

THIS MASTER SERVICES AGREEMENT (“MSA”) is effective as of the last date when fully-executed (“Effective Date”) and entered into between the undersigned client (“Client,” “Customer,” “you,” or “your”) and each entity listed in an attached **Exhibit A** and **Exhibit B** (“Company,” “ETS,” “our,” “us,” or “we”). ETS or Client is a “party” and ETS and Client are the “parties.”

Recitals

WHEREAS, Client may select various goods and services (collectively “Services”) from various ETS companies (collectively “ETS”);

WHEREAS, the Services you choose will be subject to this MSA, plus any applicable **Terms and Conditions** (Found here: <https://etscorp.com/terms> which contains, generally, additional terms applicable to the Services, and is not required to be executed by the parties) and any applicable **Exhibit A & B** (which contains, generally, additional terms applicable to the Services, such as scope of work and pricing, which is required to be executed by the parties) attached to this MSA as described herein; and

WHEREAS, the ETS company that will be responsible in all respects for providing applicable Services will be as listed in an applicable **Exhibit A** and **Exhibit B** attached to this MSA.

NOW, THEREFORE, in consideration of the foregoing preamble and recitals, which are incorporated in full by reference, and the following covenants, promises, representations, and warranties, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

Agreement

1. Services. ETS shall deliver and perform the “Services” as applicable as expressly described in attached **Exhibits**.

2. Payment. Unless otherwise expressly stated in this MSA, unless specified otherwise in **Exhibit B**, ETS shall invoice Client for the Services in advance for the amounts and on the terms described in attached **Exhibit B**. Client shall pay all amounts when due, and in any event within 30 days of ETS’ delivery of an invoice. To the maximum extent permitted by applicable law, past due amounts are subject to a late charge of 1% per month (12% per year) beginning the due date until paid in full. Client shall have the right to withhold payment to ETS for reasonably disputed charges by delivering written notice to ETS within such 30-day period and, in such event, the parties shall use commercially best efforts to resolve the dispute; provided, that Client shall be deemed to have waived any disputed charges not noticed to ETS within such 30-day period. In no event will Client be liable to ETS for more than the invoiced amounts for Services, unless expressly stated in **Exhibit B** or otherwise agreed to in writing by the parties.

3. Change Orders. Any changes to the Services listed in attached **Exhibit A** or **B** shall require a written change order ("Change Order"). No change order will be valid unless signed by both parties. Client acknowledges that changes to an **Exhibit A** or **B** usually require a Change Order, to be referenced in a new **Addendum** to attached Exhibits, which can affect scope of work, deliverables due dates, and pricing. In the event Client desires to make any modifications to an **Exhibit A** (such as, without limitation to Specifications, as defined therein, or a deliverable), Client must provide a detailed Change Order in writing as described in this MSA. Client acknowledges that if Client provides a Change Order to ETS, ETS has the right to terminate this Agreement and the applicable **Exhibit A**, and to receive payment for Services or to revise the payment due by Client to ETS under **Exhibit B**.

4. Deliverables Due Dates. The parties shall use commercially reasonable efforts to cooperate with each other to facilitate performance of their respective obligations under this MSA. The parties acknowledge that deliverables due dates may be affected by factors such as acts of God, force majeure events beyond either party's reasonable control, and Change Orders, and upon the occurrence of any such factor, the parties shall exercise commercially reasonable efforts to adjust deliverables due dates to the extent reasonably required under the then-existing circumstances.

5. Warranty and Warranty Period. The Services shall be subject to the following warranty ("Warranty"): (a) For any equipment and related parts that comprise the Services, such equipment shall be subject to manufacturer's express warranty; and (b) for all other Services, for a period of one year from Acceptance ("Warranty Period"), ETS warrants: (i) Services shall substantially conform to express terms of this MSA, and (ii) Services shall be free from defects. The Warranty shall not apply in cases of damage or defect caused by abuse, alterations to the Services not performed by ETS, improper or insufficient maintenance, improper operation, normal wear and tear and normal usage, or to claims for Warranty made after the Warranty Period. Client shall deliver notice of a claim under the Warranty within the Warranty Period to ETS. Upon receipt of written notice of a claim under the Warranty, ETS shall immediately (but in no event greater than 30 days), in its sole discretion, repair, replace, or reperform the Services. If more time greater than 30 days is required for reasons outside of ETS' reasonable control, ETS shall immediately notify Client. ETS shall notify Client of substantial completion of the repair, replacement, or reperformance, and thereafter Client shall deliver to ETS notice of acceptance or rejection of the Warranty work. If Client delivers notice of rejection, ETS shall have one final 30-day period to repair, replace, or reperform the Services. If ETS determines in its sole and reasonable discretion that it cannot make repair, replace, or reperform, then as Client's sole and exclusive remedy for the Services, ETS shall refund to Client the pro rata amount reasonably apportioned to the non-conforming Service for the then-remaining Term.

