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Technology Services Agreement

between

The Ranches Academy

and

Onward Technology, LLC

This agreement (the "Agreement") is made and entered into on 09-September-2022 by and between Onward Technology, LLC ("Onward"), a Utah Limited Liability Company, and, **The Ranches Academy** ("Charter Holder"), a Charter School and a non-profit corporation organized under the laws of the State of Utah ("State"), located at 7789 N Tawny Owl Cir, Eagle Mountain, UT 84005. Onward and Charter Holder agree to the terms set forth below.

RECITALS

WHEREAS, Charter Holder has been authorized by the Utah State Charter School Board to organize and operate a charter school in Utah pursuant to the Utah Charter Schools Act; and

WHEREAS, Onward provides technology support services to public charter schools; and

WHEREAS, Charter Holder desires that Onward provide its services to Charter Holder, and Onward desires to provide its services to Charter Holder; and

WHEREAS, Charter Holder and Onward are entering into this Agreement to set forth the obligations and duties of each party with respect to the implementation of Onward's services.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, Onward and Charter Holder agree as follows:

1. **Term.** The term of this Agreement shall commence on 01-August-2022 and continue for a term of one year and end when terminated by either party according to the terms (Section 5A) of this agreement. At the conclusion of the term, if neither party has terminated the agreement in writing, the agreement shall be extended for one year.
2. **Duties of Onward.**
 - A. **General Technology Support Services.** Onward will perform the following functions:
 - (1) Provide 24 hours per day, 365 days per year technology support of Charter Holder's technology network;
 - (2) Operate and maintain the Local Area Network (LAN) and Wide Area Network (WAN);



- (3) Maintain through technology solutions the privacy and security of the network and individual computers;
- (4) Troubleshoot computer, network, and printing problems;
- (5) Coordinate outside support or services as necessary;
- (6) Provide "Help Desk" support services to staff. Help Desk support services include troubleshooting software or hardware malfunctions, installations, Internet and peripheral connectivity or similar hardware, software or connectivity issues. Help Desk support services does not include software-specific user technical support;
- (7) Perform network backup according to designated schedule, excluding locally-stored User documents, files or data;
- (8) Maintain manufacturer-provided software updates on hardware and software;
- (9) Install school-purchased hardware and/or software.
- (10) Work with school staff to obtain input in determining system/operations improvements and/or needs in relation to the computer network;
- (11) Work with school staff to develop informational technology budgets annually or as needed;
- (12) Maintain the school's email service;
- (13) Respond promptly to network troubleshooting (Standard: 2 hour response time).
- (14) Communicate clearly and effectively with school staff about network-related policies and procedures;
- (15) Maintain School servers (Apple and PC) to ensure system uptime;
- (16) Provide Charter Holder with Access to Onward Proprietary Tools
 - (a) Provide and manage secure web-based Lottery/Enrollment platform;
 - (b) Provide and manage secure web-based inventory system for technology equipment;

B. Insurance

- (1) Onward shall maintain General Liability and other appropriate liability insurance on its operations and shall provide an insurance certificate to Charter Holder upon request.

C. Exclusions

- (1) This Agreement includes the services contained herein and does not include any hardware provided by (and at the expense of) Onward or services for the following aspects of technology services: start-up services, academic or instructional program services including policy and procedures enforcement in instructional settings, curriculum development or consulting, student information system (SIS) student enrollment data entry, integrity, review, approval or validation, back-up of locally-maintained User files and documents, school construction-related technology infrastructure installation or wiring, or educator licensing administrative services.

3. Duties of Charter Holder.

- A. Administrative Support.** Charter Holder agrees that it will provide adequate workspace and secure storage space for Onward staff and necessary network infrastructure to adequately perform the specific provisions of this Agreement. Charter Holder agrees that all technology hardware, software and/or support costs associated with the administration of the Charter Holder's computer network are the responsibility of the Charter Holder and the Charter Holder shall, with Onward input, develop



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adequate budget funds to procure and maintain the Charter Holder's computer network and infrastructure. Charter Holder shall define and communicate technology-related needs and desires to Onward for the purpose of effective budgeting, short and long-term technology planning and network security.

- B. Data Validation.** Onward is a technology service provider and therefore cannot validate the efficacy or integrity of data provided by Charter Holder for various purposes, including student enrollment data, student testing data, etc. Charter Holder agrees that it will provide a timely and a thorough review of all data elements provided by Onward to Charter Holder for review. Charter Holder further agrees that timely and effective review and communication are required to ensure that data element corrections are made by Charter Holder, including subsequent reviews, to ensure deadlines imposed by governmental entities are met by Charter Holder through the assistance of Onward.
- C. Network Security.** Charter Holder shall ensure that its employees, contractors or others using the schools network deploy prudent and appropriate security measures and procedures to safeguard the schools information and data, including sensitive data stored on user-issued technology devices. Charter Holder shall implement and enforce prudent Network Security and Acceptable use policies and procedures with its employees, students and visitors (collectively Users) and shall ensure policies and procedures are maintained and enforced by the Charter Holder at all times. Charter Holder shall ensure that security measures are not disabled or circumvented on Users' technology devices. Charter Holder shall communicate timely and appropriately when network security issues or concerns arise.
- D. Intellectual Property.** Charter Holder agrees that the Onward owned documents, software systems, forms, guides, checklists, policies and procedures presented or developed by Onward during the term of this agreement are owned and provided by Onward for the use of the Charter Holder for the term of this agreement and that Onward retains ownership, trademark and copyright of such intellectual property. Upon termination of this Agreement, Charter Holder agrees to negotiate in good faith with Onward for continued or discontinued use of Onward's intellectual property.
- E. Non-Compete.** Charter Holder acknowledges and understands that the employees of Onward are Onward employees and, as such, have signed a binding non-compete agreement that he or she will not solicit or engage the services of Charter Holder, nor have his or her services directly engaged by Charter Holder during his or her employment and for a period of 24 months after employment with Onward. Charter Holder agrees that it shall not hire, offer employment to or seek to employ or do business with Onward employees directly or indirectly for technology-related business, through another service provider or any associated business. If Charter Holder violates this provision, Charter Holder agrees to pay Onward the sum of \$25,000 within one (1) day of termination of this Agreement. Violation of this provision by Charter Holder does not affect or void the non-compete agreement between Onward and its employee(s).
- F. Non-Interference.** Charter Holder agrees that it shall not interfere with Onward's good faith effort of performing the duties set forth in this agreement. Charter Holder, its Board, employees or designees



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shall in good faith support the work of Onward and its employees in its effort to fulfill the obligations set forth in this agreement.

- G. Insurance.** Charter Holder shall procure all prudent and necessary insurance policies covering hardware, network security and data breach risks through a licensed insurance broker, including recommended insurance coverage for network hardware and software, network security, media and data breach related issues (Cyber Liability insurance).

4. Assignment of Onward Staff

- A. Schedule.** Onward will provide both “on-site” and “off-site” tech support persons as scheduled with other on-call response as necessary. Onward employees are shared resources among all Onward client schools.
- B. Reserved Staff.** Onward may at its discretion staff Charter Holder’s facility with other Onward Support staff as necessary to complete projects, provide professional development or general support.

