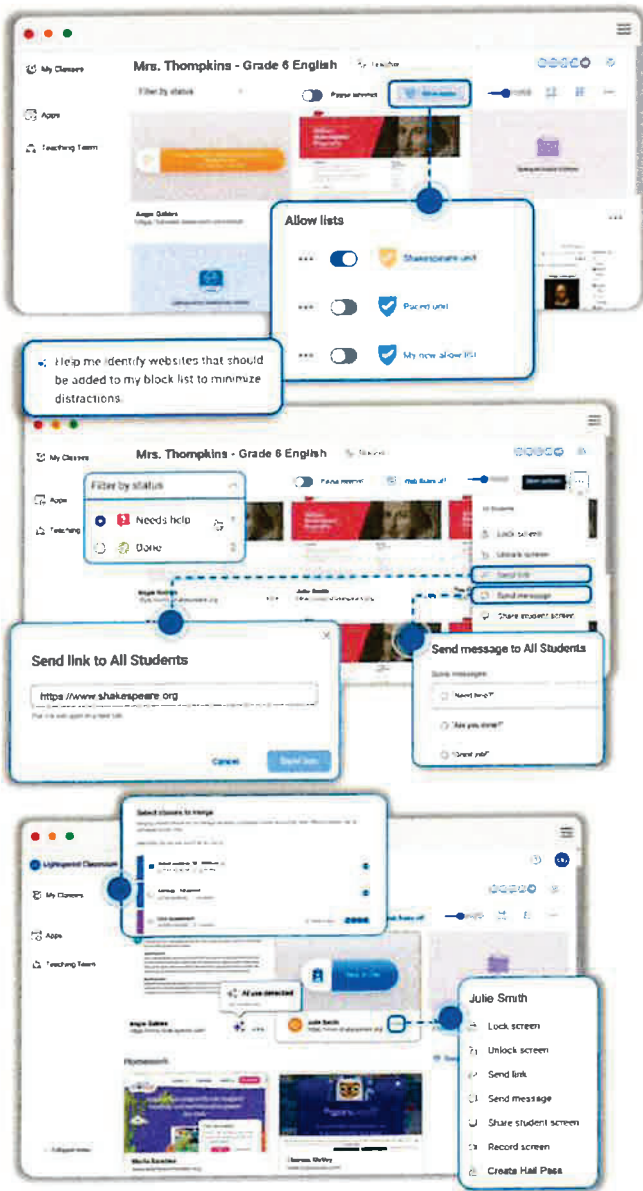
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Lightspeed Classroom™

Monitor screens and focus students for engaged learning

Lightspeed Classroom empowers teachers to focus students, manage screens, and create engaging, distraction-free learning environments—**now** with hall pass monitoring to enhance safety.



Keep Students Focused

- **Monitor and control screens:** View, lock, and record student screens and get notified of unusual browsing.
- **Limit browsing:** Restrict web access and close off-task tabs to minimize distractions.
- **See class highlights:** Improve engagement with daily advanced insights, like most accessed non-educational sites and identifying recurrent off-task students.

Communicate with Ease

- **Share content:** Easily share your screen or send links to student devices for seamless instruction.
- **Message students:** Create custom messages for individuals, groups, or the entire class.
- **Monitor student progress:** View status updates to gauge who is done, still working, or needs help.

Maximize Instruction Time

- **Differentiate instruction:** Create groups with custom browsing rules and curriculum links.
- **Streamline hall monitoring:** Minimize disruption and ensure students are accounted for with digital hall passes.
- **Manage AI in class:** Get notifications of real-time AI activity to moderate usage.
- **Get teaching support:** Add co-teachers to enable collaborative instruction.
- **Consolidate student screens:** Quickly merge class sections.



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Support & Training

Support Resources

Lightspeed licensing includes support for software deployments, solution configuration, SIS integrations, and beyond. Lightspeed is prepared to provide industry-best practices for the management of our solution, which includes full access to our Support and Professional Services Teams for questions and training.

Customer Portal

Full implementation guides, help articles, a 24/7 Chatbot, and training videos are available through the [Lightspeed Customer Portal](#).

Support Hours

- Live Support: M-F 2am-6pm CT
- On-Call Support: Mon-Sun 6pm-2am CT
- Chat Support: M-F 2am-6pm CT

Support Contacts

Chat with support directly during our Support Hours times or leave a voicemail at 1-800-444-9267.

All SLA's can be found here: <https://www.lightspeedsystems.com/service-level-agreement/>

Product Training

In addition to assorted support resources, Lightspeed offers a wealth of training options to ensure all district stakeholders are well versed in all products:

- **Live Training:** Dive into Lightspeed products with [facilitated, live sessions](#), focused on a range of stakeholder groups (IT Directors, Admin, Classroom Teachers, etc.) Custom sessions, tailored to district goals, are available in a variety of formats as well
- **On-Demand Videos:** Master the basics any time. Our on-demand video training material can be accessed 24/7, with completion tracking available to measure progress
- **Resource Hub:** Access everything from implementation guides to help articles, the latest release notes, our discussion forum, and more.
- **Teacher HQ:** Teacher HQ gives teachers a central repository for a wide range of resources, including best practice documentation, product guides, and training materials, all accessible directly from Lightspeed Classroom





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CERTIFICATE OF INSURANCE

AGENCY CUSTOMER ID: HOWAR-2

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Howard Risk Advisors, LLC		NAMED INSURED Howard Technology Solutions a division of Howard Industries, Inc. P.O. Box 1588 Laurel MS 39441	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

\$5M EXCESS Carrier: Westchester Surplus; Policy No. G72536332005
 \$5M xs \$5M EXCESS Carrier: - Colony Insurance Company; Policy No. EXO7292025
 \$5M xs \$10M EXCESS Carrier: Lloyd's; Policy No. LL0072925
 \$15M xs \$15M EXCESS Carrier: Westchester Surplus; Policy No. G71815389006

