

STATEMENT OF WORK

This STATEMENT OF WORK (the “**Statement of Work**”), dated September 1, 2023, is entered into by and between **KEV Group Inc.**, a Delaware corporation with its principal place of business at 3000 S. Hulen Street Suite 124-562, Fort Worth, TX, 76109, USA (“**KEV**”) and **Hopkins County Schools** having its principal place of business at 320 Seminary Street, Madisonville, KY, 42431, USA (the “**Client**”) and together with KEV collectively, the “**Parties**” (the respective address of KEV and the Client being referred to as the “**Legal Address**” of each).

WHEREAS KEV has developed several software and web-based solutions for school level accounting, online payment processing, and tracking of student obligations and other related services;

AND WHEREAS the Client desires to license such software and web-based solutions from KEV pursuant to this Statement of Work;

AND WHEREAS the Parties agree that this Statement of Work and the Products and Services to be provided hereunder (collectively, the “**Service Offering**”) are subject to the terms and conditions of the Service Level Agreement (the “**Agreement**”), a copy of which is available on kevgroup.com/sla (the “**Website**”), and is expressly incorporated herein by reference.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1.

ASSOCIATED CONTRACT DOCUMENTS.

1.1. This Statement of Work, the Schedules attached hereto and the documents referred to herein, including the Agreement, represent the entire and integrated agreement of the Parties all of which together shall be considered one and the same agreement.

ARTICLE 2.

DEFINITIONS.

2.1. Defined Terms. Capitalized terms used, but not defined, herein have the respective meanings ascribed to them in the Agreement.

ARTICLE 3.

TERM

3.1 Statement of Work Term. The Statement of Work shall be in effect for a three (3) year (the “**Term**”) and shall automatically renew on September 1, 2026, unless either Party provides the other Party with written notice of non-renewal at least sixty (60) days prior to the expiration of the Term.

ARTICLE 4.

FEES & TIMING

4.1 Fees. Other than as set forth in the Agreement, the fees for the Service Offering are set forth in **Schedule “A”** hereto. Fees related to training and implementation must be paid in full prior to implementation commencing.

4.2 Timing. The Parties commit to implement the Products according to the agreed-upon Implementation Timeframe, the details of which are attached hereto as **Schedule “B”**. The Client agrees that it shall pay all fees specified in **Schedule “A”** prior to the start of implementation. Any changes to the dates as noted in Schedule B will require mutual written agreement between KEV and Client.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work as of the date first above set forth.

KEV Group Inc.

By: _____

Name: Joshua Shuval

Title: Director of Operations and Risk
Management

Hopkins County Schools

By: _____

Name:

Title:

SCHEDULE A

Fees

Annual Recurring Software Cost				
Quantity	Item	Description	List Price	Total
13	SCM-SFO	SchoolCash Management Solution	\$1,500.00	\$19,500.00
	SCI	SchoolCash Integration to Student Information System		
	SCC	SchoolCash Catalog		
	SCR	SchoolCash Register		
	SCO	SchoolCash Online*		
	SCD	SchoolCash Donations		
	ACC	SchoolCash Access		
13	SCS	SchoolCash Success Package - training / ongoing support	\$350.00	\$4,550.00
Upgrade Costs				\$24,050.00

One-Time Training and Implementation Cost				
Quantity	Item	Description	List Price	Total
13	IMP	Implementation: Weekly Meetings, Penny Tests, Needs Analysis, Database set up, Chart of Account alignment.	\$200.00	\$2,600.00
One Time Costs				\$2,600.00

GRAND TOTAL **\$26,650.00**

***Transaction and Other Online Payment Fees and Functionality**

KEV will add a fee of 4% + \$0.10 per item to all items created in SchoolCash Catalog for sale via SchoolCash Online (SCO) and SchoolCash Register (the 'Transaction Fee'). The item price visible to parents/guardians will be inclusive of this fee. The Transaction Fee is discounted from 4.5% plus 10 cents per item.

For items paid via SCO and Point of Sale (POS) the Transaction Fee includes any applicable merchant processing fees. The Transaction Fee will be automatically sent to KEV and will not be visible in SchoolCash Accounting.

For items paid via cash or check (specifically, not SchoolCash Online or POS) in SchoolCash Register the Transaction Fee will be deposited by the school to their bank account and will be accounted for in a pre-configured SchoolCash Management Account. For further clarity, the Transaction Fee for SchoolCash Register payments does not belong to KEV.

KEV has the right to change the Transaction Fee with 90 days' notice given to the Client. Please refer to additional Payment Terms and Conditions in the following link: <http://www.kevgroup.com/paymentterms/>

****Payment Terms**

The One-Time Training and Implementation fee of \$2,600.00 and the annual recurring software fee of \$24,050.00 will be payable upon signing this Statement of Work. After the first year of this Statement of Work, the annual recurring software fee will be subject to standard price increases that will reflect the Consumer Price Index (CPI) + 2%. Should the Client cancel the contract prior to the initial term stated in Article 3.1 then the annual recurring software amount for the full term outlined in Schedule A Fees are immediately due.

