

Services Agreement

THIS SERVICES AGREEMENT (the "Agreement") is made and entered into as of the 27TH day of February, 2025 by and between **United Data Technologies, Inc.**, a Florida corporation with its principal place of business at 2900 Monarch Lakes Blvd, Ste. 300 Miramar, FL 33027 ("UDT"), and **Anderson County Schools** ("Customer") (each a "Party" and together the "Parties"). This Agreement is effective as of the date of the final signature hereto (the "Effective Date").

WHEREAS, the Customer is a public school district organized and existing pursuant to Tennessee law and on January 21, 2025 issued RFP #2528 – Anderson County Schools on Behalf of Anderson E-Rate Consortium Managed Internet Access and Telecommunications Services Request for Proposals (the "RFP");

WHEREAS, UDT responded to the RFP on February 19, 2025 ("UDT RFP Response");

WHEREAS, UDT desires to provide Customer and Customer desires to purchase from UDT the Services (defined below) as provided in the UDT RFP Response and described in Attachment A, Service Order No. 1;

WHEREAS, UDT and Customer desire to enter into this Agreement for Customer's purchase of the Services from UDT;

NOW THEREFORE, in exchange for the mutual promises to maintain all information shared herein proprietary, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby promise and agree to observe and abide by all the provisions and conditions of this Agreement.

1. **THE SERVICES.** Subject to the terms and conditions of this Agreement, UDT shall provide Customer with the Services specifically identified in the Service Order(s) signed by the Parties. The Services, the term for the Services, and the pricing and payment terms for the Services shall be described in each Service Order.

Attached hereto, and incorporated herein by reference as Attachment A, is Service Order No. 1. By signing this Agreement and Service Order No. 1, Customer is agreeing to purchase the Services as provided in Service Order No. 1 pursuant to the terms and conditions of this Agreement.

The Parties may agree to additional Service Order(s) under this Agreement by signing a written amendment to this Agreement attaching the additional Service Order(s). The terms and conditions of this Agreement shall apply to any such additional Service Order(s). As used herein, the term "Services" includes all services, software, products and deliverables provided by UDT to Customer under a Service Order, including, but not limited to, professional services.

2. **UNIVERSAL SERVICE FUND (E-RATE).** If Customer is seeking funding through the Federal Universal Service Fund program known as "E-Rate" for some or all the Services purchased under this Agreement, then the terms and conditions of Attachment B, attached hereto and incorporated herein, will apply, and Customer shall be required to complete and sign Attachment B before the Service Order hereto becomes effective.

3. **GENERAL TERMS AND CONDITIONS.** The General Terms and Conditions attached hereto, and incorporated herein, as Attachment C, and the General Terms and Conditions as provided in the RFP (the "RFP Terms and Conditions"), apply to and govern Customer's purchase and use of the Services. By signing this Agreement, UDT and Customer agree to comply with the General Terms and Conditions as provided in Attachment C and the RFP Terms and Conditions.

[Signature Page Follows]

This Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES REGARDING ITS SUBJECT MATTER AND SUPERSEDES AND REPLACES ANY PRIOR OR CONTEMPORANEOUS AGREEMENT OR UNDERSTANDING, WRITTEN OR ORAL. Each party warrants and represents that its respective signatories, whose signatures appear below, have been and are on the date of signature duly authorized to execute this Agreement.

Anderson County Schools

By: 

Name: *Dr. Tim Parnett*

Title: *Director of Schools*

Date: *2/27/2025*

United Data Technologies, Inc.

By: 

Name: *FERNANDO FERNANDEZ*

Title: *CFO*

Date: *2/27/25*

Attachment A

Service Order No. 1

Pursuant to, and subject to, the terms and conditions of the Agreement, Customer is agreeing to purchase the Services described in this Service Order No. 1.

1. Service Ordered:

Fully managed Internet Access, WAN, and VoIP service for Anderson County Schools to Sites as listed in RFP, subject to revisions made by Customer and agreed to by UDT, and Consortium Members listed below who purchase Services from UDT under this Agreement, as described in UDT's Response submitted on February 19, 2025 (the "UDT RFP Response", which such UDT Response is incorporated by reference herein) to Anderson County Schools RFP #2528 – Anderson County Schools on Behalf of Anderson E-Rate Consortium Managed Internet Access and Telecommunications Services Request for Proposals (the "RFP", which such RFP is incorporated by reference herein) and any other Services ordered under the RFP and the UDT RFP Response.