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W-9

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) HOWARD INDUSTRIES, INC.	
	2 Business name/disregarded entity name, if different from above. DBA: Howard Technology Solutions	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) <u>N/A</u> <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. PO BOX 1588 OR 1590 REMIT TO ADDRESS: PO BOX 11407	Requester's name and address (optional)
	6 City, state, and ZIP code LAUREL, MS 39441 BIRMINGHAM, AL 35246-1132	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-							
or										
Employer identification number										
6	4		-	0	4	6	6	1	4	3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date <u>12/29/25</u>
------------------	--	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

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QUOTE

(Option One: Lightspeed Filter)

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Online Quotation

Quote No:	TP10 1596151.00	Quote Date:	December 23, 2025
Customer Name:	Shashi Buddula	Phone Number:	9194317400
Company Name:	Wake County Public School System	Fax Number:	
Quote Name:	Lightspeed Filter Wake County		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Lightspeed Filter™ MPN: FLTR-A	161000	\$1.98	\$318,780.00
Sub-Total:				\$318,780.00
Shipping & Handling:				Included
Taxes:				\$ 23,111.55
Total for Item 1:				\$341,891.55

This Quote will expire on January 22, 2026.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$318,780.00
Shipping & Handling :	Included
Taxes:	\$ 23,111.55
Total:	\$341,891.55

Notes:

Pricing includes Filter and Digital Insight

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.

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QUOTE

(Option Two: Lightspeed Filter + Lightspeed Digital Insights)

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 888.323.3151 technical support

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Online Quotation

Quote No:	TP10 1596149.00	Quote Date:	December 23, 2025
Customer Name:	Shashi Buddula	Phone Number:	9194317400
Company Name:	Wake County Public School System	Fax Number:	
Quote Name:	Lightspeed Wake County		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Lightspeed Security & Compliance Bundle Includes Lightspeed Filter™ & Lightspeed Digital Insights™ MPN: SACBNDL- 1	161000	\$1.98	\$318,780.00
Sub-Total:				\$318,780.00
Shipping & Handling:				Included
Taxes:				\$ 23,111.55
Total for Item 1:				\$341,891.55

This Quote will expire on January 22, 2026.
Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$318,780.00
Shipping & Handling :	Included
Taxes:	\$ 23,111.55
Total:	\$341,891.55

Notes:

Pricing includes Lightspeed Filter and Digital Insight

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.

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

HOWARD[™]

TECHNOLOGY SOLUTIONS

www.Howard.com

A Division of Howard Industries, Inc.

888.912.3151 general • 601.399.5077 fax
888.323.3151 technical support

QUOTE

(Quote Three: Lightspeed Filter + Lightspeed Insights +
Lightspeed Classroom Management)

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



888.912.3151 general-601.399.5077 fax
 888.323.3151 technical support

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 www.Howard.com

Online Quotation

Quote No:	TP10 1596154.00	Quote Date:	December 23, 2025
Customer Name:	Shashi Buddula	Phone Number:	9194317400
Company Name:	Wake County Public School System	Fax Number:	
Quote Name:	Lightspeed Filter Insight and Classroom Management Wake County		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Lightspeed Security & Compliance Bundle Includes Lightspeed Filter™ & Lightspeed Digital Insights™ MPN: SACBNDL- 1	161000	\$1.98	\$318,780.00
2:	Lightspeed Classroom Management MPN: CLRM-A	161000	\$1.02	\$164,220.00
Sub-Total:				\$483,000.00
Shipping & Handling:				Included
Taxes:				\$ 35,017.50
Total for Item 1:				\$518,017.50

This Quote will expire on January 22, 2026.
 Please include your Quote Number on your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$483,000.00
Shipping & Handling :	Included
Taxes:	\$ 35,017.50
Total:	\$518,017.50

Notes:

Pricing includes Lightspeed Filter and Digital Insight with optional line item for Lightspeed Classroom

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WAKE COUNTY
PUBLIC SCHOOL SYSTEM

PURCHASING

1551 ROCK QUARRY ROAD
RALEIGH, NC 27610
PHONE: 919.588.3456

January 8, 2026

RE: RFP #251-26-247 – Content Filtering

Dear Marleigh Rayner,

We have received Howard Technology Solutions' proposed fee for Lightspeed Security & Compliance Bundle, including Lightspeed Filter & Lightspeed Digital Insights for content filtering.

At this time, WCPSS respectfully requests a Best and Final Offer with a reduction in pricing for the identified costs to better align with the District's available funding.

Please do not hesitate to contact me should you have any questions. We appreciate your consideration and look forward to your prompt response. Kindly provide your Best and Final Offer no later than 2:00 PM on Friday, January 9, 2026.

Sincerely,

A handwritten signature in blue ink that reads "Marcella Calvert".

Marcella Calvert,
Wake County Public Schools, Purchasing Administrator
mcalvert@wcpss.net
(919) 588-3457

Exhibit C: Howard Technology Solutions Quote:TP10 1596149.00

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



888.912.3151 general·601.399.5077 fax
888.323.3151 technical support

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

Online Quotation

Quote No:	TP10 1596149.00	Quote Date:	December 23, 2025
Customer Name:	Shashi Buddula	Phone Number:	9194317400
Company Name:	Wake County Public School System	Fax Number:	
Quote Name:	Lightspeed Wake County		

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Lightspeed Security & Compliance Bundle Includes Lightspeed Filter™ & Lightspeed Digital Insights™ MPN: SACBNDL- 1	161000	\$1.94	\$312,340.00

Sub-Total: \$312,340.00

Shipping & Handling: Included

Taxes: \$ 22,644.65

Total for Item 1: \$334,984.65

**This Quote will expire on January 22, 2026.
Please include your Quote Number on your Purchase Order.**

Total for all pre-configured items

Sub-Total:	\$312,340.00
Shipping & Handling :	Included
Taxes:	\$ 22,644.65
Total:	\$334,984.65

Notes:

Pricing includes Lightspeed Filter and Digital Insight

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.