5. Termination of Agreement.

- A. Termination.** Either party shall have the right to terminate this agreement at the end of the term by providing 60 days’ written notice to the other party.
- B.** Upon termination, all assets of the Charter Holder remain the property of the Charter Holder and all assets of Onward remain the property of Onward.

- 6. Remedies.** The rights and remedies of any of the parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise. Monetary payments that are not paid within 30 days after the due date will be subject to interest charges of four percent (4%) per month.

- 7. Compensation.** In exchange for the services provided in this Agreement, Charter Holder will pay Onward \$1,615.00 per month for unlimited Level 2 Support and up to 4 weekly hours of scheduled Onsite Desktop Support beginning on 01-August-2022 and on the first day of each month thereafter, until the termination of the Agreement. At the end of the first year, and for the duration of the second year, the monthly payment shall increase by 5%, and continue to increase by the same percentage for each subsequent year.

- A. Payment terms.** Payment is due within thirty (30) calendar days of the date the invoice is issued. Any amounts not paid when due shall accrue interest at the rate of two (2%) per month (24% per annum) from the due date until paid by the Charter Holder.



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- B. Reserved right.** Onward reserves the right to withhold delivery of any portion of the services until all past due invoices, if any, have been paid in full by Client.
- C. Sales.** The terms of this agreement are for technology support services and do not include repair, hardware, supplies or materials. Onward, in the course of business, may provide repair services or may offer to sell equipment, including software and services, as a reseller, to the Charter Holder at the Charter Holder's discretion to purchase. Onward will provide a bid or proposal for equipment or services not provided within the scope of this Agreement and Charter Holder may choose Onward as a provider for such equipment, software, services or hardware repair work.
- 8. Charter Holder Cooperation.** Charter Holder hereby agrees to provide timely responses to Onward's inquiries concerning the services and equipment. Charter Holder acknowledges that failure to provide timely responses to Onward inquiries may result in delays in the provision of Services and equipment. Onward will be held harmless for damages arising as a result of Charter Holders failure to timely communicate with Onward.
- 9. No Third Party Beneficiary Rights.** No third party, whether a constituent of Charter Holder or otherwise, may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of, Charter Holder or Onward in this Agreement. This Agreement is not intended to create any rights of a third party beneficiary.
- 10. Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties. All prior representations, understandings, and agreements are merged herein and are superseded by this Agreement.
- 11. Section Headings.** The section headings shall not be treated as part of this Agreement or as reflecting the true meaning of the provisions hereof. The reference to section numbers herein shall be deemed to refer to the numbers preceding each section.
- 12. Invalidity of Provisions of this Agreement.** If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.
- 13. Modification or Amendments.** No amendment, change, or modification of this agreement shall be valid unless in writing signed by both Parties hereto.
- 14. Assignment.** Onward may, without consent of the Charter Holder, delegate the performance of but not the responsibility for such duties and obligations of Onward as specifically set forth herein; and (ii) Onward may assign, without the consent of the other party, this Agreement to a successor entity that acquires through a corporate reorganization substantially all of Onward's assets and liabilities.
- 15. Force Majeure.** Neither party will be liable for any provisions of this Agreement not performed due to acts of God, acts of war, civil war, riot, terrorism, sabotage, explosion, embargo, fire, flood, natural



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disaster, accident, labor strike, or other acts, intentional or natural, beyond reasonable control, or with unusual expense.

16. **Official Notice.** Notice required under this Agreement may be given to either party by depositing the same in the United States Mail, postage prepaid, duly addressed to the appropriate contact at the last known address. A facsimile (with confirmation of transmission), or by hand delivery with written confirmation is also appropriate. Notice will be deemed to be given two (2) days after the date of deposit into the United States Postal Service or upon the first date of business on or after the date of facsimile or hand delivery.
17. **Representations.** Each party covenants and represents that it has the full right and authority to enter into this Agreement and to carry out the obligations provided for in this Agreement.
18. **Construction of Agreement.** Notwithstanding choice of law rules, this Agreement shall be construed under the laws of the State of Utah and the parties consent to the jurisdiction of the Third Judicial District Court in and for Salt Lake County, Utah, for all disputes arising hereunder.
19. **Enforcement Costs.** If either party defaults under this agreement, such party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing this agreement.
20. **Jury Trial Waiver.** To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
21. **Copy with same Effect as original.** A copy of this Agreement signed by the Members, whether in electronic or Hard copy form shall have the same effect as an original.

[Signatures on following page]



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

The Ranches Academy

Susie Scherer

Susie Scherer (Sep 9, 2022 15:06 MDT)

Sep 9, 2022

By: Susie Scherer, Director

ONWARD TECHNOLOGY, LLC.

Jarom Roney

Jarom Roney (Sep 9, 2022 14:08 CDT)

Sep 9, 2022

By: Jarom Roney, CEO



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Onward Technology Services, LLC Master Services Agreement

This Master Services Agreement ("MSA") is between Onward Technology Services, LLC, of 12608 S 125 W STE C Draper UT 84020. ("Onward") and Ranches Academy("Client") and shall be effective as of the latest date of the signatures of the parties below ("Effective Date"). The parties agree as follows:

1. SCOPE. This MSA is to govern all services of Onward performed or provided to Client (collectively, the "Services") relating to the Client's computer , system, peripherals, devices which are installed or operated by Client ("System") and all software, equipment, computers, printers, servers, routers and other goods supplied by Onward or that are included in the Services (collectively, the "Products") and replaces all other agreements between the parties. Onward does not obligate itself to provide any Services or Products by this MSA. The scope, terms, and fees of Services or Products will be limited to the activities specified in one (1) or more addendum executed from time to time by both parties electronically or by physical signature referencing this MSA (individually and collectively "Addendum"). If an Addendum for Products or Services is executed by both parties referencing this MSA, the Addendum shall automatically be incorporated in and deemed a part of this MSA. In the event of a direct conflict between the language of this MSA and any Addendum the language of the Addendum shall control except as it relates to warranties, limitations of liability or termination, which are controlled by this MSA.
2. TERM; RENEWAL. The term of this MSA shall begin on the Effective Date and shall continue until one (1) year after the expiration or termination of all Addendum(s). The term of all Addendums shall be, unless otherwise provided by the Addendum, two (2) years ("Initial Addendum Term"), with an annual price adjustment equal to the greater of three percent (3%) or the twelve- (12) month percent change for Consumer Price Index published by the U.S. Bureau of Labor Statistics for US city average for all items (see www.bls.gov/cpi/latest-numbers.htm) measured from the month prior to renewal ("CPI Adjustment"). In addition, if a third-party manufacturer of software embedded within the Services pursuant to an Addendum increases its license fees, Onward will notify Client at least sixty (60) days in advance, and Client shall pay the increased fee.
- a. AUTO-RENEWAL. UPON THE EXPIRATION OF THE INITIAL ADDENDUM TERM, THE ADDENDUM SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE- (1) YEAR TERMS (EACH A "RENEWAL TERM") ON THE SAME TERMS AND CONDITIONS, BUT WITH THE CPI ADJUSTMENT, UNLESS EITHER PARTY NOTIFIES THE OTHER PARTY OF ITS INTENTION TO NOT RENEW THE ADDENDUM NO LESS THAN THIRTY (30) DAYS PRIOR TO THE END OF THE THEN-CURRENT TERM. THE INITIAL ADDENDUM TERM AND EACH RENEWAL TERM SHALL BE COLLECTIVELY REFERRED TO AS THE "ADDENDUM TERM."
- i) THE AUTOMATIC RENEWAL PROVISION IN 2.A SHALL NOT APPLY TO CLIENTS LOCATED IN NEW YORK OR OTHER STATES WHERE AUTO-RENEWAL PROVISIONS ARE RESTRICTED OR REQUIRE AFFIRMATIVE CONSENT THAT IS INCONSISTENT WITH 2.A. IN SUCH STATES, THE ADDENDUM SHALL RENEW ON A MONTH-TO-MONTH BASIS AT THE END OF THE THEN-CURRENT TERM.
- b. **CLIENT MUST INITIAL HERE TO ACCEPT THE AUTO-RENEWAL TERMS.**
3. FEES; SERVICE RATES. Client agrees to pay Onward the fees described in, and in accordance with, the Addendum for the Services or Products provided under that Addendum. Any Services beyond the scope detailed within an Addendum(s), or within the scope of an Addendum but for which Services are required to be performed outside of regular business as described in, and in accordance with, the Addendum ("Business Hours"), or on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day ("Holiday(s)"), or due to unauthorized modifications to System by Client ("Out-of-Scope Work"), shall be billed to Client and Client shall pay for such Out-of-Scope Work according to Onward's then-current rate schedule, which may be modified by Onward with notice to Client. Out-of-Scope Work shall not be provided to Client without written confirmation by either party within thirty (30) days of such request and an invoice may serve as such confirmation. All Onward representations relating to time relating to Out-of-Scope Work are estimates of actual time and not a guarantee or agreement to perform for a fixed fee as time and cost involved may vary based upon issues involving infrastructure, cabling, internet service providers or other third parties, hardware, software, data transfer via LAN or WAN, system speeds, interruptions, corruption, System issues, manufacturer support, warranty, scheduling of Client or third parties and Client-supplied hardware or software. Client may halt Out-of-Scope Work at any time with notice and payment of balance of work performed. Different hourly rates may apply based upon overtime, weekends or Holiday time, different levels of personnel experience, and/or sophistication of work.
4. PRODUCT PURCHASES. Any acquisition, leasing, purchase or licensing ("Acquisition(s)") of Product shall be at a price, delivery date and for Products agreed to by Onward and Client and memorialized in writing, electronically or by email. Onward's invoice for the same shall constitute such written acknowledgment. Notwithstanding the foregoing, delivery dates are based upon the estimates of third parties. Onward shall use commercially reasonable efforts to achieve the delivery date conditioned upon having received payment from Client but failure to meet the delivery date due to the actions of third parties shall not constitute a breach of this Addendum. Client shall pay for Product at agreed upon invoices plus taxes, delivery and freight charges and accordance with terms and conditions of the MSA. Client shall not cancel or withdraw Acquisition of Products from Onward but may pursue return or refund directly with the manufacturer of such Products. Onward may cancel Acquisition of Product for a good reason including, but not



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limited to, Client's nonpayment, a manufacturer change in price, change in delivery expectations, or the unavailability of Product. Onward may deliver the Products to Client's location using the manufacturer's methods for packaging and shipping such Products. Client shall take delivery of the Products within three (3) days of Products having been delivered to the Client's location. Delivery shall be FOB shipping point. Title to Product shall pass on payment by Client.

Client acknowledges and consents to Onward's provision of Products supplied by external manufacturers ("Third-Party Product Manufacturers"). ONWARD IS NOT LIABLE FOR THE ACTIONS OR INACTIONS OF SUCH THIRD-PARTY PRODUCT MANUFACTURERS. ANY CLAIMS THE CLIENT MAY HAVE AGAINST THIRD-PARTY PRODUCT MANUFACTURERS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE RESPECTIVE THIRD-PARTY PRODUCT MANUFACTURER'S USER AGREEMENT OR TERMS OF SERVICE.

5. **PAYMENT.** Unless otherwise stated in an Addendum, payment is due within thirty (30) days of invoice from Onward. Onward may, with notice to Client and ten- (10) day opportunity for Client to cure, suspend or withdraw Products or Services. Onward may, in accordance with the terms described in an Addendum, require Client to pay a reactivation fee to restore Services. Client shall pay any sales, use, excise, or service taxes that might be levied on the Products or Services provided. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either one and one-half percent (1.5%) per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.**
 - a. **Payment Disputes.** If Client disputes any or all fees listed in an invoice, or if Client request to modify any fee amount, Client must submit any such dispute or request in writing to Onward prior to invoice due date, including detail of reason for request or dispute and specific modification requested. Payment for full amount due on invoice must still be received on or before date payment is due, irrespective of dispute resolution status. If, after review, Onward agrees that the disputed amount was not due, a credit for the same amount will be applied against the Service fees for the subsequent month, or a refund will be issued for non-recurring Services.
6. **AUTHORIZED CONTACT PERSON.** Client shall designate up to two (2) authorized contact person(s) ("Authorized Contact") with whom Onward will accept Service-related direction for the Services provided pursuant to each Addendum. In the event that an Authorized Contact is not listed in an Addendum, the Authorized Contact shall be the signatory below. Onward shall accept direction of the Authorized Contact, until Client notifies Onward otherwise together with identifying the new Authorized Contact.
7. **ACCESS.** Onward may access and assess Client's System for the performance of Addendums. Due to such remote access, Onward cannot guaranty security of data of Client. Onward shall use a reputable third-party software to access the System. To the extent Addendum performance is on Client's premises ("Premises"), Client grants Onward the right of ingress and egress. Client is financially liable for any damage to or loss of any Onward-owned equipment occurring while within Client premises, up to the full replacement cost of any such equipment. If Addendum performance is not on Premises, Client shall secure, at Client's cost, any necessary rights of entry or permission necessary for Onward to provide Services at such location(s). Client shall provide Onward with any passwords or keys (virtual or otherwise) that Onward requires in order to provide Products and Services.
8. **WARRANTIES.** If Client is dissatisfied with Onward's Services for any reason during the first ninety (90) days of Services, Client is permitted to terminate an Addendum without penalty and shall be entitled to a one hundred percent (100%) refund of fees paid for Services (but not licenses or Products as set forth in Section 12(d)(iii)) paid through the date of the notice for such Addendum. Client shall elect such remedy by notifying Onward during the initial ninety- (90) day period and pay for license fees set out in Section 12(d)(iii). After the initial ninety (90) days of Services, Onward warrants only that its technicians are qualified to provide the Services. All Services thereafter shall be deemed to be acceptable thirty (30) days following performance. Onward's liability, and Client's sole and exclusive remedy, for a breach of this warranty shall be to terminate the Addendum pursuant to a written notice after providing Onward notice of such breach in writing and a reasonable period of time of at least thirty (30) days to cure such breach. The foregoing remedy shall not be available if Client fails to provide a written notice of such breach within thirty (30) days after delivery of the services to Client. It shall not be a Onward breach if Client, its contractors or agents modified any Onward Products or Services except as authorized by Onward in writing. **ONWARD MAKES NO OTHER SERVICE OR PRODUCT WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. WITH RESPECT TO THIRD PARTY MANUFACTURER OF PRODUCTS OR SERVICES PROCURED BY ONWARD FOR CLIENT, CLIENT SHALL RELY ONLY UPON THE WARRANTY OF THE THIRD-PARTY MANUFACTURER OF PRODUCTS AND THE THIRD-PARTY SERVICES ORGANIZED BY ONWARD FOR CLIENT WITH A THIRD PARTY. CLIENT CAN PURSUE WARRANTY CLAIMS AGAINST THE MANUFACTURER ONLY AS PRODUCTS ARE PROVIDED BY ONWARD "AS IS," WITH ALL FAULTS AND SUBJECT TO ANY LICENSE AGREEMENT.**
9. **LIMITATIONS OF LIABILITY.** ONWARD SHALL HAVE NO LIABILITY FOR ANY SUSPENSION OF SERVICES BASED ON CLIENT'S FINANCIAL BREACH. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS MSA OR ANY ADDENDUM, INCLUDING ANY LOSS OR INTERRUPTION OF DATA,