The RFP Consortium Member List below lists the related School District Names and BEN numbers which include the related entities associated with the School District BENs. During the term of the agreement the Consortium Members may add service locations, move sites or remove service locations. An example would be a school closing where the customer is obligated to notify UDT of a site closure.

RFP Consortium Member List

| District Name | BEN |
|-----------------------------|------------|
| Anderson County Schools | 128340 |
| Arlington Community Schools | 16076500 |
| Athens City Schools | 128266 |
| Bartlett City Schools | 16076452 |
| Bledsoe County Schools | 128300 |
| Bristol City Schools | 128322 |
| Campbell County Schools | 128352 |
| Cannon County Schools | 128255 |
| Carter County Schools | 128324 |
| Claiborne County Schools | 128404 |
| Cleveland City Schools | 128273 |
| Clinton City Schools | 128338 |
| Coffee County Schools | 128297 |
| Collierville City Schools | 16076502 |
| Cumberland County Schools | 128515 |
| Dayton City Schools | 128277 |
| DeKalb County Schools | 128248 |
| Dickson County Schools | 128215 |
| Dyersburg City Schools | 128426 |
| Elizabethton City Schools | 128325 |
| Etowah City Schools | 128285 |
| Fayette County Schools | 128433 |

| | |
|------------------------------|----------|
| Fentress County Schools | 128517 |
| Franklin County Schools | 128311 |
| Germantown Municipal Schools | 16076454 |
| Grainger County Schools | 128393 |
| Greene County Schools | 128345 |
| Hamblen County Schools | 128371 |
| Hardin County Schools | 128488 |
| Hawkins County Schools | 128390 |
| Henderson County Schools | 128480 |
| Henry County Schools | 128454 |
| Humphreys County Schools | 128253 |
| Johnson City Schools | 128318 |
| Johnson County Schools | 128333 |
| Kingsport City Schools | 128331 |
| Knox County Schools | 128407 |
| Lake County Schools | 128436 |
| Lakeland City Schools | 16076501 |
| Lebanon Special Schools | 128234 |
| Lenoir City Schools | 128361 |
| Lexington City Schools | 128483 |
| Loudon County Schools | 128362 |
| Manchester City Schools | 128296 |
| Maryville City Schools | 128366 |
| Maury County Schools | 128493 |
| McKenzie Special Schools | 128443 |
| McMinn County Schools | 128265 |
| McNairy County Schools | 128490 |
| Meigs County Schools | 128279 |
| Millington Municipal Schools | 16076455 |
| Moore County Schools | 128292 |
| Morgan County Schools | 128406 |
| Oak Ridge City Schools | 128382 |
| Overton County Schools | 128522 |
| Paris Special Schools | 128453 |
| Perry County Schools | 128238 |
| Pickett County Schools | 128511 |
| Polk County Schools | 128269 |
| Putnam County Schools | 128509 |
| Rhea County Schools | 128275 |

| | |
|---------------------------|--------|
| Roane County Schools | 128357 |
| Scott County Schools | 128350 |
| Sevier County Schools | 128396 |
| Sullivan County Schools | 128320 |
| Sumner County Schools | 128225 |
| Trenton Special Schools | 128492 |
| Unicoi County Schools | 128327 |
| Union City Schools | 128460 |
| Union County Schools | 128368 |
| Van Buren County Schools | 128528 |
| Washington County Schools | 128328 |
| Wayne County Schools | 128505 |
| White County Schools | 128525 |

2. **Pricing:**

See attached (i) Schedule A-1, (ii) Addendum 1 – Additional Notes to Managed Services Cost Form, (iii) Addendum 2 – Additional Value-Add Features/Products/Services, and (iv) the UDT RFP for detailed pricing breakdown as required by the RFP.

3. **Term:**

The Term of this Service Order shall begin on July 1, 2025 and shall extend through June 30, 2026 (the "Initial Term"). The Initial Term may be renewed in twelve (12) month increments not to exceed sixty (60) months of total duration (each a "Term Extension").

4. **Service Level Agreement (SLA):**

Attached as Schedule A-2.