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Exhibit D: Lightspeed Terms of Use

Terms of Use

Revised: April 16, 2021

1. Acceptance of Terms

Lightspeed Solutions, LLC ("Lightspeed", dba "Lightspeed Systems") enables schools and other educational bodies to make learning safe, managed and mobile through access to and use of its proprietary online platform accessible from the website and associated domains of <https://www.lightspeedsystems.com/> ("Platform") and Lightspeed's mobile applications ("Mobile Apps") and other locally-installed software ("Smart Agents") related to the Platform (the Platform together with the Smart Agents and the Mobile Apps, including Safety Check, the "Lightspeed Offering"). Any access to or use of the Lightspeed Offering is subject to the terms and conditions in this Terms of Use ("TOU"). Lightspeed may, at its discretion, update the TOU at any time without any prior notice. You can access and review the most current version of the TOU at the URL for this page or by clicking on the "Terms of Use" link within the Lightspeed Offering or as otherwise made available by Lightspeed.

PLEASE REVIEW THE TOU CAREFULLY. BY REGISTERING FOR AN ACCOUNT OR OTHERWISE ACCESSING OR USING THE LIGHTSPEED OFFERING (OR ALLOWING END USERS TO ACCESS OR USE THE LIGHTSPEED OFFERING), YOU AGREE TO BE BOUND BY THE TOU, INCLUDING ANY UPDATES OR REVISIONS POSTED HERE OR OTHERWISE COMMUNICATED TO YOU. IF YOU ARE ENTERING INTO THE TOU ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED AND LAWFULLY ABLE TO BIND SUCH ENTITY TO THE TOU, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THE TOU, YOU MAY NOT ACCESS OR USE THE LIGHTSPEED OFFERING.

You represent and warrant that you are: (i) over eighteen (18) years of age or the age of majority in your jurisdiction, whichever is greater; (ii) of legal age to form a binding contract; and (iii) not a person barred from using the Lightspeed Offering under the laws of your country of residence or any other applicable jurisdiction.

2. Other Agreements

In addition to these TOU, your access to and use of the Lightspeed Offering is subject to the Lightspeed [Privacy Policy](#), any terms agreed to in writing by Lightspeed and you regarding the scope of access to and use of the Lightspeed Offering and/or Lightspeed's provision of support services to you, and any usage or other policies relating to the Lightspeed Offering posted or otherwise made available to you by Lightspeed (collectively, "Additional Terms"). The Additional Terms are part of the TOU and are hereby incorporated by reference and you agree to be bound by the Additional Terms.

3. Grant of Rights

(a) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and view pages within the Platform.

(b) To the extent that the Platform provides access to any online software, applications or other similar components, Lightspeed grants you a limited, non-exclusive, non-transferable,

non-sublicensable, revocable license to access and use such components only in the form within the Platform.

(c) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install, run and use the Mobile Apps on a mobile device that you own and control (which term shall include any device owned by you that you lend to end users), in executable, machine-readable, object code form only.

(d) Lightspeed grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to install, run and use the Smart Agents on a device that you own and control (which term shall include any device owned by you that you lend to end users), in executable, machine-readable, object code form only.

(e) All rights granted to you under this TOU are subject to your compliance with the TOU and all Additional Terms in all material respects and may only be exercised by you for your personal, non-commercial use or internal business purposes.

4. IOS Mobile Apps

(a) If any Mobile App is downloaded by you from the iTunes App Store (each, an “iOS Mobile App”), the license in Section 3(c) with respect to such iOS Mobile App is further subject to your compliance in all material respects with the terms and conditions of the Usage Rules set forth in the iTunes App Store Terms of Service.

(b) With respect to any iOS Mobile App, the parties acknowledge that the TOU is concluded between you and Lightspeed only, and not with Apple Inc. (“Apple”), and Apple is not responsible for iOS Mobile Apps and the contents thereof. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to iOS Mobile Apps. Lightspeed, not Apple, is responsible for addressing any claims from you or any third party relating to iOS Mobile Apps or your possession and/or use of iOS Mobile Apps, including product liability claims, any claim that iOS Mobile Apps fail to conform to any applicable legal or regulatory requirement and claims arising under consumer protection or similar legislation. Apple and Apple’s subsidiaries are third-party beneficiaries of the TOU with respect to iOS Mobile Apps, and Apple shall have the right (and will be deemed to have accepted the right) to enforce the TOU against you as a third-party beneficiary hereof with respect to iOS Mobile Apps. Lightspeed, not Apple, shall be solely responsible for the investigation, defense, settlement and discharge of any intellectual property infringement claim attributable to iOS Mobile Apps.

5. Third Party Software

Some components of the Lightspeed Offering may be provided with or have incorporated into them third-party software (“Third-Party Software”), which may include software licensed under “open source” or other licenses approved by the Open Source Initiative. All Third-Party Software are subject to their own license terms available at <https://help.lightspeedsystems.com/s/article/Third-Party-Software>. If you do not agree to abide by the applicable terms for any Third-Party Software, you should not install or use the applicable components. You acknowledge and agree that: (i) Lightspeed has no proprietary interest in any Third Party Software; (ii) to the extent permitted by applicable law and notwithstanding the rest of the TOU, any Third Party Software is provided “AS IS” with all faults and neither the licensor of such Third-Party Software nor any Lightspeed Party shall be liable for any damages, claims,

liabilities or expenses (whether direct, indirect, incidental, special, exemplary, punitive or consequential) related to such Third Party Software or the use thereof; and (iii) such Third-Party Software may be subject to separate license restrictions and obligations set forth in the respective license agreements related to such software.