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TECHNOLOGY OR SERVICES, OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO ONWARD FOR THE SERVICES (BUT NOT PRODUCTS) DURING THE SIX (6) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL NOT APPLY TO CLAIMS MADE WITHIN THE AVAILABLE COVERAGES OF ONWARD'S PROFESSIONAL LIABILITY INSURANCE, BUT ONLY TO THE EXTENT OF SUCH COVERAGE. ONWARD IS NOT REQUIRED TO DISPUTE ANY INSURANCE COVERAGE DETERMINATIONS MADE BY ITS CARRIER. ONWARD SHALL NOT BE LIABLE FOR DELAY IN PERFORMANCE OR NONPERFORMANCE OF ANY TERM OR CONDITION OF THIS MSA DIRECTLY OR INDIRECTLY RESULTING FROM LACK OF FULL AND FREE ACCESS TO SYSTEM OR PREMISES. NOTWITHSTANDING THE FOREGOING, ONWARD SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH WERE CAUSED OR WOULD HAVE BEEN PREVENTED BY PRODUCTS OR SOFTWARE OFFERED TO CLIENT BY ONWARD FOR WHICH CLIENT DECLINED OR DELAYED OR FOR THE INTENTIONAL CRIMINAL ACTS OF THIRD PARTIES. THIS LIMITATION OF LIABILITY REPRESENTS A BARGAINED FOR EXCHANGE AND IS A MATERIAL COMPONENT TO THE CALCULATION OF FEES BY ONWARD.

10. INDEMNIFICATION. Each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this MSA. Wrongful misconduct shall include infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work.

11. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY. Client shall be responsible for software licenses for software installed on the System and warrants Client is authorized to use all software installed or stored on the System and, upon request will provide evidence of licenses to Onward. Onward shall not be required to provide Services for any portion of the System on which unlicensed software is installed. Each party owns and retains all intellectual property rights in and to its works of authorship, plans, software or software modifications which may not be distributed or sold by the other in any form or manner. Client may use and modify any

intellectual property provided to Client by Onward pursuant to this MSA, provided Client (i) does not infringe upon the intellectual property rights of any third party, (ii) does not reverse engineer Onward's intellectual property, and (iii) does not negatively impact the security or integrity of any of Onward's equipment, or Onward's provision of Services. Each party's limited right to use the other party's intellectual property as described herein automatically terminates upon the earlier of the termination of an applicable Addendum or this MSA. Any and all written material created by Onward or Client and produced during the course of this Agreement, and which pertains to the preexisting works owned by Onward shall not be considered a "work for hire," and shall remain entirely and exclusively under the ownership of Onward. Client is acquiring the Product from Onward as a reseller for a third-party manufacturer. All restrictions, and other terms pertaining to the Product are found only in the applicable agreement provided with the Product by the third-party manufacturer of the Product (the "License Agreement"), and such License Agreement is only between Client and the third-party manufacturer of the Product.

a. Third-Party Service Providers. Client acknowledges and consents to Onward's use of external solutions and service providers in delivering certain managed Services ("Third-Party Service Providers"). ONWARD IS NOT LIABLE FOR THE ACTIONS OR INACTIONS OF SUCH THIRD-PARTY SERVICE PROVIDERS. ANY CLAIMS THE CLIENT MAY HAVE AGAINST THIRD-PARTY SERVICE PROVIDERS WILL BE SUBJECT TO THE TERMS AND CONDITIONS OF THE RESPECTIVE THIRD-PARTY SERVICE PROVIDER'S USER AGREEMENT OR TERMS OF SERVICE.

12. TERMINATION.

- a. Cause. Either party may terminate an Addendum for a material breach of the performance obligations hereunder ("Cause") by first providing the other party thirty (30) days' written notice setting forth the basis for such proposed Cause and an opportunity to cure. If the basis of the Cause is not remedied within the thirty- (30) day written notice period, the particular Addendum for which the Cause existed may be terminated by the nonbreaching party. Onward may, in addition to any other remedy, terminate or suspend Products or Services if Client fails to make timely payment within fifteen (15) days of written notice. Termination of an Addendum for any reason shall not constitute termination of this MSA, which shall remain in effect through the remainder of its term, and until one (1) year after the expiration of all incorporated Addenda herein.
- b. Equipment Removal. Upon termination of an Addendum for any reason, Client shall provide Onward with access, during normal business hours, to Premises (or any other locations at which Onward-owned equipment is located) to enable Onward to remove all Onward-owned equipment (if any) from Premises.
- c. Transition. If Client requests Onward's assistance to transition to a new service provider and all fees due and owing to Onward under this MSA are paid by Client, Onward shall provide such assistance with transition fees billed in normal invoice manner at Onward's then-current hourly rate. Onward shall have no obligation to store or maintain any Client data in Onward's possession or



control for more than ten (10) days following the expiration or termination of an applicable Addendum. Onward shall be held harmless for and indemnified by Client against any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, Onward's deletion of Client data beyond the time frames described in this Section.

- d. Early Termination and Reimbursement of Costs. An Addendum may be terminated early by either party by submitting written notice of the intent to terminate the Addendum to the other party, at least sixty (60) days in advance of the termination date. If the termination is by Client and not for Cause or is by Onward and resulting from a breach by Client, Client shall pay:
- i) a termination fee equal to fifty percent (50%) of the average fees paid by Client per month over the prior twelve (12) months for each month remaining in the Addendum Term unless the termination occurs during the first ninety (90) days of the Term (during which no termination fee shall be applicable);
 - ii) any unpaid monthly fees due through the termination date of the Addendum; and
 - iii) all amounts for Products, vendor service and equipment commitments made by Onward in order to provide Services to Client for (a) the remainder of the Term, or (b) the termination fees required by Onward to terminate such commitments, whichever is less. Some vendors, i.e. Microsoft, do not allow early termination of license fees and Client understands and consents to payment of the licenses for the remainder of the license term.