5. **Billing Address and Contact Information:**

[Signature Page Follows]

AGREED TO BY:

Anderson County Schools

By: 

Name: *Dr. Tim Parnett*

Title: *Director of Schools*

Date: *2/27/25*

United Data Technologies, Inc.

By: 

Name: *Bernando Hernandez*

Title: *CFO*

Date: *2/27/25*

Schedule A-1

Pricing

| Category I | | | | | | |
|---|---------------------------|-----------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| Managed Internet Access - Category I Service | | | | | | |
| Provide Monthly Cost Per Line | | | | | | |
| Service Type | Bandwidth | Monthly Fee per line | | | | |
| | | Year 1 | Extension Year 1 | Extension Year 2 | Extension Year 3 | Extension Year 4 |
| Per Site Circuit | 1.5MB (T-1) | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |
| Per Site Circuit | 50 MB | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |
| Per Site Circuit | 100 MB | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 |
| Per Site Circuit | 1 GB | \$700.00 | \$700.00 | \$700.00 | \$700.00 | \$700.00 |
| Per Site Circuit | 2 GB | \$975.00 | \$975.00 | \$975.00 | \$975.00 | \$975.00 |
| Per Site Circuit | 10 GB | \$1,550.00 | \$1,550.00 | \$1,550.00 | \$1,550.00 | \$1,550.00 |
| Aggregated Egress | 100 MB | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Aggregated Egress | Per MB from 101MB-999MB | \$1.00 | \$1.00 | \$1.00 | \$1.00 | \$1.00 |
| Aggregated Egress | 1 GB | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 | \$1,250.00 |
| Aggregated Egress | Per GB from 2GB - 9GB | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$500.00 |
| Aggregated Egress | 10GB | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 | \$4,000.00 |
| Aggregated Egress | Per GB from 11 GB to 99GB | \$300.00 | \$300.00 | \$300.00 | \$300.00 | \$300.00 |
| Aggregated Egress | 100GB | \$11,500.00 | \$11,500.00 | \$11,500.00 | \$11,500.00 | \$11,500.00 |
| Aggregated Egress | Per GB if over 100 GB | \$250.00 | \$250.00 | \$250.00 | \$250.00 | \$250.00 |
| Charge for Worst Traffic exceeding minimum requested in the proposal | PER GB | \$100.00 | \$100.00 | \$100.00 | \$100.00 | \$100.00 |

Notes to Category I Pricing -

Pricing above represents average pricing for all sites in this category by year. UDT will review these prices over the life of the contract and may reduce prices below the rates bid.
Pricing above is "installed price" - no one-time, special construction, non-recurring or similar install costs required. Pricing includes all elements of the service as described in the RFP.
Per Site Circuit Bandwidth above 10 GB available based on the 10 GB rate per GB or lower.
Bandwidth levels per circuit for both Per Site circuit and Aggregated Egress are available as increments between the levels listed in the above chart and up to the max levels allowed for all sites (as noted in the FCC Form 470)
Aggregated Egress pricing includes connection to UDT point of presence (POP) and internet transport to final destination of IP packets
Aggregated Egress over 100 GB may be subject to availability and/or minimum requirements (for example must buy in X GB increments and maintain load balancing with existing circuits.)
Aggregated Egress over 100 GB will require additional circuits to service and may only be available as multiples of other speeds for load balancing and other networking considerations.
Aggregated Egress over 100 GB may require additional service level upgrades to manage multiple circuits or equipment to support this level of service. See Addendum 1 for additional details and pricing.
Burstable speeds are available for per site circuits and aggregated egress as noted above and as described in Addendum 1.
Additional network design and Service Level features are available for Per Site and Aggregated Egress including multi-circuit options. See Addendum 1 for additional details and specific pricing.
Basic Firewall service with standard rule set is included with Managed Internet Access service.
UDT may deliver services requested with best available bandwidth options at its discretion including providing circuits with higher capacity managed at the bandwidth levels purchased
Lower pricing for additional volume may be available for districts in this category
Additional port connections on existing router, \$30 per connection per month, based on port availability on existing equipment. See Addendum 1 and Addendum 2 for other alternatives if needed.
See Cost Proposal Addendum 1 for additional footnotes and information.