6. Support

Lightspeed will use commercially reasonable efforts to provide the support services agreed to by the parties pursuant to the applicable Additional Terms. Otherwise, the TOU does not entitle you to any support for the Lightspeed Offering.

7. Registration; Account

(a) Lightspeed may enable you to access and browse the Lightspeed Offering without registering, but some features may not be accessible unless you register. In registering for the Lightspeed Offering, you agree to: (i) provide true, accurate, current and complete information about yourself as prompted by the Lightspeed Offering's registration form (the "Registration Data"); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Lightspeed reasonably suspects that you have done so, Lightspeed may suspend or terminate your account.

(b) You may not share your account or password with anyone. You are fully responsible for all activities that occur under your account, whether or not you authorized the particular use or user, and regardless of your knowledge of such use. You agree to notify Lightspeed immediately of any unauthorized use of your account or password or any other similar breach of security.

(c) If your account remains inactive for three months or longer, Lightspeed reserves the right to suspend or terminate your account, with or without notice to you, and delete Your Content (as defined in Section 8(a)), all without liability to you.

8. Responsibility for Content

(a) You acknowledge and agree that all information, data, data records, databases, text, software, music, sounds, photographs, images, graphics, videos, messages, scripts, tags and other materials accessible through the Lightspeed Offering, whether publicly posted or privately transmitted ("Content"), are the sole responsibility of the person from whom such Content originated. This means that you, and not Lightspeed, are entirely responsible for all Content that originates from or through you, or that is collected by you or on your behalf, including any Content that you or any of your users upload, post, email, transmit or otherwise make available through the Lightspeed Offering (collectively, "Your Content").

(b) You acknowledge and agree that Lightspeed has no obligation to pre-screen Your Content, although Lightspeed reserves the right in its sole discretion to pre-screen, refuse or remove any of Your Content. Without limiting the generality of the foregoing sentence, Lightspeed shall have the right to remove (without liability) any of Your Content that violates the TOU or that it deems objectionable.

(c) You represent and warrant that: (i) you have all necessary rights and authority to grant the rights set forth in the TOU with respect to Your Content; and (ii) Your Content does not violate any duty of confidentiality owed to another person, or the copyright, trademark, right of privacy, right of publicity or any other right of any other person.

(d) You shall provide data to Lightspeed in compliance with all applicable laws, including but not limited to, the Federal Educational Rights and Privacy Act (“FERPA”), Children’s Online Privacy Protection Act (“COPPA”) and Protection of Pupil Rights Amendment (“PPRA”). You represent, warrant, and covenant to Lightspeed, that you will: (i) comply with all applicable provisions of FERPA relating to disclosures to School Officials (as defined in 34 CFR 99.31 (B)) with a legitimate educational interest, including, without limitation, informing parents in their annual notification of FERPA rights, that you define “school official” to include service providers and define “legitimate educational interest” to include services such as the type provided by Lightspeed; and (ii) provide sufficient notice and disclosure of the terms of this TOU and the Additional Terms to, and obtain and maintain all necessary rights and consents, including consents required by applicable state and federal law, rules, and regulations, such as COPPA, from, either each user or, where necessary, each user’s parent or legal guardian, to allow Lightspeed to provide and improve the Lightspeed Offering and collect and receive user data in accordance with this TOU and the Additional Terms. Lightspeed relies on consent obtained from schools, acting as an agent of the parent(s) or legal guardian(s) of its students, as permitted by COPPA, for using the Lightspeed Offering in connection with students under thirteen (13) years of age, if any. You must keep all consents on file and provide them to Lightspeed if we request them. We recommend that you provide users and their respective parents/guardians, teacher, and other appropriate school personnel with a copy of Lightspeed’s Privacy Policy and COPPA Notice, and any other parental information made available by Lightspeed.

9. Notifications and Legal Obligations

Depending on the Lightspeed Offering services you are using, the Lightspeed Offering may utilize proprietary insight and algorithms to identify warning signs of certain dangerous online behavior. In such cases, you understand that:

(a) Lightspeed may, in its sole discretion, conduct manual review of flagged behavior for further analysis.

(b) If Lightspeed identifies such warning signs, it may trigger an automated communication from Lightspeed to the email address designated in the Lightspeed Offering.

(c) The Lightspeed Offering is not designed to flag all dangerous online behavior and Lightspeed cannot guarantee that the designated email address will be notified of every instance that presents a threat.

(d) You or specific school or district personnel may have a legal obligation to notify law enforcement, first responders, state or federal reporting agencies, such as the National Center for Missing and Exploited Children, or other officials (“Government Officials”), or other individuals of the behavior flagged by the Lightspeed Offering. These obligations, like the identified threats, may be time sensitive, and you agree that the designated email address will be monitored on a regular and consistent basis.

(e) You agree that Lightspeed's notification to the designated email address satisfies any legal obligation imposed on Lightspeed, but Lightspeed may, in its sole discretion, contact Government Officials to notify them of situations that Lightspeed becomes aware and to provide them with information regarding such situations and that such contact may result in such Government Official taking immediate action based on the provided information.

(f) Any notification by Lightspeed to the designated email address, other school or district personnel, law enforcement, or other officials does not satisfy your or the school or district's legal obligation to notify law enforcement or other officials of the behavior flagged by the Lightspeed Offering.

