

This MASTER SERVICES ADDENDUM (“Addendum”) 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 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 the existing 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 the applicable **Exhibit B** (which contains, generally, additional terms applicable to the services and pricing, which is required to be executed by the parties) attached to this Addendum 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 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:

1. Addendum. With respect to the performance of services to be provided by ETS to Client, this Addendum supersedes any prior agreement, letter of intent, or understandings (whether written or oral) between the Parties. Except as set forth in this Addendum, all other terms of the MSA shall remain unchanged.

2. Term. The Term of this Addendum and services shall begin on the Effective Date as referenced in **Exhibit B** and remain in effect until terminated in accordance with the MSA (“Term”).


3. Cost of Services; Alternative Billing. The Parties agree that Exhibit B of the original Service Agreement is replaced in its entirety by Exhibit B of this Addendum.

IN WITNESS WHEREOF, this Service Agreement Addendum is hereby executed as of the date indicated below:

[Signature Page Follows]

ACCEPTED AND AGREED:

ETS: Eminent Technical Solutions

Signature: 
Scott Barrett (Oct 25, 2022 16:01 MDT)

Print Name: Scott Barrett

Title: COO

Date: Oct 25, 2022

CUSTOMER: HighMark Charter School

Signature: 
Shawn Miehke (Oct 25, 2022 14:54 MDT)

Print Name: Shawn Miehke

Title: Director

Date: Oct 25, 2022

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 - HighMark Charter School



A.	IT Managed Services	Term Length	YEAR 4: 10/01/2022 - 09/30/2023			YEAR 5: 10/01/2023 - 09/30/2024		
			24 Months	Rate	Estimated Monthly Amt	Estimated Yearly Amt	Rate	Estimated Monthly Amt
	Maintenance Services							
1	Maintenance and Support of the Core Network (see Exhibit A)			\$ 2,200.00	\$ 26,400.00		\$ 2,300.00	\$ 27,600.00
2	ETS Onsite Contracted Hours Bundle (32 hours) Days and Times TBD			\$ 1,000.00	\$ 12,000.00		\$ 1,000.00	\$ 12,000.00
3	Monthly Support Calls/Work Orders 8:30am-5:30pm			\$ 95.00			\$ 100.00	
4	After Hours Billing Rate 5:31pm-8:29am*			\$ 142.50			\$ 150.00	
	Core Network Products and Licensing	24 Months	Annual Billing Date			Annual Billing Date		
5	Firewall Annual Subscription		July		\$ 1,000.00	July		\$ 1,000.00
6	ETS Off-site Backup Annual Subscription (2022 Paid Amount: \$1250 for 1.8TB)		July		(\$700/TB)	July		(\$700/TB)
7	ANNUAL SSL Encryption Renewal with Management (Includes up to 5 licenses)		July		\$ 600.00	July		\$ 600.00
8	ETS Cloud-Hosted Unifi Controller - up to 30 devices		July		\$ 500.00	July		\$ 500.00
9	Annual RMM Software (Servers)		July		\$ 384.00	July		\$ 384.00
10	Aspire Mailer Service		July		\$ 240.00	July		\$ 240.00
				Estimated Totals:			Estimated Totals:	
	Total IT Managed Services			\$3,200.00	\$41,124.00		\$3,300.00	\$42,324.00

B.	Phones	Term Length	YEAR 4			YEAR 5		
			24 Months	Rate	Estimated Monthly Amt	Estimated Yearly Amt	Rate	Estimated Monthly Amt
	Phone Services							
1	Complete Phone System - Business Analog Line (5) - DID Number (6) - Hosted PBX Licensing and Maintenance - 8 Pro - SIP Session (6) - Phone User & Device Hardware with ETS unlimited support / warranty (45) - Paging Server(s) Integration - Bell System Integration			\$ 856.41	\$ 10,276.92		\$ 856.41	\$ 10,276.92
				Estimated Totals:			Estimated Totals:	
	Total Phone			\$856.41	\$10,276.92		\$856.41	\$10,276.92