| Category II | | | | | |
|---|----------------------------------|-------------------------|-------------------------|-------------------------|-------------------------|
| CIPA Compliant Content Filtering | | | | | |
| Service Type | Fee Per Student/Per Month | | | | |
| | Year 1 | Extension Year 1 | Extension Year 2 | Extension Year 3 | Extension Year 4 |
| Filtering | \$0.01 | \$0.01 | \$0.01 | \$0.01 | \$0.01 |

Notes to Category II Pricing -

CIPA Compliant Basic Content Filtering will be invoiced with Category I Managed Internet Access rates at \$3 per month for each site and aggregated egress service
For Category II above, the equivalent rate to the \$3 per service per month is \$0.01 per student per month.
UDT intends to charge the content filtering per service per month not per student for simplicity of tracking and invoicing (including E-Rate filings and related invoicing)
Additional content filtering services are listed in the Additional Services Pricing - Addendum 2

| Category III | | | | | |
|---|-------------------------------|------------------|------------------|------------------|------------------|
| Telecommunication | | | | | |
| Service Type | Monthly Fee Per SIP Talk Path | | | | |
| | Year 1 | Extension Year 1 | Extension Year 2 | Extension Year 3 | Extension Year 4 |
| SIP trunking to handle concurrent call volume | \$10.00 | \$10.00 | \$10.00 | \$10.00 | \$10.00 |
| Telephony Lines | Per Line Monthly Fee | | | | |
| | Year 1 | Extension Year 1 | Extension Year 2 | Extension Year 3 | Extension Year 4 |
| 1FB | \$50.00 | \$50.00 | \$50.00 | \$50.00 | \$50.00 |
| PRI (23 ch.) | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| PBX Based service lines | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| PIN-Point 911 Services (Per DID) | \$0.50 | \$0.50 | \$0.50 | \$0.50 | \$0.50 |

Notes to Category III Pricing -

SIP Trunking pricing is per SIP trunk/channel per month.
 PIN-Point 911 services fee applies to SIP Trunking services only.
 UDT may reduce pricing below these rates at its discretion.
 See Cost Proposal Addendum 1 for additional footnotes and information.
 See Cost Proposal Addendum 2 for additional features and services.

| Category IV | | | | | |
|--------------------|---|------------------|------------------|------------------|------------------|
| Dark Fiber | Price per foot | | | | |
| | Year 1 | Extension Year 1 | Extension Year 2 | Extension Year 3 | Extension Year 4 |
| | <i>Dark Fiber Cost should include full maintenance and locating services as these are expected to be leased fiber installations and not agency owned.</i> | | | | |
| 4 Strand | \$0.08 | \$0.08 | \$0.08 | \$0.08 | \$0.08 |
| 8 Strand | \$0.12 | \$0.12 | \$0.12 | \$0.12 | \$0.12 |
| 24 Strand | \$0.25 | \$0.25 | \$0.25 | \$0.25 | \$0.25 |

Notes to Category IV Pricing -

UDT intends to deliver all services for Managed Internet Access under Category I service categories - typically as a lit fiber service or equivalent.
 Per bid requirements, UDT is also providing the above dark fiber solution as an alternative.
 Dark fiber costs will include full maintenance and locating services as required.
 The service will be leased to school districts and not owned by the school systems.
 Pricing is based on 5 year service life - additional alternatives may be available.
 Dark fiber construction subject to permitting restrictions. Such restrictions may impact pricing and/or availability.
 Dark fiber solution will utilize above ground or underground facilities as determined by UDT from best available options. Fully underground deployment may be available at an additional cost.
 Underground conduit, when used, will be 1.25" and standard depth. Additional alternatives may be available depending on the specific circumstances.
 Dark fiber pricing excludes any equipment to light or manage the resulting service - lit service is only available under Category I service pricing.
 See Cost Proposal Addendum 1 for additional footnotes and information.

| Category V | | | | | |
|--|------------------|------------------|------------------|------------------|------------------|
| Firewall | | | | | |
| | Monthly Fee/Year | | | | |
| | Year 1 | Extension Year 1 | Extension Year 2 | Extension Year 3 | Extension Year 4 |
| Provider Hosted Firewall | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Provider Hosted Firewall Appliance @ Customer Site | \$200.00 | \$200.00 | \$200.00 | \$200.00 | \$200.00 |
| District Hosted Firewall Integration Support | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

District hosted firewall integration indicates connections from the vendors equipment to allow targeted traffic to pass from vendors router, to agencies firewall, and back to vendors router for completion of traffic delivery.

