

## MANAGED SERVICES AGREEMENT

Client: Global Outreach Charter Academy

Service Address: Regency Square Blvd, Jacksonville FL 32225

Term of Agreement: Twelve Months commencing on the 1<sup>st</sup> of January 2020 ("Start Date") and ending on the last day of December 2020.

Scope of Included Services: See "Exhibit A" Addendums

Monthly Base Rate: See Exhibit C for a detailed breakdown. Rates will change at the beginning of the month following the addition of any components within Exhibit C or other addendums.

1. Engagement: Client hereby engages Hard and Soft Consulting ("Consultant") for the initial term set forth above, to provide services in support of Client's computer, electronic and information technology systems ("IT Services") located at the Service Address identified above. Upon expiration of the initial term, and upon expiration of each successive term, this Agreement shall be automatically renewed and extended for an additional term equal to the original unless one of the parties hereto serves notice upon the other of intent not to renew the Agreement at least thirty days prior to the renewal date.

2. Scope of Included Services: Consultant will perform IT Services included within the Scope of Included Services, as required, during the term of this Agreement. Consultant will decide whether to perform IT Services at the Service Address or off-site. Client agrees not to make unreasonable requests for services. See Exhibit A.

3. Pricing, Additional Services: The Monthly Base Rate set forth below covers the cost of IT Services coming within the Scope of Included Services in addition to addendums, if any, to this document. Charges for additional services such as "Project Type" work, requested or required by Client will be determined by agreement of the parties or, in the absence of agreement, will be charged at Consultant's standard rates in effect at the time service is provided or adjustments to standard rates if defined in Exhibit C. The Base Rate does not include the cost of any hardware, software, equipment, or supplies or any out-of-pocket expenses incurred by Consultant unless specifically identified as included in the Exhibits or in an addendum. (Consultant's standard rates are \$95.00 per hour)

4. Payment, Suspension or Termination of Services: Payment of the Monthly Base Rate is due on the first day of each month during the term of this Agreement and shall be considered delinquent if unpaid within ten (10) days of the due date. Client shall pay invoices for any additional amounts due to Consultant within fifteen (15) days after receipt. Consultant shall have the right to, suspend the performance of IT Services, or to terminate this Agreement, if Client fails to make payment within the time permitted for doing so under this Agreement. Client shall have the right to, at their discretion, terminate this Agreement in the event that Consultant fails to meet the Required Performance Standard established by the Service Guarantee described in Exhibit B; provided, however, that Client shall not terminate this Agreement pursuant to this provision without first giving Consultant written notice of deficiencies in performance and a reasonable opportunity (not less than 30 days) to meet and maintain the Required Performance standard. No administrator passwords are given out until account balance is zero.

5. Price Adjustments: Consultant shall have the right to propose an adjustment to the Monthly Base Rate, as provided on Exhibit C, in the event of equipment purchases, substantial changes in the demand for IT Services initiated by Client, material increases in costs to Consultant, or if Client's demand for IT Services during any twelve-month period during the term of this Agreement should exceed the Adjustment Threshold. When an adjustment occurs, an addendum detailing the change, will be signed by both parties and attached to this contract.

6. Tangible Property Rights: Authorization to use any software or hardware provided by Consultant to the Client provides a personal, non-exclusive, limited, non-transferable and temporary license. All rights are reserved. The Client may not re-publish, transmit, distribute, sell, lease, sublet or make any unauthorized use of Consultant property. Modification of such materials or the use of such materials for any purpose not authorized by Consultant is prohibited. Client agrees to act in good

faith and maintain in good physical and working order any hardware, software or other tangible items belonging to Consultant that are installed, lent to, leased to, or for any other reason in possession by Client or Client personnel. In the event of damage, theft, modification, defacing, loss of, or any other acts considered beyond what would be considered "normal wear" the Client will be responsible reimbursing consultant for repair and/or replacement of such material in an amount determined by consultant to be "fair market value" and will be due immediately at any time requested by consultant.

7. Ownership of Work Product: Any (a) work of authorship fixed in any tangible medium that is the subject matter of a copyright or potential application for registration therefore (including, but not limited to, object code and source code), (b) unpatented inventions, including but not limited to, physical parts or components, processes, techniques, programs or methods, (c) non-trademarked or non-service-marked distinctive symbols, pictures or words, (d) hardware or software provided by Consultant for use by Client (e) trade secrets, or (f) any other copyrightable, patentable and/or trademark-able intellectual property rights, whatsoever, associated with any ideas, symbols, marks, phrases, writings, drawings, inventions, machines, designs, concepts, techniques, methods, know-how, processes or works of authorship developed or created by: (i) Consultant and/or Consultant Personnel; and/or (ii) through collaborative efforts of Consultant (including Consultant Personnel) and Client and/or any director, officer, shareholder, member, manager, employee, agent, independent contractor or representative of Client ("Client Personnel") during the term of this Agreement (collectively, the "Work Product") shall belong to Consultant; provided that Client shall retain a perpetual, non-exclusive, royalty-free license to use the Work Product in its day to day business operations so long as Client does not disclose, sell or assign, in any capacity, its rights in said Work Product, to any third party (including Consultant Personnel and Client Personnel) without the express, written consent of Consultant, which consent may be withheld. Upon request of Consultant, Client shall, if necessary, take such actions, and shall cause Client Personnel to take such actions, including execution and delivery of any and all instruments of conveyance, necessary to grant title in and to the Work Product to and in the name of Consultant.