10. Rights to Content

(a) Lightspeed does not claim ownership of Your Content. However, you grant Lightspeed and its service providers a worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make and have made Your Content (in any form and any medium, whether now known or later developed) as necessary to provide the Lightspeed Offering to you. Additionally, you acknowledge and agree that Lightspeed may collect and use for any lawful purpose Your Content in aggregate form, without identifying individual end users or you.

(b) You acknowledge and agree that the technical processing and transmission of data associated with the Lightspeed Offering, including Your Content, may require: (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting networks or devices.

(c) Except with respect to Your Content, you acknowledge and agree that, as between you and Lightspeed, Lightspeed owns all rights, title and interest (including all intellectual property rights) in the Lightspeed Offering and all Content and other materials within the Lightspeed Offering. The Lightspeed Offering is protected by U.S. and international copyright, trademark, patent and other intellectual property laws and treaties. Lightspeed reserves all rights not expressly granted to you.

(d) You acknowledge that a "Life of the Device" license is valid for a subscription period of the life of the device, up to a maximum of five years from the subscription start date. You agree to disable the Lightspeed Offering from any device that is no longer owned by you.

(e) Except with respect to Your Content, you may not: (i) use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights to the Lightspeed Offering, except as expressly permitted under the TOU; (ii) reverse engineer, disassemble, decompile or translate, or otherwise attempt to derive the source code, architectural framework or data records of any software within or associated with the Lightspeed Offering; (iii) frame or utilize any framing technique to enclose any Content; (iv) access the Lightspeed Offering for the purpose of developing, marketing, selling or distributing any product or service that competes with or includes features substantially similar to the Lightspeed Offering or any products or services offered by Lightspeed; (v) rent, lease, lend, sell or sublicense the Lightspeed Offering or otherwise provide access to the Lightspeed Offering as part of a service bureau or similar fee-for-service purpose; (vi) remove or obscure any proprietary notice that appears within the

Lightspeed Offering; or (vii) use the Lightspeed Offering in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

11. Export Restrictions

You acknowledge that the Lightspeed Offering is subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to the Lightspeed Offering, including, but not limited to, the U.S. Export Administration Regulations administered by the U.S. Department of Commerce, Bureau of Industry & Security (“BIS”) and sanctions imposed by the U.S. Department of Treasury, Office of Foreign Assets Control (“OFAC”), as well as end-user, end-use and destination restrictions enforced by U.S. and foreign governments.

You represent and warrants to Lightspeed that You shall not engage in the re-export of the Lightspeed Offering contrary to U.S. and international export control and sanctions regimes. You agree that You shall immediately notify Lightspeed in the event of any suspected or actual violation of U.S. export control and sanctions laws.

You are responsible for any and all activities that occur with the usage of the Lightspeed Offering. You shall ensure that the Lightspeed Offering is not used, transferred, or otherwise exported or re-exported to Crimea, Cuba, Iran, North Korea, Syria, or any other country in which the United States and/or European Union maintains an embargo (collectively, “Embargoed Countries”) or to any person or entity on OFAC’s List of Specially Designated Nationals or BIS’ Entity List (“Designated Person”). These lists of designated persons are subject to change without notice. By using the Lightspeed Offering, You represent and warrant that You are not located in, under the control of, or a national or resident of an Embargoed Country or Designated Person. You agree to obtain any necessary export authorizations for the re-export of the Lightspeed Offering to ensure compliance with U.S. export and sanctions laws.

12. User Conduct

In connection with your or any of your end users' access to or use of the Lightspeed Offering, you and they shall not:

(a) upload, post, email, transmit or otherwise make available any Content that: (i) is illegal, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful or otherwise objectionable; (ii) may not be made available under any law or under contractual or fiduciary relationships (such as confidential or proprietary information learned as part of an employment relationship or under a non-disclosure agreement); (iii) infringes any patent, trademark, trade secret, copyright or other proprietary right of any party; (iv) consists of unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, commercial electronic messages or any other form of solicitation; (v) contains software viruses or any other code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware; or (vi) consists of information that you know or have reason to know is false or inaccurate.

(b) impersonate any person or entity, including Lightspeed personnel, or falsely state or otherwise misrepresent your affiliation with any person or entity;

- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Lightspeed Offering;
- (d) act in a manner that negatively affects the ability of other users to access or use the Lightspeed Offering;
- (e) take any action that imposes an unreasonable or disproportionately heavy load on the Lightspeed Offering or its infrastructure;
- (f) interfere with or disrupt the Lightspeed Offering or servers or networks connected to the Lightspeed Offering, or disobey any requirements, procedures, policies or regulations of networks connected to the Lightspeed Offering;
- (g) use spiders, crawlers, robots, scrapers, automated tools or any other similar means to access the Lightspeed Offering, or substantially download, reproduce or archive any portion of the Lightspeed Offering;
- (h) sell, share, transfer, trade, loan or exploit for any commercial purpose any portion of the Lightspeed Offering, including your user account and password; or
- (i) violate any applicable local, state, provincial, federal or international law or regulation.

13. Suggestions

If you elect to provide or make available to Lightspeed any suggestions, comments, ideas, improvements or other feedback relating to the Lightspeed Offering ("Suggestions"), Lightspeed shall be free, and you hereby grant Lightspeed a perpetual, irrevocable, worldwide, royalty-free, fully-paid-up, non-exclusive, sublicensable, transferable license, to use, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, distribute, make, have made, assign, pledge, transfer or otherwise grant rights in your Suggestions in any form and any medium (whether now known or later developed), without credit or compensation to you.

14. Dealings With Advertisers and Other Third Parties

Your dealings with advertisers and other third parties who market, sell, buy or offer to sell or buy any goods or services on the Lightspeed Offering, including payment for and delivery of such goods or services and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the advertiser or other third party. You agree that Lightspeed shall not be liable for any damage, liability, expense or loss of any kind incurred as a result of any such dealings.