Notes to Category V pricing -

Basic Firewall service with standard rule set is included with Managed Internet Access service.
 District Site Firewall service with district specified rule set is available. See Cost Proposal Addendum 2 - Additional Value-Added Features/Services/Products for further details.
 Firewall services listed above are combined with Managed Internet Access and are not sold separately.
 Provider hosted firewall appliances at customer site charge will be per device.
 District Hosted Firewall Integration Support is provided for no additional charge with assistance from customer to integrate customer-owned device. If additional equipment/parts or site visits are required, additional charges may be required. Any such charges will be agreed-upon with district before starting work. UDT expects that most integrations will not require additional equipment/parts or site visits.
 See Cost Proposal Addendum 1 for additional footnotes and information.

| Category VI | | | | | |
|---|----------|------------------|------------------|------------------|------------------|
| Managed VOIP | | | | | |
| The base line cost for Managed VOIP should include all the features listed as "Minimum Standard Features" | | | | | |
| Service Type | Year 1 | Extension Year 1 | Extension Year 2 | Extension Year 3 | Extension Year 4 |
| Base line cost for Managed VOIP | \$4.00 | \$4.00 | \$4.00 | \$4.00 | \$4.00 |
| Handset Pricing | | | | | |
| One Time Price per device | | | | | |
| One Time Hardware Cost Classroom (Basic) | \$45.00 | | | | |
| One Time Hardware Cost Admin (Enhanced) | \$100.00 | | | | |
| One Time Hardware Cost Operator/Attendant (with extension monitoring side car) | \$210.00 | | | | |

| Category VII | | | | | |
|--|----------|------------------|------------------|------------------|------------------|
| Managed VOIP Intercom System | | | | | |
| Service Type | Year 1 | Extension Year 1 | Extension Year 2 | Extension Year 3 | Extension Year 4 |
| Intercom cost per device (ex. handset, horns, loudspeaker) | \$5.00 | \$5.00 | \$5.00 | \$5.00 | \$5.00 |
| Bell Scheduler | \$25.00 | \$25.00 | \$25.00 | \$25.00 | \$25.00 |
| One-time fee per device | | | | | |
| One Time Hardware Cost for interior loudspeaker | \$350.00 | | | | |
| One Time Hardware Cost for exterior horn | \$495.00 | | | | |

| Standard & Optional Feature Set - Defined | Minimum Standard Features | Fully Capable | Limited | Monthly Fee |
|--|---|---------------|---------|-------------|
| | Analog Terminal Adapter support (e.g. -- analog fax machine over SIP digital integration) | x | X | |
| Standard Feature Set | x | X | | Included |
| VoiceMail to email integration with message transcription | x | X | | Included |
| Hot / calling groups | x | X | | Included |
| Remote management that allows modification to all call process features in the system. | x | X | | Included |
| Call Detail Record reporting | x | X | | Included |
| MoH / MoTrf | x | X | | Included |
| Support for Standards based SIP devices (vendor agnostic) | x | X | | Included |
| Manager / Secretary line integration and call routing | x | X | | Included |
| Call routing by Time of Day(TOD) | x | X | | Included |

| | |
|--|--------|
| Adds, Moves and Changes Fee to end user Telephone configuration: (Per user/device) | \$0.00 |
|--|--------|

Notes to Category VI and VII pricing -

The "Proposed Handset Pricing" section had three columns for pricing - as we only have one price for all Consortium Members, we only filled in the first column with our pricing.

UDT can provide clarification if more information on handsets is needed during the bid review process.

Base Line Cost and Feature Set for UDT Voice Simple are included above.

| Proposed Handsets | Model |
|-----------------------------|--|
| Classroom | Yealink T31P (POE) |
| Admin | Yealink T44U (POE) |
| Operator/Attendant | Yealink T44U (POE) with EXP43 Expansion module |
| Proposed Intercom equipment | Model |
| Interior Loudspeaker | Algo 8180 |
| Exterior Horn | Algo 8186 |

UDT has included all currently available handset and intercom equipment models in Cost Proposal Addendum 2.