C.	Communications	Term Length	YEAR 4			YEAR 5		
			24 Months	Rate	Estimated Monthly Amt	Estimated Yearly Amt	Rate	Estimated Monthly Amt
1	Monthly Support Calls/Work Orders 8:30am-5:30pm			\$ 95.00			\$ 95.00	
2	After Hours Billing Rate 5:31pm-8:29am			\$ 142.50			\$ 142.50	
	Door Access Control/Cameras	24 Months	Annual Billing Date			Annual Billing Date		
3	Monthly Door Access Control PDK (Qty.2)		July	\$ 12.00	\$ 24.00	July	\$ 12.00	\$ 24.00
4	Monthly Cameras Maintenance (Qty.15)		July	\$ 10.00	\$ 150.00	July	\$ 10.00	\$ 150.00
				Estimated Totals:			Estimated Totals:	
	Total Door Access Controls and Cameras			\$174.00	\$2,088.00		\$174.00	\$2,088.00

D.	Software Development	Term Length	YEAR 4			YEAR 5		
			24 Months	Rate	Estimated Monthly Amt	Estimated Yearly Amt	Rate	Estimated Monthly Amt
	Maintenance and Support							
1	Maintenance & Support: - Website: \$345 (Unlimited Monthly Support) - Scanner App: \$100 (Pay for support as needed at hourly rate) - HighMark App: \$50 (Pay for support as needed at hourly rate)			\$ 495.00	\$ 5,940.00		\$ 495.00	\$ 5,940.00
2	Monthly Email Service for Scanner App and Website			\$ 20.00	\$ 240.00		\$ 20.00	\$ 240.00
3	Monthly Support Calls/Work Orders 8:30am-5:30pm			\$ 125.00			\$ 130.00	
4	After Hours Billing Rate 5:31pm-8:29am			\$ 187.50			\$ 195.00	
				Estimated Totals:			Estimated Totals:	
	Total Software Development			\$515.00	\$6,180.00		\$515.00	\$6,180.00

E.	High-voltage Electrical Services	Term Length	YEAR 4			YEAR 5		
			24 Months	Rate	Estimated Monthly Amt	Estimated Yearly Amt	Rate	Estimated Monthly Amt
1	Monthly Support Calls/Work Orders 8:30am-5:30pm			\$ 95.00			\$ 95.00	
2	After Hours Billing Rate 5:31pm-8:29am			\$ 142.50			\$ 142.50	
				Estimated Totals:			Estimated Totals:	
	Total Electric			\$0.00	\$0.00		\$0.00	\$0.00

				Combined Estimated Totals:		Combined Estimated Totals:	
				\$4,745.41	\$59,668.92	\$4,845.41	\$60,868.92

ACCEPTED AND AGREED:

Eminent Technical Solutions

MAILING ADDRESS: 1103 N 1600 W Layton, UT 84041

Signature:

Print Name: Scott Barrett

Title: COO

Date: Oct 25, 2022

CUSTOMER: HighMark Charter School

BILLING ADDRESS: 2467 E. South Weber Drive, South Weber, Utah 84405

Signature:

Print Name: Shawn Miehlike

Title: Director

Date: Oct 25, 2022

TERM: Billable term agreement will commence on 10-01-2022.

A. IT Managed Services: The initial term of this Agreement shall be for a period of two (2) years from the Effective Date.

B. Phone Services: The initial term of this Agreement shall be for a period of two (2) years from the Effective Date.

C. Communications Services: The initial term of this Agreement shall be for a period of two (2) years from the Effective Date.

D. Software Development Services: The initial term of this Agreement shall be for a period of two (2) years from the Effective Date.

Notes:

-Projects may be quoted outside of monthly support and labor will be billed at the referenced hourly rate.
-Included hours in Maintenance Agreement do not carry over from month to month and do not accumulate.

*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, doors and cameras enrolled per use will be billed upon usage and may increase or



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