8. Non-Diversion: Client agrees that during the term of this Agreement and for a period of three years following the termination of this Agreement. Client will not recruit or hire any employee, agent, representative or subcontractor of the Consultant ("Consultant Personnel"), nor will Client directly or indirectly contact or communicate with Consultant Personnel for the purpose of soliciting or inducing such Consultant Personnel (a) to accept employment with, or perform work for any person, firm, or entity other than Consultant; or (b) to provide services to Client or any other person, firm or entity except as an employee or representative of the Consultant. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Consultant, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy, which may then be available.

9. Disclaimer of Warranties: To the fullest extent permitted by law, Consultant disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose. Consultant does not warrant that use of software, hardware, services or any other products furnished by consultant will be uninterrupted, error-free, or secure, that defects will be corrected, or that products or the server(s) to which access is provided are free of viruses or other harmful components.

10. Limitation of Liability: In no event shall consultant be liable to the Client or any other party for any special, exemplary, incidental, consequential, or direct damages, including but not limited to lost profits, whether arising out of contract, tort, strict liability or otherwise. In no way is Consultant responsible for any damages to the Client or any other party including but not limited to lost profits due to; data loss, the unavailability of or malfunctioning of any equipment, software, or service, whether provided by Consultant or any party representing Consultant or otherwise. Consultant shall not be liable to Client for any failure or delay caused by events beyond Consultant's reasonable control, including, without limitation, Client's failure to furnish necessary information, sabotage, failures, theft or delays in transportation or communication, failures or substitutions of equipment, labor disputes, accidents, shortages of labor, fuel, raw materials, equipment, technical failures, accessibility to work site, acts of God, or any other reason.

11. Actions: No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either party more than one (1) year after the date of the occurrence on which the action is based.

12. Good Faith: The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement

13. Access: Client agrees to maintain, where required, a full time, dedicated Internet connection and to allow the Consultant access to the Client's network via that Internet connection. Client agrees to allow the Consultant employees or subcontractors access to its facilities in order to perform services under this Agreement. Client agrees to allow the Consultant access to the covered equipment. Facility access may be denied for any reason at any time, however if access to facilities is denied, the Client understands the Consultant may be unable to perform their duties adequately and if such a situation should exist, the Consultant will be held harmless. In the case of the Client residing in a facility with access controlled by a third party, the Client is responsible for obtaining proper and adequate permissions for the Consultant to enter and operate on the premises designated as the Client's work area. Client agrees to allow the Consultant to load any necessary management software on their systems. Client agrees to furnish the Consultant with Administrator-level password access for all covered equipment and servers, where necessary. The Consultant agrees not to prevent Client from accessing any equipment owned by the Client or Consultant.

14. Limitations of Technology: The Client acknowledges that technologies are not universally compatible, and that there may be particular services or devices that the Consultant may be unable to monitor, manage, or patch. The Consultant agrees to inform the Client when such a situation arises. The Client agrees to correct the situation if applicable, and to hold the Consultant harmless in any case. Patches and antivirus definitions are distributed by their respective software vendors, and as such, the Consultant has no direct control over the effectiveness or lack thereof of the software being applied. The Consultant shall not be held responsible for interruptions in service due to patches released by software vendors.

15. Authority: Client signatory represents and warrants that it has full corporate power and authority to execute this Agreement to bind their company. Only individuals with title of Chief Executive, Chief Financial Officer, Owner or any person designated by any of those individuals shall have power and authority to bind Client.

16. Miscellaneous: This instrument, with attached exhibits, contains the entire agreement of the parties and supersedes any previous agreement on the same subject matter between them. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all parties hereto. Consultant is an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status. If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The headings contained herein are for convenience of reference only, and are not to be used in interpreting this agreement. This agreement shall be construed and enforced pursuant to the laws of the CA State. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document.