6. Term. The Term of this MSA shall begin on the Effective Date and remain in effect until terminated in accordance with this MSA ("Term").

7. Termination. This MSA shall terminate as follows: (a) immediately as required by law; (b) by mutual written agreement of the parties; (c) 30 days after a non-breaching party has delivered written notice of a breach of this MSA to the breaching party, and such breach remains uncured (provided, however, that Client's payment obligations hereunder shall not be subject to a cure period); (d) upon the completion of all applicable **Exhibits B** plus the expiration of an applicable Warranty Period; (e) upon expiration of the Term; (f) immediately if any party becomes insolvent or the subject of a voluntary or involuntary bankruptcy action, or becomes the subject of a receivership, custodianship, or the like; or (g) immediately by us if you fail to pay us timely all amounts you owe us under this MSA. If we terminate this MSA due to **Section 7** of this MSA, you shall pay us, as a non-exclusive remedy, all past due amounts and interest up to the date of termination, plus the amounts we could have billed you in the then-remaining Term (where applicable), plus our costs of collections, including attorneys' fees. The following Sections of this MSA shall survive any termination or expiration for any reason: **2, 5, 6, 7, 8, 11, 12, 13, 14, 15, 18** and **19**.

8. Relationship. This MSA is non-exclusive, meaning Client may contract with other suppliers for services the same or similar to the Services, and ETS may provide services to competitors of Client that are the same or similar to the Services. ETS is and shall be at all times during the Term of this MSA an independent contractor in fact and law, and not an employee of Client. Neither party shall hold itself out as an employee, joint venturer, agent, representative, or partner of the other party, and neither party shall have any power or authority to incur any debt, obligation, or liability on behalf of the other party except as expressly stated herein.

9. Subcontractors. ETS may contract with contractors to perform the Services under this MSA, provided, however, that ETS shall be liable for the acts and omissions of such contractors the same as if ETS had committed acts and omissions.

10. Insurance. During the Term of this MSA, ETS shall maintain, at its sole expense, for itself and its employees and contractors, insurance coverage policy for comprehensive general liability, Workers' Compensation, and property damage in an amount not less than \$2,000,000 per occurrence with a \$3,000,000 aggregate and professional liability insurance in the amount of at least \$500,000. ETS shall name Client as an additional insured. ETS shall notify Client immediately if any such coverages are subject to cancellation or non-renewal. ETS shall provide Client with evidence of insurance coverages upon request.

11. Confidentiality. Neither party shall disclose to any person or entity any confidential or proprietary information of the other party including the contents of this MSA, trade secrets, methods, systems, lists of party's customers and potential customers, vendors, suppliers, contractors, and employees, reports, pricing and pricing methodology, market plans and strategies, intellectual property, and other such information of any nature (the foregoing in this Section, "Confidential Information"), whether marked as confidential, made available by a party to the other party under this MSA. Each party shall maintain Confidential Information as confidential during the Term of this MSA and after its termination or expiration.

12. Representations and Warranties.

A. By ETS. ETS represents and warrants to Client as of the Effective Date and during the Term of this MSA the following: (i) ETS is under no restriction to enter into this MSA, (ii) ETS shall comply with all applicable federal, state, and local laws in its performance under this MSA, (iii) ETS is free to enter into this MSA and under no disability, restriction, prohibition, or agreement that will interfere in any manner with its performance under this MSA; and (iv) the undersigned individual who signs on behalf of ETS is duly authorized to execute this MSA.