13. CONFIDENTIALITY.

- a. Defined. Confidential Information shall mean any and all non-public information provided to Onward by Client, including but not limited to Client's customer data, personally identifiable information, employee information, customer lists, internal Client documents, and related information. Confidential Information shall not include information that: (i) has become part of the public domain through no act or omission of Onward, (ii) was developed independently by Onward, or (iii) is or was lawfully and independently provided to Onward prior to disclosure by Client, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information. Copies of an Addendum, proposals, written recommendations and assessments are not permitted to be shared or disclosed to any third party, except for when required for reasons related to legal compliance and with the written consent of Onward.
- b. Use. Onward shall keep Client's Confidential Information confidential and shall not use or disclose such information to any third party for any purpose except as needed to perform hereunder. If Onward is required to disclose the Confidential Information to any third party, then Onward shall ensure that such third party is required, by written agreement, to keep the information confidential under terms that are at least as restrictive as those stated in this Section.
- c. Due Care. Onward shall exercise the same degree of care with respect to the Confidential Information it receives from Client as Onward normally takes to safeguard and preserve its own confidential and proprietary information,

which in all cases shall be at least a commercially reasonable level of care.

- d. Compelled Disclosure. If Onward is legally compelled by subpoena or similar process to disclose Confidential Information, Onward shall notify Client in writing so that Client may seek a judicial remedy. Onward will cooperate, at Client's expense, with Client efforts to obtain judicial relief. Failing Client securing judicial relief, Onward may disclose, without liability hereunder, that portion of the Confidential Information that it is legally compelled to disclose.
- e. Onward Information. Client shall not disclose information provided to Client by Onward relating to proposals, pricing or deliverables of Onward to Client.
- f. Disclosure of Client Affiliation. Onward may disclose the existence of this relationship to any prospective client.

14. MISCELLANEOUS.

- a. Assignment. This MSA may not be assigned or transferred without the prior written consent of the other party. This MSA shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Onward may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- b. Amendment. No amendment or modification of this MSA or any Addendum shall be valid or binding upon the parties unless such amendment or modification specifically refers to this MSA, is in writing, and is signed by each party.
- c. Severability. If any provision hereof or any is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this MSA or any shall be valid and enforceable to the fullest extent permitted by applicable law. Such unenforceability shall not affect any other provision of this MSA, and the MSA shall be construed as if such an unenforceable provision or provisions had never been included in this MSA.
- d. No Waiver. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this MSA, the temporary or recurring waiver of any term or condition of this MSA, or the granting of an extension of the time for performance, shall not constitute an MSA to waive such terms with respect to any other occurrences.
- e. Merger. This MSA, together with Addendums incorporated by the parties into the MSA, sets forth the entire understanding of the parties and supersedes prior agreements related to the Services or Products. Any document that is not expressly and specifically incorporated into this MSA shall act only to provide illustrations or descriptions of Services to be provided and shall not act to modify this MSA or provide binding contractual language between the parties.
- f. Force Majeure. Onward shall not be liable to Client for delays or failures to perform its obligations under this MSA or any Addendum because of circumstances beyond its reasonable control. Such circumstances include, but shall



not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, epidemic, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the reasonable control of Onward.

- g. **Placement Fee.** Client agrees that during the term of this MSA and for a period of one (1) year following the termination of this MSA, Client will pay Onward the Placement Fee (defined below) for, individually or in conjunction with others, hiring or retaining, directly or indirectly any of Onward's employees or subcontractors ("Onward Resource") in order to compensate Onward for the internal and external costs of recruitment, interviewing, placement expenses, training, certification and other efforts of Onward relative to such person. "Placement Fee" means fifty percent (50%) of that employee or subcontractor's annualized compensation with Onward (including any bonuses) which shall be due and payable fifteen (15) days following Client's hiring of Onward Resource.
- h. **Governing Law; Venue.** This MSA shall be governed by, and construed according to, the laws of the State of New York. Client hereby irrevocably consents to the exclusive jurisdiction and venue in the state and federal courts of the State of New York for any and all claims and causes of action arising from or related to this MSA. Other than for payment obligations of Client for Products or Services provided pursuant to this MSA or incorporated Addendum, no action or other proceeding of may be commenced by either party more than one (1) year after the date of the breach or event giving rise to the claim; failure to make such a claim within such one- (1) year period shall forever bar the claim.
- i. **Cyber Insurance.** Client should, at Client's expense, maintain cyber insurance covering Client's System with financially sound and reputable insurers. Upon request, Client will provide Onward with a certificate of insurance from Client's insurer evidencing the insurance coverage.

Onward shall maintain professional liability insurance, including technology errors and omissions and cyber incident response coverages, with limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate and will provide Client with a certificate of insurance evidencing the insurance coverage.

- j. **No Third-Party Beneficiaries.** The Parties have entered into this MSA solely for their own benefit and intend no third party to be able to rely upon or enforce any part of this MSA.
- k. **Notices.** Generally, notices and communications may be exchanged between the parties by electronic mail ("email"), provided that the emails are sent by the sender to the last known email address of the recipient. Notwithstanding the foregoing, notices relating to a material breach or termination of this MSA or any Addendum, must be sent in writing. Email shall be deemed delivered one (1) business day after the email is sent to the recipient; written notice shall be deemed delivered three (3) business days after such notice is deposited in the United States Mail, first class and return receipt requested, or one (1) day following delivery when sent by FedEx to the addresses set forth in the opening paragraph of this MSA, or to such other address(es) as the parties may designate from time to time.
- l. **Independent Contractor.** Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other. Onward may subcontract part or all of the Services to one (1) or more third parties provided, however, that Onward shall be responsible for, and shall guarantee, all work performed by any Onward-designated subcontractor as if Onward performed such work itself. Notwithstanding the foregoing, Onward shall not delegate or subcontract any Services that are expressly designated as being non-delegable by Client in an Addendum.
- m. **Captions.** All captions, headings and subheadings in this MSA are included for reference only, and in no way define or otherwise modify the terms of this MSA.