15. Links and External Materials

The Lightspeed Offering or users of the Lightspeed Offering may provide links or other connections to other websites or resources. You acknowledge and agree that Lightspeed does not endorse and is not responsible for any content, advertising, products, services or other materials on or available through such sites or resources ("External Materials"). External Materials are subject to different terms of use and privacy policies. You are responsible for reviewing and complying with such terms of use and privacy policies. You further acknowledge

and agree that Lightspeed shall not be liable for any damage, liability, expense or loss resulting from or arising out of use of or reliance on any External Materials.

16. Modifications to the Lightspeed Offering

Subject to any Additional Terms, Lightspeed reserves the right at any time to modify the Lightspeed Offering, with or without notice, and Lightspeed shall not be liable to you or any third party for any such modification; provided, Lightspeed shall provide you reasonable prior notice if such modification will materially and adversely affect the functionality of the Lightspeed Offering and you may terminate the TOU by providing written notice to Lightspeed promptly thereafter.

17. Indemnification

You shall indemnify, defend and hold Lightspeed and its affiliates and equity holders, and each of their officers, directors, employees, agents, partners, representatives, advisors and licensors (collectively, "Lightspeed Parties") harmless from and against any claim, demand, loss, damage, cost, liability and expense, including reasonable attorneys' fees, resulting from or arising out of: (a) Your Content; (b) your violation, or any violation by any of your end users, of the TOU, any law or regulation, or any rights (including intellectual property rights) of another party; (c) your failure to receive any consents or provide any notices required to be received or provided under applicable law; or (d) your use or your end user's use of the Lightspeed Offering (including your failure to use certain aspects of the Lightspeed Offering; your failure to report or take action with respect to actual or potential harmful web activity or harmful actions of end users or information relating to such activity or actions; your decision to act upon information obtained from the Lightspeed Offering; or failure of the Safety Check system to provide information to you or any other person). You may not settle or compromise any indemnified claim without the prior written consent of Lightspeed.

18. Disclaimer of Warranties

(a) YOUR USE AND YOUR END USER'S USE OF THE LIGHTSPEED OFFERING IS AT SUCH PERSON'S SOLE RISK. THE LIGHTSPEED OFFERING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIGHTSPEED PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(b) LIGHTSPEED PARTIES MAKE NO WARRANTY OR REPRESENTATION THAT: (i) THE LIGHTSPEED OFFERING WILL MEET YOUR REQUIREMENTS OR THE LIGHTSPEED OFFERING WILL PROVIDE ALL DESIRABLE OR NECESSARY INFORMATION TO YOU OR YOUR END USERS; (ii) ACCESS TO THE LIGHTSPEED OFFERING WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THE INFORMATION AND ANY RESULTS THAT MAY BE OBTAINED FROM ACCESS TO OR USE OF THE LIGHTSPEED OFFERING (INCLUDING SAFETY CHECK) WILL BE ACCURATE, RELIABLE, CURRENT OR COMPLETE; OR (IV) THE USE OF THE LIGHTSPEED OFFERING (INCLUDING SAFETY CHECK) WILL PROTECT YOU OR YOUR END USERS OR ANY OTHER PARTY FROM HARM.

(c) ALL CONTENT MADE AVAILABLE THROUGH THE LIGHTSPEED OFFERING IS MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY. YOU ARE SOLELY RESPONSIBLE FOR CONFIRMING THE ACCURACY OF ALL INFORMATION BEFORE TAKING OR OMITTING ANY ACTION OR DETERMINING WHETHER TO TAKE ANY ACTION WITH RESPECT TO ANY INFORMATION OBTAINED FROM THE LIGHTSPEED OFFERING.

19. Limitation of Liability; Release

(a) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY: (I) LIGHTSPEED PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR COST OF COVER, BUSINESS INTERRUPTION, OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF LIGHTSPEED PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND (II) IN NO EVENT SHALL LIGHTSPEED PARTIES' TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING FROM OR RELATING TO THE TOU OR YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE LIGHTSPEED OFFERING EXCEED THE AMOUNT PAID BY YOU TO LIGHTSPEED FOR ACCESS TO THE LIGHTSPEED OFFERING WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. you may not bring a claim under this TOU more than 6 months after the cause of action arises.

(b) You hereby release AND DISCHARGE the lightspeed parties from all DAMAGES, claims, liabilities, and expenses in connection with: your failure to use certain aspects of the Lightspeed Offering; your failure to report or take action with respect to actual or potential harmful web activity or harmful actions of end users or information relating to such activity or actions; YOUR DECISION TO ACT UPON INFORMATION OBTAINED from THE LIGHTSPEED OFFERING; OR failure of the Safety Check system to provide information to you or any other person.

(c) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

20. Termination

(a) Subject to the Additional Terms, if you violate the TOU, all rights granted to you under the TOU shall terminate immediately, with or without notice to you.

(b) Upon termination of the TOU for any reason: (i) Lightspeed, in its sole discretion, may remove and discard Your Content; and (ii) any provision that, by its terms, is intended to survive the expiration or termination of this TOU shall survive such expiration or termination.

21. Governing Law

The TOU shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of laws principles. The United Nations Convention on

Contracts for the International Sale of Goods is specifically excluded from application to the TOU.

22. Forum for Disputes

The federal and state courts of Travis County, Texas shall have exclusive jurisdiction over any disputes or legal action arising out of or relating to the TOU or the Lightspeed Offering.

23. Legal Compliance

You represent and warrant that you are not: (a) located in an Embargoed Country or a country otherwise designated by the U.S. Government as a “terrorist supporting” country; or (b) a Designated Person.