B. By Client. Client represents and warrants to ETS as of the Effective Date and during the Term of this MSA the following: (i) Client is under no restriction to enter into this MSA, (ii) Client shall comply with all applicable federal, state, and local laws in its performance under this MSA and in Client's use of the Services, (iii) Client is free to enter into this MSA and under no disability, restriction, prohibition, or agreement that will interfere in any manner with Client's performance under this MSA; (iv) the undersigned individual who signs on behalf of Client is duly authorized to execute this MSA; (v) Client has evaluated the Services and has determined that such Services are adequate for its business needs, and (vi) Client has determined that it has the requisite staff, systems, resources, and infrastructure to use such Services and that it possesses the requisite skill and experience to make the foregoing determinations to enter into this MSA.

13. Indemnification.

A. By ETS. ETS shall indemnify, defend, and hold harmless Client and its affiliates, and their shareholders, directors, members, managers, officers, employees, contractors, representatives, agents, suppliers, customers, attorneys, insurers, successors in interest, and assigns from and against any and all claims or liability of a third party (collectively, "Client Claims") directly arising out of or in connection with ETS' breach of this MSA, including a breach of a representation and warranty in **Section 12** above. The indemnity in this **Section 13a** shall not apply to the extent of Client's negligence.

B. By Intellectual Property Infringement. Without expanding any other limitations in this MSA, ETS shall defend, indemnify, and hold harmless Client for and from any third party claim, damage, expense, liability, judgment, or loss alleging the Services infringe such third party's intellectual property rights ("IP Claim"), provided, that Client shall promptly notify ETS of such IP Claim, and ETS shall at its sole expense, in its sole discretion, and as Client's sole remedy for any IP Claim: (i) promptly undertake to procure for Client the right to continue using applicable Services subject to such IP Claim; (ii) promptly modify such Services to make them non-infringing but functionally equivalent; (iii) promptly substitute such Services with a replacement that is non-infringing but is functionally equivalent; or (iv) terminate the applicable **Exhibits** to which the applicable Services pertain, refund Client for any prepaid fees for such Services, and excuse the parties' from any further performance obligations under an applicable attached **Exhibits** for such Services. ETS shall not have any indemnity obligations under this **Section 13b** to the extent the IP Claim is based upon, in whole or in part, Client's specifications, Client's breach of this MSA, or Client's negligence.

C. By Client. Client shall indemnify, defend, and hold harmless ETS and its affiliates, and their shareholders, directors, members, managers, officers, employees, contractors, representatives, agents, suppliers, customers, attorneys, insurers, successors in interest, and assigns from and against any and all claims or liability of a third party (collectively, "ETS Claims") directly arising out of or in connection with Client's breach of this MSA, including a breach of a representation and warranty in **Section 12** above. The indemnity in this **Section 13c**. shall not apply to the extent of ETS' negligence.

14. Disclaimers, Limitations of Liability.

A. IN NO EVENT WILL EITHER PARTY BE LIABLE HEREUNDER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS MSA, INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS OR BUSINESS INTERRUPTION, WHETHER ARISING IN TORT, INCLUDING NEGLIGENCE, CONTRACT, OR ANY OTHER LEGAL THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EACH PARTY'S MAXIMUM CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS MSA WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID OR PAYABLE BY CLIENT TO ETS UNDER THIS MSA.

C. ETS DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. ETS DOES NOT PROMISE OR GUARANTEE ANY LEVEL OF REVENUE OR BUSINESS AS A RESULT OF THE SERVICES.

E. ETS DOES NOT GRANT OR ASSIGN TO CLIENT ANY RIGHT, TITLE, INTEREST, OR LICENSE IN OR TO ANY PROPERTY, WHETHER TANGIBLE, INTANGIBLE, REAL, OR OTHERWISE.

15. Notices. All notices required or permitted in this MSA shall be in writing and shall be deemed to have been duly given if hand-delivered with confirmation of delivery, or sent by First Class U.S. Mail, return receipt requested, postage pre-paid, return receipt requested, or sent by reputable courier company, postage pre-paid, proof of delivery requested, to the registered agent listed on a party's state of formation, or such other address as may be provided in accordance with this Section.

16. Assignment. No party may assign this MSA, except with the written consent of the other party; provided, however, that ETS may assign this MSA in the event of a merger, business reorganization, or the like. Any assignment, delegation, or subcontract not made in accordance with this **Section 16** shall be void and shall have no effect. This MSA shall inure to the benefit of and bind the respective parties' permitted successors and assigns.