AGREED AND ACCEPTED:

Date:

Date:

Onward Technology Services, LLC:

Client: Ranches Academy

By: _____

By: _____

Print Name / Position:

Print Name / Position:

Chad Davis COO

Managed Services Addendum

This Managed Services Addendum ("Addendum") entered into as of September 1, 2026 ("Addendum Effective Date") is incorporated into and made a part of the Master Services Agreement ("MSA") dated September 1, 2026 by and between Onward Technology Services, LLC ("Onward") and Ranches Academy ("Client"). The parties agree:

- ☐ Capitalized terms have the meaning set forth in the MSA or herein. Services pursuant to this Addendum shall commence on September 1st, 2026 ("Effective Date").
- ☐ Client must accept the terms of this Addendum by the following date: August 31st, 2026 ("Expiration Date"). If the Addendum is not signed by the Expiration Date, the terms shall expire and may be subject to changes in Scope or fees.
- ☐ Onward shall provide the following included Services (but not Services listed as excluded):

Service Offering	Included or Excluded
● Unlimited Remote and On-Site Reactive Support for IT infrastructure ● Reactive support is work done to fix a broken or malfunctioning system ● Escalation to vendors including: application software, IT equipment, telecom, and business machines. See Client obligations in Section 5 for limitations on reactive support for unsupported software & equipment. ● Priority Escalation for VIP users ● Unlimited Requests during business hours ● Requests are adds, moves, and changes up to 4 hours on existing hardware & software ● Requests requiring more than 4 hours may not be broken up into 4-hour blocks. ● Business hours are Monday – Friday 8AM-5PM excluding company holidays ● After-hours requests are completed at billable rates	
● Network Management – Server Management ● Patch management including whitelisting, blacklisting, and deployment ● Cloud IaaS management ● Hypervisor management and software upgrades ● Network device firmware management and upgrades ● Storage device maintenance and upgrades ● VPN Management ● Technology Vendor Management ● Management of technology vendors including ISP, line-of-business software, and business machines ● Cloud-based email management (Office 365, Google Workspace) ● Cloud-based phone system management ● Access to Onward Client Success Manager and VCIO ● Once-per-year meeting at client office with VCIO ● Quarterly meetings CSM ● Project Planning ● Access to the following reporting portals ● Documentation portal access ● Reporting portal access ● Server monitoring, maintenance, & patching ● 24x7 Monitoring of Windows up/down, event logs, disk space, CPU, memory, etc. ● Operating system patches once per month ● Workstation monitoring, maintenance, & patching ● 24x7 Monitoring of disk space, CPU, memory, software inventories, etc. ● Operating System patching once per week ● 3rd Party patching by Ninite – Windows devices only ● 24x7 Time-Series Monitoring on critical non-Windows Devices (LogicMonitor) ● Time-series monitoring with 1-year of data retention ● Monitored devices include: Virtualization hypervisors, storage devices, firewalls, layer-3 switches, and routers ● Threshold monitoring and alerting based on OEM vendor recommendations	Included
● Scheduled Onsite / In-person technical support (Tier1) ● Onsite visits are designed to support instructional continuity, staff productivity, and the reliable operation of classroom and administrative technology systems ● Onsite support can be scheduled in 4-hour blocks. One weekly onsite visit is included. Additional onsite blocks of time can be purchased for \$1000/4 hour block. ● Included 1 – 4 hour Blocks	Included
● Cyber Security Suite	Excluded but can

- One anti-spam license per supported user - One anti-phishing training and testing license per supported user - One next-generation AV license per supported user and per supported server - Anti-ransomware software - One threat hunting license per supported user - One O365 cyber-protection license per supported user - One 2FA license per supported user - Quarterly vulnerability scanning of Single WAN IP or WAN IP block (up to 8 WAN IPs)	be purchased by device or user
Cloud-based email licensing	Excluded
Data Analytics, DBA Services, and Business Intelligence Services	Excluded
Colocation and Infrastructure-as-a-Service	Excluded
Local and offsite backup licensing and cloud storage fees	Excluded
SIEM Management for supported SIEM products	Excluded
Hard drive data recovery or destruction	Excluded

- ☐ The following Products are being provided to Client by Onward for the corresponding fee:

Description of Product	Per User	Fee

- ☐ Client shall pay \$1150.00 Tier 2 Services (Network and Server) and \$1000.00 for scheduled onsite technical Tier 1 support (\$2150.00 total monthly). Hourly fees for Services outside the Scope of this Addendum shall be provided in accordance with the rate schedule in Exhibit B. Client shall pay a non-recurring initial set up fee of \$0.
- ☐ Client shall further:
- Provide and maintain an environment meeting Product specifications;
 - Provide the information sufficient for monthly electronic prepayment unless payment is by physical check;
 - Limit access to Personally Identifiable Information ("PII"), and, where feasible, segregate PII data sets within internal System networks to provide access only to Client employees with need to access PII;
 - Pay a reactivation fee equal to the lesser of five hundred dollars (\$500) or fees for one (1) month of Services associated with this Addendum to restore Services if Services or Products are suspended or withdrawn for nonpayment or breach;
 - Provide remote access to Product, communication lines, HVAC, light, and power at no charge;
 - Provide broadband internet access and remote access to Client's System and cabling to support such access;
 - Appoint a trained Client representative familiar with the correct operation of the products and available to Onward to assist with Services hereunder;
 - Independently back up System at least monthly and store backup off site;
 - Allow installation of monitoring, remote access and any other reputable third-party software deemed necessary by Onward to maintain and support the systems covered hereunder;
 - Be responsible for training Client employees with respect to cyber security issues (i.e. antivirus and malware protection, phishing avoidance, proper handling of spam, protection from hacking, worms, Trojan horses, trapdoors and other third-party criminal acts);
 - Prohibit access to System by a device not covered by this Addendum;
 - Either prior to or immediately after, advise Onward of Client employee terminations;
 - Subscribe and keep current maintenance/support agreements with the manufacturer of the Products supported and allow Onward to contact the manufacturer on Client's behalf;
 - Be responsible for any additional hosting charges incurred by the addition of Onward-owned site equipment;
 - With respect to software of third-party manufacturer provided to Client through Onward, further:
 - Maintain sufficient licensing for all Products and frequent and adequate backup copies of data (i.e. operating system, application, and data files) on suitable media;
 - Agree to third-party manufacturer licensing terms (i.e. Microsoft), including under the Microsoft New Commerce Experience program, and such terms are incorporated into this Addendum by reference;
 - Make Onward "Partner of Record" or equivalent with such third-party manufacturer in Client's service portal or equivalent;
 - Consent to licenses purchased under this Addendum as non-refundable, non-resaleable, and non-transferable;
 - Pay Onward (even if Client secures another service provider) for the number of initial or additional licenses Client requests for the entire term or renewal term of the third-party manufacturer in accordance with such third-party manufacturer's current policies and pricing (which may be changed by the third-party manufacturer) and any price increase or additional charges implemented by such third-party manufacturer, which shall be reflected on Client's account and charged to Client accordingly and are required to pay for such licenses in full until the expiration of the license terms;
 - Not decrease, cancel or transfer licenses at any time; and

- 7) Add additional licenses pursuant to the foregoing and subject to all the terms of this Addendum and shall renew or expire as though purchased as of the Addendum Effective Date.