Depending upon the jurisdiction in which the Lightspeed Offering is licensed or related services are used, this TOU may be subject to certain government export and other restrictions, and You shall comply with all applicable laws in connection therewith. You agree that You will not export or re-export the Lightspeed Offering, reference images or accompanying documentation or use the Lightspeed Offering or related services in any form without the appropriate authorization. Failure to comply with this provision is a material breach of this TOU and shall result in the automatic termination of this TOU, whether or not Lightspeed is aware of the same at the time. The Lightspeed Offering or any software associated with the Lightspeed Offering may not be exported or re-exported a) into any U.S. embargoed countries or b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity list. By using the Lightspeed Offering, You represent that You are not located in such a restricted country or on any such list.

24. U.S. Government Entities

This section applies to access to or use of the Lightspeed Offering by a branch or agency of the United States Government. The Lightspeed Offering includes “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212 and qualifies as “commercial items” as defined in 48 C.F.R. 2.101. Such items are provided to the United States Government: (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3. The United States Government shall acquire only those rights set forth in the TOU with respect to the such items, and any access to or use of the Lightspeed Offering by the United States Government constitutes: (a) agreement by the United States Government that that such items are “commercial computer software” and “commercial computer software documentation” as defined in this section; and (b) acceptance of the rights and obligations herein.

25. No Third-Party Beneficiaries

You agree that, except for Lightspeed Parties and as otherwise expressly provided in the TOU, there shall be no third-party beneficiaries to the TOU.

26. Procedure for Making Claims of Copyright Infringement

If you believe that your work has been made available through the Lightspeed Offering in a way that constitutes copyright infringement, please provide Lightspeed's Agent for Notice of Copyright Claims the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) a description of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) a description of the material that you claim is infringing and where that material may be accessed within the Lightspeed Offering; (d) your address, telephone number and email address; (e) a statement by you that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement from you that the information in the notification is accurate and, under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Lightspeed's Agent for Notice of Copyright Claims can be reached as follows:

Agent for Notice of Copyright Claims
General Counsel
2500 Bee Cave Road, Suite 350 Austin, TX 78746

Phone: 737.205.2500
Email: copyright@lightspeedsystems.com

27. California Users & Residents

In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting such unit in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

28. General Provisions

The TOU (together with the Additional Terms) constitutes the entire agreement between you and Lightspeed concerning your access to and use of the Lightspeed Offering. It supersedes all prior and contemporaneous oral or written negotiations and agreements between you and Lightspeed with respect to such subject matter. In the event of any conflict between or among the TOU and any Additional Terms to which the TOU refers, the terms and conditions of the TOU shall take precedence and govern. The TOU may not be amended by you except in a writing executed by you and an authorized representative of Lightspeed. For the purposes of the TOU, the words "such as," "include," "includes" and "including" shall be deemed to be followed by the words "without limitation." You may not assign or delegate any right or obligation under the TOU without the prior written consent of Lightspeed. The failure of Lightspeed to exercise or enforce any right or provision of the TOU shall not constitute a waiver of such right or provision. If any provision of this TOU is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of the TOU. Any prevention of or delay in performance by Lightspeed hereunder due to labor disputes, acts of god, governmental restrictions, enemy or hostile governmental action, fire or other casualty or other causes beyond its reasonable control shall excuse the performance of its obligations for a period equal to the duration of any such prevention or delay.

SUPPLEMENTAL TERMS FOR LIGHTSPEED API

Lightspeed API is an application programming interface (API), an optional component of the Lightspeed Offering, that enables electronic sharing of Your Content. These supplemental terms (the "**Supplemental Terms**") augment the TOU and apply to use of Lightspeed API. If these Supplemental Terms are inconsistent with any of the other terms of the TOU, then these Supplemental Terms shall control to the extent of the conflict, but only with respect to Lightspeed API.

1. Authorization and Registration

If you want to enable electronic sharing of Your Content with a third party via Lightspeed API, then (a) you must complete Lightspeed's authorization form for the third party, and (b) the third party must register with Lightspeed and accept Lightspeed's terms governing third-party access to and use of Lightspeed API. If the requirements described in subsections (a) and (b) are satisfied with respect to a third party, then that third party will become your "Authorized Third-Party Recipient" for purposes of these Supplemental Terms. Lightspeed will only enable electronic sharing of Your Content via Lightspeed API with a third party that is your Authorized Third-Party Recipient.

2. Fees

Information about the fees for Lightspeed API is available from Lightspeed upon request. You are fully responsible for all Lightspeed API-related fees that are incurred by you or by your Authorized Third-Party Recipients.

3. Responsibility for Authorized Third-Party Recipients and Your Content

You are solely and exclusively responsible for your Authorized Third-Party Recipients, including their acts and omissions. You are solely and exclusively responsible for Your Content and the handling of Your Content from and after the initial point of transmission from Lightspeed's data center to your Authorized Third-Party Recipients via Lightspeed API (including, without limitation, in relation to the confidentiality, security, accuracy, and integrity of Your Content). To avoid any doubt, Section 16 (Indemnification), Section 17 (Disclaimer of Warranties), and Section 18 (Limitation of Liability; Release) of the TOU apply to Lightspeed API and these Supplemental Terms.

4. Termination for Convenience

Lightspeed may terminate access to and use of Lightspeed API by you and any one or more of your Authorized Third-Party Recipients for any reason upon fourteen (14) days' prior written notice to you. You may terminate access to and use of Lightspeed API by any one or more of your Authorized Third-Party Recipients upon fourteen (14) days' prior written notice to Lightspeed. These termination rights are in addition to all other rights of termination available under the Terms of Use. Termination shall not affect your obligation to pay any fees that are incurred before the termination becomes effective.