17. Construction. This MSA together with any applicable Exhibit attached to and in accordance with this MSA, each of which is included in this MSA in full by this reference, constitutes the entire agreement of the parties concerning the subject matter hereof. This MSA supersedes any and all agreements, arrangements, dealings, and understandings, whether oral or written, heretofore made by the parties with reference to the subject matter hereof. This MSA and any applicable exhibit may not be modified without the written agreement of the parties. If there is a conflict between this MSA and an exhibit, the conflicting term in this MSA shall prevail. The provisions of this MSA shall not be construed for or against a party on the basis that a party is deemed the drafter of this MSA. The word "including" shall be deemed to mean "including, without limitation," each as the context may require. Any failure by either party to exercise any of its rights hereunder shall not be deemed a waiver of any rights or remedies that such party may have. Previous custom, practice, or course of dealing shall not be deemed a waiver of any rights or remedies that the parties may have hereunder. If a court of competent jurisdiction determines that any provision of the MSA is void, invalid, or unenforceable, the remainder of the MSA shall continue in full force and effect as if such provision were not contained herein, and the parties shall agree upon a substitute provision, and failing agreement of the parties then such court shall determine a substitute provision most closely approximating the provision to be replaced as written.


18. Enforcement. This MSA shall be governed by, construed, and enforced in accordance with the laws of the State of Utah, without regard to its conflicts or choice of law principles. The UCC shall not apply to this MSA and its attached Exhibits. The exclusive venue for any judicial action arising out of this MSA shall be the federal and state courts of competent jurisdiction located in Salt Lake City, Utah, and the parties hereby waive any claim that such venue is inconvenient. The prevailing party in any such action shall be entitled to collect from the non-prevailing party, in addition to any rights and remedies under this MSA, at law, or in equity, its reasonable costs, fees, and expenses, including, attorneys' fees, court costs, depositions, travel expenses, and expert witness fees.

19. Counterparts. The MSA may be executed in counterparts, including by electronic signature, and may be exchanged by facsimile or electronic transmission, each of which shall be deemed an original for all purposes and together shall constitute one document.

[Signature Page Follows]

ACCEPTED AND AGREED:

ETS: Eminent Technical Solutions

Signature: 


Scott Barrett (Oct 31, 2023 15:14 MDT)

Print Name: Scott Barrett

Title: CEO

Date: Oct 31, 2023

CUSTOMER: Lumen Scholar Institute

Signature: 

Print Name: Jonathan Seal

Title: Principal

Date: Oct 31, 2023

IT Managed Services:

Provider may provide technical services as follows:

Maintenance and support of the core network. Maintenance and support of the core network based on requirements as discussed with the client. This could include, but is not limited to:

1. Ongoing management of data & records: Files, digital media, document management systems, software licensing, contractual information, and historical data in accordance with Client's retention schedule.
2. Ongoing management of network connectivity: Internet connection, firewall, network switches (Layer2/Layer3), and remote/VPN access. Connectivity for Main and Remote Offices including SD-WAN.
3. Name resolution and IP management (two tiers of DNS): Internal/external management.
4. Ongoing general management of core servers and services such as Virtual servers, DNS, DOMAIN, WEB, APPLICATION, DATABASE, VPN, MAIL, Office 365, PRINT, FILE, & BACKUP.
5. Vendor Certified updates and other system-wide patches and updates such as VMware, Ubiquiti, Cisco, Microsoft, Apple, Windows Server 2008/2012/2016/2019, Exchange 2007/2010/2012/2016/2019 & macOS Server, server services, Windows, and anti-virus. Patches are routinely tested and verified prior to installation.
6. Consulting for web-related systems and infrastructure.
7. Maintenance of existing user and network resources: Usernames & passwords, logon scripts, network shares, and printers. (At the request of the client, the creation of new users, services, and/or software licensing, within accounts will be billed on an additional support request or project estimate at their contractual rate.)
8. General consultation for off-the-shelf and custom user applications and document management systems, not developed by ETS. *Note: in the event that one or any of these services is broken or not active, Provider will quote a replacement solution.
9. System-wide and application-specific backups. System-wide backups refer to data backups of the core services and user file shares. Application-specific backups refers to data backups necessary to restore the state of a user application. Both are periodically audited for integrity. Excludes locally stored user data and profiles.
10. System Security and Threat Management: Viruses, malware, spyware, and network security scans both internal and external.
11. Documentation of systems and services: Configurations, changes, designs, and implementations.

