

SPONSOR AGREEMENT BETWEEN GIRARD SCHOOL DISTRICT AND VELOCITY NETWORK, INC.

This Agreement (the "Agreement") is made and entered into this 27th day of July, 2026, by Girard School District ("District"), a Pennsylvania public school district with offices at 1202 Lake Street Girard PA. 16417 and Velocity Network, Inc. ("VNET"), with an office at 121 West 10th Street, Erie, PA 16501.

WHEREAS, the District desires to provide certain co-curricular activities for the benefit of its athletes, student body and the greater Girard community; and

WHEREAS, VNET is engaged in the business of providing fiber internet services in the Girard community and desires to help sponsor the District basketball and football programs;

NOW THEREFORE, in consideration of the mutual promises, covenants, and undertakings set forth below, and intending to be legally hereby, the District and VNET hereto agree as follows:

1. Term of Agreement. The term of this Agreement (the "Term") shall be for two (2) years with an effective date of July 27, 2026, and a termination date of June 20, 2028, unless sooner terminated by District or VNET pursuant to Section 4 of this Agreement. At the end of the Term, VNET will for a period of 60 days be offered the first right to renew this Agreement upon terms and conditions to be mutually agreed upon at that time. If no new Agreement is negotiated within that 60-day period, this right shall expire and the District may negotiate with any other entity.

2. Sponsorship. In consideration of the District's covenants contained herein, VNET agrees to be the sponsor of the District basketball and football programs and to pay the sum of One Thousand (\$1,000) Dollars within (60) days of the District providing the invoice. Additional sponsorships may be negotiated as mutually agreed between the District and VNET during the Term of this Agreement.

3. Terms and Conditions. The District will display a VNET banner in a clearly visible site in the Girard High School gymnasium and at the football stadium for all "home" basketball and football events. VNET will provide the banners. All banners will conform to Girard School District policies (e.g., not to exceed 4' x 8' and be professionally made unless otherwise approved by the Superintendent, etc.)

4. Default and Termination. In the event of a breach or default of any material term or condition of the Agreement by either party, the non-defaulting party shall promptly notify the other party of the alleged breach, and the other party shall promptly take all reasonable steps necessary to cure the alleged breach. If after a period of ten (10) days the party to whom the notice of breach was sent has not cured or taken reasonable steps to cure the alleged breach or otherwise remedied the situation to the reasonable commercial satisfaction of the non-defaulting party, the non-defaulting party may suspend its performance under the Agreement in whole or in part, or terminate the Agreement as it deems appropriate under the circumstances.

5. Representations and Warranties

- (a) VNET represents and warrants to District the following:
 - (i) it has the requisite power and authority to enter into and carry out the terms and conditions of this Agreement as set forth herein; and
 - (ii) it will comply with all laws, ordinances, codes, rules, and regulations bearing on its conduct under this Agreement.
- (b) District represents and warrants to VNET the following:
 - (i) it has the full right, power, and authority to enter into this Agreement; and
 - (ii) the performance of the terms and conditions under this Agreement is consistent with District Policy 913.1.

6. Indemnification

- (a) VNET will indemnify and hold District harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses, and penalties (including reasonable attorney's fees) arising out of:
 - (i) its breach of any representation, warranty, term, or condition of this Agreement.
- (b) District will indemnify and hold VNET harmless from and against any and all suits, actions, demands, losses, costs, damages, liabilities, fines, expenses, and penalties (including reasonable attorney's fees) arising out of:
 - (i) its breach of any representation, warranty, term, or condition of this Agreement.

7. Relationship of the Parties. The parties are independent contractors with respect to each other; nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between the parties.

8. No Waiver. A waiver of either party of any of the terms and conditions of this Agreement at any instance shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach thereof.

9. Amendments. This Agreement cannot be modified, altered, terminated, or otherwise changed except by means of a writing signed by both parties.

10. Notices. All notices required to be given hereunder shall be properly given if in writing and sent by certified or registered mail, postage prepaid, or by generally

recognized prepaid overnight delivery service to the respective addresses of the recipient thereof set forth at the commencement of this Agreement or such other address as may be designated in writing by the parties hereto. Notice shall be deemed given on the date of receipt thereof by the recipient.

11. Law. This Agreement is to be interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by an officer being thereunto duly authorized, as of the day and year first above written and intending to be legally bound hereby.

ATTEST:

GIRARD SCHOOL DISTRICT

Jacob Hagmaier, Board Secretary

Richard Brown, Board President

ATTEST:

VELOCITY NET, INC.