## **Exhibit A**

### **What We Cover / Support**

#### **Website management:**

- Software updates, automation and proactive management
- Off--site backups and incident recovery (including hacking, malware and phishing)
- Search Engine Optimization
- Page load times and performance issues

Support Content Management Systems

Software Updates

Security Audits

- Off--site Backups (Automated)
- Content Updates

WordPress

Monthly

Monthly

Database and Files – weekly

Unlimited

### **Website analytics**

- Server infrastructure management and maintenance
- Managed website and email hosting
- Website design, development and Content Management Systems (CMS), including:
  - Design
    - Adobe Photoshop
  - Development
    - HTML5
    - CSS
  - JavaScript, jQuery, and other 3rd party tools
    - PHP, .NET
- CMS Wordpress (<http://wordpress.org>)
- Joomla (<https://www.joomla.org>)

### **IT Infrastructure Monitoring:**

- Installation and configuration of Hyperic Server
- Installation and configuration of Hyperic Agents
- Creation, installation and maintenance of custom plugins on-demand
- Supporting and maintaining the server and agents
- Configuring and customization wall mount visualizer for metrics display

### **Cloud Infrastructure:**

- Setup account for Amazon Web Services (AWS) Cloud Computing Services
- Configure storage for data backup
- Configure backup software to send data to the cloud
- Installation and configuration of AWS Instances for the testing environment

## **What Is Not Included**

Client agrees that the following is not included as covered in this agreement. This page is for reference only.

“Project / Integration Work” Defined as any service designated to add or increase functionality or capacity; in other words, any work that is not designed to support existing systems or persons. Projects are outside the scope of this agreement and as such will be quoted and invoiced separately. Project / Integration work will be identified to The Client as such before any work is performed. An exception is included with “Hyperic” setup.

“Line of Business Applications” Defined as applications such as custom accounting packages, CRM software, ERP software, etc. that are not specifically mentioned herein fall outside the normal purview of this Agreement. Reasonable attempts will be made to correct connectivity issues to such applications; however problems specific to the application configuration or network problems caused by the applications are excluded.

“Hardware Replacement Cost” Defined as the cost associated with hardware replacement falls outside this agreement. Hardware replacement can take the form of warranty, extended warranty, manufacturer’s support contract, on-site spares, or purchases as needed. Hardware replacement options will be discussed as part of the Audit deliverables to be sure an appropriate hardware strategy exists for all critical equipment.

## Exhibit B Service Guarantee

Consultant will provide all customary, scheduled, and routine services required under this Agreement in a reasonably prompt and timely manner. In addition, Consultant shall meet or exceed the following requirements in responding to specific requests for service:

Critical Emergency (Service not available all users and functions unavailable).

Priority level 1

Response Time – Within 2 business hours

Resolution – ASAP- Best Effort

Urgent (large number of users or business critical functions affected)

Priority level 2

Response Time – Within 4 business hours

Resolution – ASAP- Best Effort

High (Limited degradation of service, limited number of users or functions affected, business process can continue)

Priority level 3

Response Time – Within 6 business hours

Resolution – ASAP- Best Effort

Normal (Small service degradation, business process can continue, one user affected)

Priority level 4

Response Time – Within 24 business hours

Resolution – ASAP- Best Effort

Low Priority (Maintenance needed, no noticeable degradation to any users, user requested install or upgrade)

Priority level 5

Response Time – Within 48 business hours

Resolution – ASAP- Best Effort

## Exhibit C Pricing Agreement

### SUPPORT AGREEMENT / BILLING INFORMATION

<b>Contract Date:</b>	01/01/2020	<b>Bill To:</b>	GOCA
<b>Customer:</b>	GOCA	<b>Billing email:</b>	
<b>Primary Contact:</b>		<b>Phone</b>	
<b>PO #</b>		<b>Fax:</b>	
<b>Effective Date:</b>	01/01/2020	<b>Payment Terms:</b>	Monthly Net-30
<b>Renewal Date:</b>	12/31/2020	<b>Billing Cycle:</b>	1 <sup>st</sup> of Month
<b>Contract Length:</b>	12-Months	<b>Monthly Billing Amount:</b>	\$1,500.00
<b>Account Mgr:</b>	Nikolay Komarov	<b>New Contract / Add on:</b>	New Contract
<b>Contract Type:</b>	MMR	<b>Contract Number:</b>	#01
<b>Coverage Limits:</b>			

DEVICES COVERED IN THIS AGREEMNT	Qty
End-User Desktops and Laptops	0
Servers	2
Firewall / Network nodes Monitoring	0
BDR Systems / Backups	1

SUPPORT COVERED	Costs
Remote Server Management (2 Servers)	Included
Hyperic Support	Included
Vendor/ Software Management installed by us (8am-7pm M-F)	Included
AWS Backup Service	Included
24x7x365 Emergency Support / Project / out of scope support	\$95/ hour
<p>*Defined as an I.T. related situation that renders the Client’s entire site down or unable to operate.</p> <p>**We will give all attempts at supporting this equipment our “Best Effort” but it will be excluded from any Service Level Agreement.</p>	

Signatures


In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures:

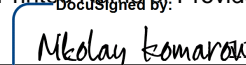
Sergey Soroka

Nikolay Komarov

(Printed Name of Client or agent)

(Printed Name of Provider or agent)

DocuSigned by:  
  
 11/14/2019  
(Signature of Client or agent) (Date)

DocuSigned by:  
  
 11/14/2019  
(Signature of Provider or agent) (Date)