12. Access to online Help Desk system to input support requests, track service and receive priority service for service issues.
13. Systems monitoring: 24x7x365 systems monitoring, uptime monitoring for client systems and exception monitoring for custom applications.
14. Access to 24x7x365 tech support, remote and on-site.
15. Connectivity: Monitoring and resolving connectivity of the core network pertaining to individual PCs, Macs, tablets and other devices.

Provider Products. Maintenance, installation, and support of core network products. Note those listed below are typical core network products which vary by network. When purchased by Provider, Client shall be billed additionally for required software, licenses, and subscriptions.

1. Co-location and Hosting services required outside of Client owned data center(s).
2. SSL certificates and SSL certificate renewal.
3. DNS.
4. Firewall / UTM Services.
5. Off-site backup annual subscription.
6. RMM Software Services.

Maintaining and Protecting Student Data. ETS will follow industry best practices to maintain and protect personally identifiable student data and to prevent data breaches. ETS will implement a cyber security framework as defined in R277-487 or any successor legal requirement, as it may be amended from time to time. In addition, ETS will function as the Client's IT Security Manager and perform the responsibilities of the Client's IT Security Manager as outlined in the Client's Data Governance Plan, including the following:

1. Overseeing IT security at the Client's school(s);
2. Helping the Client to comply with IT security laws applicable to the Client, including but not limited to R277-487 as it may be amended.
3. Providing training and support to Client's employees on IT security matters.
4. Investigating complaints of alleged violations of the Client's IT security policies, procedures, or plans.
5. Investigating alleged security breaches of the Client's IT systems.
6. Conducting data privacy and security auditing; and
7. Reporting periodically to the Client's Board of Directors on the security of the Client's IT systems.

Software Development Services:

Provider may provide software development services as follows:

Software Development. Maintenance and support of software systems based on requirements as discussed with client. This could include, but is not limited to:

1. Managed hosting
2. Backups of user generated content
3. SSL certificate management
4. Domain management
5. Platform updates
6. Application monitoring
7. Maintenance of agreed upon software/website users and resources: Usernames & passwords, logins.
8. Defect repair/bug fixes
9. Enhancements/new features
10. Support for ETS-developed software and websites
11. General consultation
12. Web application development
13. Mobile application development
14. Website development

Door Access Control Services:

Provider may provide door services as follows:

Door Maintenance. Maintenance and support of door access system based on requirements as discussed with client. This could include, but is not limited to:

1. Cloud Access
2. Managed Access
3. Remote troubleshooting- Service call 's not included (billed per incident after system has been established)
4. Software/Firmware Updates
5. Vendor certified updates and new features

Camera Maintenance Services:

Provider may provide camera services as follows:

Camera Maintenance. Maintenance and support of camera system based on requirements as discussed with client. This could include, but is not limited to:

1. Quarterly Camera Inspection & Cleanings
2. Perpetual System maintenance
3. Semi-Monthly Monitoring
4. Quarterly Hour system training
5. Sample Recordings Day/Night
6. Camera View Inspection and System Assessment
7. 48 Hour broken camera replacement

Exhibit B - Pricing

A.	IT Managed Services	Term/Notes	Year 1 (Nov 2023 - June 2024)		
			Rate	Estimated Monthly Amount	Estimated Yearly Amount
1	Monthly Support Calls/Work Orders 8:30am-5:30pm	Active	\$ 125.00		\$ -
2	After Hours Billing Rate 5:31pm-8:29am*	Active	\$ 187.50		\$ -
Maintenance Services					
3	Maintenance and Support of the Core Network (see Exhibit A)	Active		\$ 2,500.00	\$ 30,000.00
Core Network Products and Licensing				Occurrence	
4	ETS Off-site Backup Annual Subscription (\$700/TB)	Not Active	Monthly		
5	ETS Cloud-Hosted Unifi Controller (1 Location(s) - 4 devices total)	Active	Monthly	\$ 25.00	\$ 300.00
6	Annual RMM Software** (84 Workstations, 1 Server)	Active	Monthly	\$ 150.00	Per Use
7	Sophos Endpoint Protection**	Active	Monthly		Per Project Quote
8	Firewall Licensing	Active	Annual		Per Project Quote
9	Office 365 Licensing**	Active	Monthly	Per Use	Per Use
10	Aspire Mailer Service	Not Active	Monthly		
Total IT Managed Services				Estimated Totals:	
				\$2,675.00	\$30,300.00