☐ Additional Terms

- a. The number of users, devices, servers and sites will be audited monthly and associated fees may be increased or decreased, with the original number of such users, devices, servers, sites being the minimum count. [User, device, and server counts may not be reduced if third-party software manufacturer prohibits reduction (i.e. Microsoft 365) or by more than ten percent (10%) even if third-party manufacturer does permits reduction];
- b. Onward is not under any obligation to undertake any sort of facility security relative to any Services described in this Addendum;
- c. The Services described in this Addendum will be performed between [8:00 a.m. to 5:00 p.m. Mountain Time, Monday-Friday] (Business Hours).
- d. Any Services outside the scope of this Addendum are excluded and may be supplied by Onward pursuant to the MSA at its regular billing rates listed below or pursuant to a separate addendum relating to the project. Examples of professional services excluded are:
 - 1) Project work entailing modifications or changes requiring four (4) or more labor hours for Onward to implement
 - 2) Consumables, cabling, hardware repair and/or replacement of Client-owned equipment, mass software deployments, ISP changes and upgrades, major System upgrades, network changes, device deployments and upgrades, data center relocation or new data center setup;
 - 3) Procurement of cell phones, iPads, paper, printer ink or toner, and other office supplies;
 - 4) Physical repair of printers, monitors, system boards, hard disks, peripherals, and electrical components; maintenance of legacy on-prem phone systems (PBX), installation or maintenance of unlicensed or illegal software, office furniture maintenance or installation, low- and high-voltage electrical cabling, online computer training, computer recycling, application development or management or maintenance;
 - 5) Project management;
 - 6) Implementation or expansion of systems to new location, including relocation of server-room infrastructure;
 - 7) Other services which are impractical for Onward, such as, alteration of products (i.e., custom programming);
 - 8) Personal devices of employees unless used on behalf of Client and managed with Onward-provided mobile device management software;
 - 9) Services to remediate issues related to upgrades, configuration changes, customizations performed by Client, and/or cyber security breaches.
 - 10) Software or licensing compliance or audits;
 - 11) Services related to Client use of software that is no longer supported by its manufacturer;
 - 12) Payment of ransom fees;
 - 13) Rebuild of System following a cyber event.

Onward Technology Services, LLC:

Client: Ranches Academy

By _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

EXHIBIT A – MANAGED SERVICES GLOSSARY

Blacklisting: Blocking specific applications, websites, or IP addresses to prevent unauthorized or potentially harmful activities within Client network or System.

Cloud IaaS Management: Oversight and administration of Infrastructure as a Service (IaaS) cloud resources, including provisioning, configuration, and maintenance of virtual servers, storage, and networking.

Cloud-Based Email Management (Office 365, Google Workspace): Administration and support of cloud-based email services, including user account management, security configurations, and troubleshooting for Office 365 and Google Workspace.

Cloud-Based Phone System Management: Management and support of cloud-based phone systems, including configuration, user management, and troubleshooting to maintain effective communication channels.

Documentation Portal: Centralized platform for storing and accessing technical documentation, guides, and manuals related to systems, devices, and procedures.

Hypervisor: A program that allows a computer to host and manage one or more virtual machines, enabling multiple operating systems to run concurrently on a single physical machine.

Hypervisor Management and Software Upgrades: Administration of hypervisor platforms, including the installation of software upgrades and patches to maintain virtualized environments.

Management of Technology Vendors Including ISP, Line-of-Business Software, and Business Machines: Onward will coordinate with technology vendors to manage Client's service agreements, troubleshoot issues, and maintain optimal performance of internet services, specialized software, and business hardware.

Network Device Firmware Management and Upgrades: Regular updates and maintenance of firmware on Client network devices to enhance functionality, security, and performance.

Operating System Patching: Installation of updates and patches to Client operating systems to address security vulnerabilities, improve performance, and add new features.

Patch Management: Systematic process of identifying, acquiring, testing, and deploying software updates to various systems and applications to keep them up-to-date and secure.

Project Planning: Onward will work with Client to define project objectives, scope, timelines, and resources to organize and manage tasks effectively, ensuring successful project execution.

Reporting Portal: Platform that provides access to various reports and analytics, offering insights into system performance, security, and other key metrics.

Server Monitoring, Maintenance, & Patching: Continuous observation and upkeep of Client server systems, including applying patches and updates to maintain performance and security.

Storage Device Maintenance and Upgrades: Routine maintenance and upgrading of Client storage devices to maintain data integrity, availability, and improved performance.

Technology Vendor Management: Coordination and oversight with technology vendors to manage contracts, service levels, and issue resolution.

Threshold Monitoring and Alerting: Monitoring Client System metrics against predefined thresholds and generating alerts when thresholds are crossed to address potential issues promptly.

Virtual CIO: A service providing strategic IT leadership and planning, similar to the role of a Chief Information Officer, but delivered remotely or on a part-time basis.

Virtualization Hypervisors, Storage Devices, Firewalls, Layer-3 Switches, and Routers: Management and maintenance of virtualized Client environments, storage solutions, security devices, and network infrastructure components to optimize performance and security.

VPN Management: Configuration, monitoring, and support of Virtual Private Network (VPN) services to provide secure remote access to organizational resources.

Whitelisting: Allowing only approved applications, websites, or IP addresses to run or be accessed within a network or system, blocking all others by default.

Workstation Monitoring, Maintenance, & Patching: Continuous oversight, routine maintenance, and patch application for Client workstations to keep them secure and operating efficiently.

Cyber Security Services

2FA (Two-Factor Authentication): An authentication method that requires two forms of verification, typically something the user knows (like a password) and something they have (like a smartphone), to access a system.

Anti-Phishing: Solutions designed to detect and prevent phishing attempts, protecting Client users from fraudulent emails and websites that seek to steal sensitive information.

Anti-Ransomware Software: Security software specifically designed to detect, block, and mitigate ransomware attacks, protecting Client data from being encrypted and held for ransom.

Anti-Spam: Software or services that identify and block unsolicited or unwanted email messages, reducing the volume of spam emails in Client inboxes.

Anti-Virus (AV): Software that detects, prevents, and removes malicious software (malware) such as viruses, worms, and trojans from Client devices or networks.

Quarterly Vulnerability Scanning of Single WAN IP or WAN IP Block (up to 8 WAN IPs): Regular scans conducted on a quarterly basis to identify and assess vulnerabilities in a single WAN IP or a block of up to 8 WAN IPs, helping to detect and address potential security weaknesses.

Available Add-On Services

Cloud-Based Email Licensing: Onward will provision and manage paid licenses for cloud-based email services, such as Office 365 or Google Workspace, enabling users to access and use email and related applications.

Colocation and Infrastructure-as-a-Service: Hosting Client-owned servers and equipment in a third-party data center (colocation) and providing virtualized computing resources over the internet (Infrastructure-as-a-Service) to support business operations.

Data Analytics, DBA Services, and Business Intelligence Services: Services that involve analyzing data to extract actionable insights, managing databases (Database Administration), and developing business intelligence solutions to support informed decision-making.

Hard Drive Data Recovery or Destruction: Services that involve recovering lost or inaccessible data from damaged or failed hard drives and securely destroying data on hard drives to prevent unauthorized access or data breaches.

Local and Offsite Backup Licensing and Cloud Storage Fees: Costs associated with licensing for local and offsite backup solutions, including fees for storing data in the cloud to protect against data loss and facilitate recovery.

SIEM Management for Supported SIEM Products: Administration and maintenance of Security Information and Event Management (SIEM) systems, including monitoring, analyzing, and responding to security events and incidents for supported SIEM products.

EXHIBIT B – RATE SCHEDULE

Hourly rates for professional Services provided under this Addendum are below. Rates are subject to change with sixty- (60) day notice to Client.