RE: Lightspeed Contract

From Ryan Keag <rkeag@howard.com>

Date Wed 1/21/2026 6:40 PM

To Vanessa Hansen _ Staff - TechnologySvcs <vhansen@wcpss.net>

Cc Marcella Calvert _ Staff - Purchasing <mcalvert@wcpss.net>; Trey Pickich <tpickich@howard.com>

CAUTION: This email originated from outside of the organization! Proceed with caution!

Hi Vanessa,

I just received this update from Lightspeed:

Ryan,

I just doubled check the PDF with what is on the site. It is a page count issue in the PDF, there is nothing missing from a content stand point.

Scott Meeks

Sr. Strategic Account Executive

o 661-304-3882

www.lightspeedsystems.com



All the best,

Ryan Keag

National K-12 Large Account Manager

Mobile: (309) 445-9929

Email: rkeag@howard.com



From: Vanessa Hansen _ Staff - TechnologySvcs <vhansen@wcpss.net>

Sent: Wednesday, January 21, 2026 3:34 PM

To: Ryan Keag <rkeag@howard.com>

Cc: Marcella Calvert _ Staff - Purchasing <mcalvert@wcpss.net>; Trey Pickich <tpickich@howard.com>

Subject: Re: Lightspeed Contract

****CAUTION****

This email originated from outside of Howard Industries. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Ryan,


Thank you for sending me everything so promptly. On the terms of use I only see 12 out of 13 pages can you confirm that all the pages have been sent?

Best regards,

Vanessa Hansen

Senior Administrator, *Quality Services*

WCPSS Technology Services Department

 (919) 417-9131

From: Ryan Keag <rkeag@howard.com>

Sent: Wednesday, January 21, 2026 4:02 PM

To: Vanessa Hansen _ Staff - TechnologySvcs <vhansen@wcpss.net>

Cc: Marcella Calvert _ Staff - Purchasing <mcalvert@wcpss.net>; Trey Pickich <tpickich@howard.com>

Subject: RE: Lightspeed Contract



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Howard Risk Advisors, LLC 4906 Ambassador Caffery Pkwy Building B Lafayette LA 70508	CONTACT NAME: Marie Angelle PHONE (A/C, No, Ext): 337-704-0616 FAX (A/C, No): 337-704-0417 E-MAIL ADDRESS: MAngelle@higginbotham.net														
INSURED Howard Technology Solutions a division of Howard Industries, Inc. P.O. Box 1588 Laurel MS 39441	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : MS Transverse Specialty Insurance Company</td> <td style="text-align: center;">41807</td> </tr> <tr> <td>INSURER B : Great American Assurance Company</td> <td style="text-align: center;">26344</td> </tr> <tr> <td>INSURER C : Great American Alliance Insurance Company</td> <td style="text-align: center;">26832</td> </tr> <tr> <td>INSURER D : Westchester Surplus Lines Ins.</td> <td style="text-align: center;">10172</td> </tr> <tr> <td>INSURER E : Lexington Insurance Company</td> <td style="text-align: center;">19437</td> </tr> <tr> <td>INSURER F : Evanston Insurance Company</td> <td style="text-align: center;">35378</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : MS Transverse Specialty Insurance Company	41807	INSURER B : Great American Assurance Company	26344	INSURER C : Great American Alliance Insurance Company	26832	INSURER D : Westchester Surplus Lines Ins.	10172	INSURER E : Lexington Insurance Company	19437	INSURER F : Evanston Insurance Company	35378
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COVERAGES **CERTIFICATE NUMBER: 447706218** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Products Liab <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	SEE DESCRIPTION OF OPS	7/31/2025	7/31/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Ded:\$1K/\$1K	Y	Y	CAP405526204	7/31/2025	7/31/2026	COMBINED SINGLE LIMIT (Ea accident) \$3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	VARIOUS (SEE ADD'L REMARKS)	7/31/2025	7/31/2026	EACH OCCURRENCE \$30,000,000 AGGREGATE \$30,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y N/A	WCE74472104	7/31/2025	7/31/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
E F	Cyber w/Tech E&O Excess Cyber Policy			LEX64282 MKLV4XE000181	7/31/2025 7/31/2025	7/31/2026 7/31/2026	Each Occurrence 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 GL, Auto & Umbrella policies incld Blkt Add'l Insd & WOS. GL policy incld Add'l Insrdr Vendors Coverage & Primary & Noncontributory Endt. WC incld Blkt WOS and Blkt Alternate Employer. Policies incld 30 DNOC. All where required by written contract.

\$2,000,000 Per Occurrence/\$4,000,000 Aggregate GENERAL LIAB BREAKDOWN:
 Co. A - \$1M Per Occ/\$2M Aggregate - Policy No. EMR-00000022-03
 Co. A - \$1M Per Occ/\$2M Aggregate EXCESS of \$1M/\$2M -Policy No. EXO4281422

\$30,000,000 EXCESS BREAKDOWN (Excess of General Liability, Excess General Liability, Auto Liability, Employer's Liability and follows form: See Attached...

CERTIFICATE HOLDER Wake County Public School System 1551 Rock Quarry Road, Building F Raleigh NC 27610	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



ADDITIONAL REMARKS SCHEDULE

AGENCY Howard Risk Advisors, LLC		NAMED INSURED Howard Technology Solutions a division of Howard Industries, Inc. P.O. Box 1588 Laurel MS 39441	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

\$5M EXCESS Carrier: Westchester Surplus; Policy No. G72536332005
 \$5M xs \$5M EXCESS Carrier: - Colony Insurance Company; Policy No. EXO7292025
 \$5M xs \$10M EXCESS Carrier: Lloyd's; Policy No. LL0072925
 \$15M xs \$15M EXCESS Carrier: Westchester Surplus; Policy No. G71815389006

Wake County Board of Education, located at 5625 Dillard Drive, Cary, NC 27518 is an additional insured on the General Liability policy if required by written contract.