B.	Phone/Internet Services	Term/Notes	Year 1 (Nov 2023 - June 2024)		
			Rate	Estimated Monthly Amount	Estimated Yearly Amount
1	Monthly Support Calls/Work Orders 8:30am-5:30pm (When outside of unlimited terms)	Active	\$ 125.00		
2	After Hours Billing Rate 5:31pm-8:29am*	Active	\$ 187.50		
Phone Services				Occurrence	
3	Phone System Unlimited Maintenance & Support -Hosted VoIP PBX -Server Licensing and Maintenance (SIP Enterprise Server License) -SIP phone lines (Quantity) -DID numbers for client use (Quantity) - E-fax Online Service (Number with Unlimited Users) -User and Device ETS unlimited support (Quantity) -User and Device ETS unlimited warranty (Quantity)	Not Active			\$ -
Internet Maintenance Services				Occurrence	
4	Available upon request via project quote(s)	Not Active			\$ -
Total Phone/Internet Services				Estimated Totals:	
				\$0.00	\$0.00

C.	Door Access Control and Cameras	Term/Notes	Year 1 (Nov 2023 - June 2024)		
			Rate	Estimated Monthly Amount	Estimated Yearly Amount
1	Monthly Support Calls/Work Orders 8:30am-5:30pm	Active	\$ 125.00		\$ -
2	After Hours Billing Rate 5:31pm-8:29am*	Active	\$ 187.50		\$ -
Door Access Control				Occurrence	
3	Available upon request via project quote(s)	Not Active			\$ -
Cameras				Occurrence	
4	Available upon request via project quote(s)	Not Active			\$ -
Total Door Access Controls and Cameras				Estimated Totals:	
				\$0.00	\$0.00

D.	Software Development	Term/Notes	Year 1 (Nov 2023 - June 2024)		
			Rate	Estimated Monthly Amount	Estimated Yearly Amount
1	Monthly Support Calls/Work Orders 8:30am-5:30pm	Active	\$ 125.00		\$ -
2	After Hours Billing Rate 5:31pm-8:29am	Active	\$ 187.50		\$ -
Maintenance and Support				Occurrence	
3	Available upon request via project quote(s)	Not Active			\$ -
Licensing and Certifications				Occurrence	
4	Available upon request via project quote(s)	Not Active			\$ -
Total Software Development				Estimated Totals:	
				\$0.00	\$0.00

E.	High-voltage Electrical Services	Term/Notes	Year 1 (Nov 2023 - June 2024)		
			Rate	Estimated Monthly Amount	Estimated Yearly Amount
1	Monthly Support Calls/Work Orders 8:30am-5:30pm	Active	\$ 125.00		\$ -
2	After Hours Billing Rate 5:31pm-8:29am	Active	\$ 187.50		\$ -
Maintenance and Support				Occurrence	
3	Available upon request via project quote(s)	Not Active			\$ -
Electrical Products and Renewals				Occurrence	
4	Available upon request via project quote(s)	Not Active			\$ -
Total Electric				Estimated Totals:	
				\$0.00	\$0.00

Combined Total			Combined Estimated Totals for Year 1:	
			\$2,675.00	\$30,300.00



Eminent Technical Solutions

1103 N 1600 W, Layton, UT 84041

Signature: 

Print Name: **Scott Barrett**

Title: **CEO**

Date: **Oct 31, 2023**



Lumen Scholar Institute

1353 W 760 N, Orem, UT 84057

Signature: 

Print Name: **Jonathan Seal**

Title: **Principal**

Date: **Oct 31, 2023**

TERM. The billable term of this agreement will start when this Exhibit B is fully executed, as indicated on the Accepted and Agreed Signature section. It should be noted that the commencement date shall not be later than any previous term end date. You will only be charged for non-active services after they have been completed and activated in part or in full as part of the onboarding of that service.