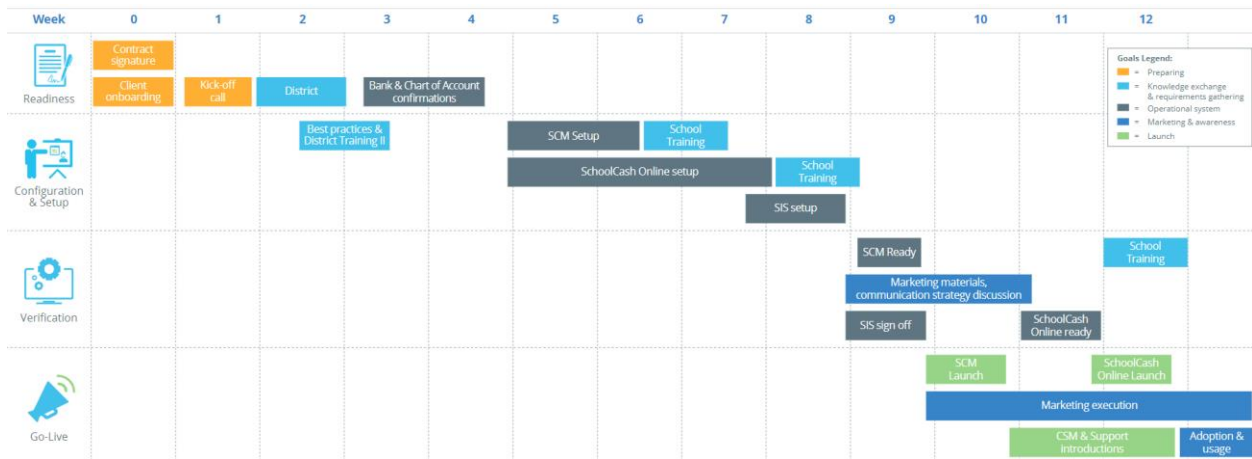
In order to facilitate credit/debit card payment processing, Client is responsible for completing a merchant application with KEV's then-current preferred payment provider. KEV reserves the right to change or add to its list of preferred payment providers at its sole discretion and will communicate such changes or amendments to Client as soon as possible. Client will have 90 days from date of communication to sign a new merchant services agreement with the new preferred provider, otherwise a 30 cent per-transaction fee will apply to each transaction processed on SchoolCash Online, payable by the Client.

SCHEDULE B

Timeline

STANDARD IMPLEMENTATION		
PHASE	SchoolCash Management (SCM)	SchoolCash Online (SCO)
PHASE 0 – Readiness (Week 1 to 4)	<ul style="list-style-type: none"> • Kick-off meeting – introduction to Project team • Up to four 90-minute Best Practice trainings delivered by KEV to review the setup for (SCM & SCO). Includes District training and decision making • District to confirm the exact <i>cut-off date</i> of the existing accounting system • District to submit the Chart of Accounts (CoA) for all schools 	<ul style="list-style-type: none"> • Kick-off meeting – introduction to Project team • District to open one separate in-and-out bank account (chequing account). Credit card payments will be credited to this account and KEV will debit funds from this account and credit them to individual school bank accounts • Introduction to ERP extracts, if applicable, timeline dependant on discovery
PHASE 1 – Configuration & Set-up (Weeks 5-8)	<ul style="list-style-type: none"> • Set up and review of SCM by KEV. Process requires up to 7 business days to complete. Training cannot start until the setup is complete • SCM training delivered by KEV for School’s bookkeepers - mix of group webinars and smaller sessions covering: Deposits, Cashbox/NSF/Transfers if applicable (plus Cheques, Monthly Bank Reconciliation, Ledger/Reports for non-centralized districts) 	<ul style="list-style-type: none"> • District to submit bank account info for all schools • District to submit key info and documents for the merchant processing application & agreement • “Penny testing” of school bank accounts by KEV begins. District/Schools to verify the exact amounts received • Set up and review of SCO by KEV • SCO training for School’s bookkeepers - mix of group webinars and smaller sessions covering: SchoolCash Catalogue, Item/Fee Creation • Webinar by KEV with School’s Principals. • Credit card payment test by KEV to test the complete flow of funds from parent purchase through to the school bank account • District to ensure all student data is correct and uploaded to the KEV database as required and described and supported by KEV’s Implementation Department, in a secure manner and in accordance with the District’s internal privacy policies and procedures.
PHASE 2 – Verification (Weeks 9-11)	<ul style="list-style-type: none"> • SCM setup and training complete • SYSTEM READY FOR USE • Transition from Project to Support – introduction to Customer Success & Support teams 	<ul style="list-style-type: none"> • District to set up the SIS export. KEV to provide instructions with specific requirements • Schools/District to review marketing and communications materials provided by KEV for driving parent awareness of SCO • Target SCO launch date to parents determined by KEV & District • Validation of SCO by KEV, including creation of back-end accounts for each Primary Guardian email addresses of each student identified in the SIS export

		<ul style="list-style-type: none"> • SYSTEM READY FOR USE • Transition from Project to Support – introduction to Customer Success & Support team
PHASE 3 – Go-Live (Week 12)		<ul style="list-style-type: none"> • SCO training delivered by KEV for School's bookkeepers - mix of group webinars and smaller sessions covering: SchoolCash Register & Group Collections/Reports
SCO Launch Date	<ul style="list-style-type: none"> • On behalf of Client, KEV automatically sends Invitation Emails to all Primary Guardian email addresses provided by Client. Each Invitation Email contains a unique hyperlink to enable to Primary Guardian to create or log-in to their SchoolCashOnline account and be provided with instant access to see, add, and remove the students that have been associated with their email address by the Client without the need for the Primary Guardian to first enter the student's ID number or other personal information; view their pending fees and transaction history; make payments; add or remove additional Guardians for their students; and update KEV's record of the email addresses of themselves and co-Guardians. 	
SCO Adoption and Usage	<ul style="list-style-type: none"> • On behalf of Client, KEV automatically sends Invitation Emails to new Primary Guardians identified by Client, as well as to previous recipients who have not responded. 	



Any delays by the Client may result in a delayed launch of *SchoolCash Accounting* and/or *SchoolCash Online*. Kick-off call will occur as soon as possible post contract signature, dependant on KEV resource availability.