Rate Description	Price/Hour
Business Hours Technician	\$95
Business Hours L3 Engineer	\$225
Project Manager	\$140
After-Hours Technician	\$150
After-Hours Engineer	\$210



1103 N 1600 W, Layton, UT 84041 | 833.758.7300 | etscorp.com

Quote

Quote #20015-1-A

Proposal Summary

Prepared by:

Scott Wesemann
ETS Corp
801-615-1859
<https://etscorp.com>

Prepared for:

Stephanie Colson
The Ranches Academy

Quote information:

Quote #20015-1-A
Prepared on: 8/23/2026
Expires: 9/22/2026

Onboarding Project w/ ETS DC

One-time costs

Name	Description	Quantity	Unit Price	Tax	Price
Pulseway					
ITMS Labor Pulseway Remote Monitoring & Management Software Installation		4	\$95.00	\$0.00	\$380.00
IT Infrastructure & Credential Documentation					
ITMS Labor Discovery & Documentation of The Ranches Academy's IT Environment - Recording of Network Hardware and Software Assets - Gather & Securely Record Admin Credentials, Vendor Accounts		5	\$95.00	\$0.00	\$475.00
Administrative Password Rotation					
ITMS Labor Update Identified Administrative Credentials - Review of Admin Credentials - Rotate Admin Passwords - Record Credentials in CDMS		5	\$95.00	\$0.00	\$475.00
Sophos XGS 2100 Firewall Bundle					
Sophos XGS 2100 Firewall Appliance		1	\$2,479.50	\$0.00	\$2,479.50
Sophos XGS 2100 - Network Protection 36 Month License		1	\$2,376.00	\$0.00	\$2,376.00
Sophos XGS 2100 - Enhanced Support 36 Month License		1	\$1,118.99	\$0.00	\$1,118.99
Sophos 10-GbE SFP+ Flexi Port Module		1	\$1,183.50	\$0.00	\$1,183.50
SM SFP+ Transceivers (Pair)		1	\$40.00	\$0.00	\$40.00

Name	Description	Quantity	Unit Price	Tax	Price
3' OS2 Fiber Patch Cable		1	\$15.00	\$0.00	\$15.00
ITMS Labor Configure Firewall - Create Logically Separated Guest Network Rack Sophos Firewall In Onsite Rack		6	\$95.00	\$0.00	\$570.00
ITMS After-Hours Labor Cutover to New Firewall - Migrate Network to XGS Firewall - Test and Verify Firewall Services *This Cutover Will Require A Network Outage That Will Last 1-2 Hours That Will Be Coordinated with Leadership		3	\$142.50	\$0.00	\$427.50
Sophos XGS 2C 4G Firewall Bundle					
Sophos XGS Virtual Firewall - 2 Core 4GB		1	\$1,195.00	\$0.00	\$1,195.00
Enhanced Support - 36 Month License		1	\$324.00	\$0.00	\$324.00
Network Protection - 36 Month License		1	\$1,645.87	\$0.00	\$1,645.87
ITMS Labor Pre-Configure Firewall		6	\$95.00	\$0.00	\$570.00
Virtual Machine Standup					
ITMS Labor Coordinate with Onward MSP to Obtain Copies of The Ranches Academy's Virtual Machines - Stand Up Virtual Machines In ETS' Datacenter - Verify Successful Deployment - Document New Environment		15	\$95.00	\$0.00	\$1,425.00

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:	\$14,700.36
Tax:	\$0.00
Total:	\$14,700.36

Monthly recurring costs — IT Managed Services

Hourly Rate	Year 1 Jul 2026 – Jun 2027	Year 2 Jul 2027 – Jun 2028	Year 3 Jul 2028 – Jun 2029
Support Calls & Work Orders 8:30 AM – 5:30 PM	\$125.00	\$130.00	\$135.00
*After Hours 5:31 PM – 8:29 AM	\$188.00	\$195.00	\$203.00

Year 1: July 2026 – June 2027

Services and Products	Monthly	Quarterly	Annual Total
ETS Cloud/Endpoint Security Suite	\$400.00	—	\$4,800.00
ETS Proactive Security Suite	\$440.00	—	\$5,280.00
Maintenance & Monitoring of Core Network	\$1,000.00	—	\$12,000.00
ETS Cloud-Hosted Unifi Controller (1 location, 29 Devices)	—	\$75.00	\$300.00
SSL Encryption Management (Up to 5 Licenses)	\$45.00	—	\$540.00
ETS Backup & Disaster Recovery (\$175/TB/QTR)	—	Per Use	—
ETS Hosting and Co-Location Services	\$300.00	—	\$3,600.00
8 Hours Monthly Service	\$560.00	—	\$6,720.00
IT Managed Services - Total	\$2,745.00	\$75.00	\$33,240.00

Year 2: July 2027 – June 2028

Services and Products	Monthly	Quarterly	Annual Total
ETS Cloud/Endpoint Security Suite	\$400.00	—	\$4,800.00
ETS Proactive Security Suite	\$440.00	—	\$5,280.00
Maintenance & Monitoring of Core Network	\$1,060.00	—	\$12,720.00
ETS Cloud-Hosted Unifi Controller (1 location, 29 Devices)	—	\$75.00	\$300.00
SSL Encryption Management (Up to 5 Licenses)	\$45.00	—	\$540.00
ETS Backup & Disaster Recovery (\$175/TB/QTR)	—	Per Use	—
ETS Hosting and Co-Location Services	\$318.00	—	\$3,816.00
8 Hours Monthly Service	Review	—	—
IT Managed Services - Total	\$2,263.00	\$75.00	\$27,456.00

Year 3: July 2028 – June 2029

Services and Products	Monthly	Quarterly	Annual Total
ETS Cloud/Endpoint Security Suite	\$400.00	—	\$4,800.00
ETS Proactive Security Suite	\$440.00	—	\$5,280.00
Maintenance & Monitoring of Core Network	\$1,124.00	—	\$13,483.00
ETS Cloud-Hosted Unifi Controller (1 location, 29 Devices)	—	\$75.00	\$300.00
SSL Encryption Management (Up to 5 Licenses)	\$45.00	—	\$540.00
ETS Backup & Disaster Recovery (\$175/TB/QTR)	—	Per Use	—
ETS Hosting and Co-Location Services	\$337.00	—	\$4,045.00
8 Hours Monthly Service	Review	—	—
IT Managed Services - Total	\$2,346.00	\$75.00	\$28,448.00

*After-Hours rate applies to support calls and work orders performed outside of standard business hours (8:30 AM – 5:30 PM). "Review" indicates pricing for the 8 Hours Monthly Service block will be reassessed prior to the start of that contract year.

Quarterly recurring costs

Name	Description	Quantity	Unit Price	Price
Pulseway				
ITMS - RMM Software		1	\$0.00	\$0.00
Pulseway RMM will be calculated quarterly and invoiced on The Ranches Academy's monthly invoice at \$44/per 5 Installations.				
ETS Hosted Service - Quarterly Recurring Charge				
ITMS - Off-Site Backup Replication (Monthly)		1	\$175.00	\$175.00

Quarterly Subtotal: \$175.00
Tax: \$0.00
Total: \$175.00

ETS Corp

Name: Scott Wesemann

The Ranches Academy

Signature:

Name: Stephanie Colson

Change Order Procedure

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.