A-E (IT Managed Services, Phone/Internet Services, Door Access Control and Cameras, Software Development, High-Voltage Electrical Services), The initial term of this Agreement shall be for a period of nine (9) months from the Effective Date, ending in June 2024, at which point the Agreement may, at Client's discretion, be renewed, or a new agreement entered into, for up to five (5) years following proper procurement by Client.

NOTES. Projects will be quoted outside of monthly support and labor will be billed at the referenced hourly rate.

*After Hours Billing is rarely used but in the scenario in which the client requests work be performed after hours and such work cannot be accommodated inside the client/ETS stated hours of operations, such work will be billed as referenced above.

**Software Licensing enrolled per license will be billed upon usage and may increase or decrease each month.

When outside of an active service term agreement period, ETS, at any time, may increase client billing rate(s) to standard billing rate(s). Following completion of initial term, client may renew agreement at new contracted rate in addendum(s).

ISSUED TO Lumen Scholar Institute Attn: Jonathan Seal	DATE 10/3/2023	PROJECT DESCRIPTION LSI/ETS On-Boarding
	EXPIRATION DATE 11/2/2023	PROJECT MANAGER Shah, Jasim jasim.shah@etscorp.com

DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
Unifi Controller Labor to migrate LSI Unifi Devices to ETS Controller	2	125.00	250.00
Documentation Acquire and Document LSI key information: - Handled via SR #53236	1	0.00	0.00

TERMS AND CONDITIONS

For equipment purchases, payment is due prior to work being completed. Project invoices will be Due Upon Receipt. Invoices not paid within terms will be subject to an interest charge of 18% per annum. If collection is required, the undersigned agrees to pay collection costs and reasonable attorney fees. Standard manufacturer's warranty applies to equipment unless otherwise stated. Sign and date below to accept this quote.

SUBTOTAL	250.00
SALES TAX	0.00
QUOTE TOTAL	250.00

Signature:  _____ **Date:** Oct 31, 2023

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

The following process will be followed by client or ETS if a change to this quote is required:

- A request to change or add to any part of the project must be made in writing and will be considered a 'Change Order' to the original project.
- If the Change Order will require a difference in the original project cost, an estimated amount will be provided to the Client for review and approval.
- The Client will confirm the Change Order via email response or signature on change order quote, and in doing so, it is agreed that the Client will pay any difference in cost illustrated in the change order once the project is completed and invoiced. If the Change Order requires some payment upfront, this will be noted.

If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.

Thank you for considering ETS for your project. We are pleased to present you with a project quote for the services we will provide. The quote presented in this document includes a description of the services we will provide and the total project cost. We strive to take all factors into consideration to provide a fair and accurate quote for your project. If the project requires a change in materials or scope of work, ETS will produce a change order for your approval.

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If you have any questions or concerns about the project quote, please do not hesitate to contact us. We appreciate the opportunity to work with you and look forward to the possibility of partnering on this project.



General Business Hours: 8:30am–5:30pm
Customer Portal Access: support.etscorp.com

Contact List and Procedure

Please feel free to contact **ETS** directly for any questions or issues you have.

- For **service requests**, it is preferred that a trouble ticket be submitted to our customer portal to be able to send the appropriate person to help with your issue. (support.etscorp.com)
- For **immediate assistance** with **general IT issues**, **sales** questions, or **accounting** questions, our main office number is the preferred contact method.
- For emergency **after-hours technical support**, please call **833.758.7300** and follow the prompts to direct you to our on-call technicians. Please leave a message when prompted and a technician will return your call.
- If you have a more **direct issue** or **questions**, please contact us through the numbers listed below.

Director of Operations	Scott Linsley scott.linsley@etscorp.com	801.784.5662
IT Consultant Supervisor	Barrett White barrett.white@etscorp.com	801.784.5659
COO/Owner	Scott Barrett scott.barrett@etscorp.com	801.784.5651
Engineer/Owner	Jacob Johnson jacob.johnson@etscorp.com	801.784.5653










LSI MSA & Exhibit B 10.31.2023(2)

Final Audit Report

2023-10-31

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