Handset, intercom and other equipment models are subject to change over the life of the contract. UDT will work with customers to select best available models.

Handset pricing for the Cost Proposal worksheet includes shipping as requested by the RFP.

UDT will work with consortium members to preconfigure handsets making installation easy for technology staff and other end users.

UDT will pre-assign device MAC addresses to accounts making for easier deployment.

If desired, UDT offers on-site deployment for \$40 per handset plus any applicable travel expenses. See Cost Proposal Addendum 2 - Additional Value-Added Features/Services/Products for further details.

Intercom equipment on-site deployment costs are included in Cost Proposal Addendum 2.

As consortium members will own the handsets and intercom equipment, UDT will assist with warranty claims and any replacement orders/related configuration for new device during the warranty period.

All devices purchased under this RFP include a one (1) year manufacturer warranty.

If a handset is no longer under warranty with the manufacturer, customer will have to purchase the new handset which will include cost of any configuration for deployment.

at the handset pricing listed above or alternatives listed in Cost Proposal Addendum 2

UDT offers virtual training sessions at no cost to the customer.

If customer requires on-site in-person training the fee is \$1,000 for a half day and \$2,000 for a full day plus actual travel costs.

See also (i) Addendum 1 – Additional Notes to Managed Services Cost Form, (ii) Addendum 2 – Additional Value-Add Features/Products/Services, and (iii) the UDT RFP for detailed pricing breakdown as required by the RFP.

Schedule A-2

Service Level Agreement (SLA)

- Network Availability – objective is 99.999%
- Packet Loss – WAN and Internet Access objective not to exceed .25%
- Latency – WAN objective is 5 milliseconds / Internet Access objective is 20 milliseconds
- Mean Time to Respond
 - UDT's objective is to respond to all troubles within 30 minutes
- Service Restoration (Mean Time to Repair)
 - UDT's objective is to provide a path to resolution for all troubles with-in 4 hours (240 minutes)
 - UDT's objective for P1 critical events is to restore service within 4 hours (240 minutes)
- VoIP Network Availability – objective is 99.999% - quality of service will be maintained at a Mean Opinion Score of 4.03 or greater, the equivalent of toll quality.
- SLA – if a plan for remediation and resolution is not provided or a P1 critical event is not resolved within the SLA UDT agrees to issue Customer a pro-rated credit based on the % of time service was offline (minus SLA exclusion durations), multiplied by the total monthly charges for the service affected/offline. For the purposes of calculating SLA credits, a calendar month is based on a 60 minute/hour, 24 hour/day, 30 day/month = 43,200 monthly minutes. In no event shall any obligation of service credit arise under this SLA until such time as the service is restored and fully operational. For example, an outage lasting 5 hours and 15 minutes (315 minutes) would be eligible for an SLA credit calculated as follows: 315 minutes / 43,200 = .00729% of the Monthly Recurring Charge. Credits accumulated in a month may not exceed the monthly service fee and must be reimbursed equally to all parties involved in the payment of services.
- Customer must request SLA credit in writing within 30 calendar days from the date service was restored.
- SLA exclusions related to timing and credits do not apply during events that may prevent UDT from resolving the incident timely such as: Power Failures, Limited/No Building Access, Holiday Closures, Customer Caused Damage, Acts of Terror, or other Force Majeure events.

Attachment B

Terms and Conditions Applicable to E-Rate Funded Products and Services

Customer may seek funding through the federal Universal Service Fund program known as "E-Rate" for some or all of the Services purchased under the Agreement.

The Federal Communications Commission ("FCC") has adopted rules that govern the Parties' participation in the E-Rate program. Both Parties agree to adhere to the FCC rules regarding their participation in the E-Rate program. The E-Rate program is administered by the Universal Service Administrative Company ("USAC").

Except as expressly stated herein, Customer's obligations under this Agreement shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Services described in this Agreement. The Parties further agree:

1. Reimbursement of Program Funding. If the FCC or USAC seeks reimbursement from UDT of E-Rate funds as a result of Customer's failure to comply with the E-Rate rules, then Customer shall reimburse UDT for any such funds UDT must return within ninety (90) days of notice of the FCC or USAC seeking reimbursement. Such Customer failure to comply includes, but is not limited to, Customer delays in submitting required forms or contracts, including service substitutions; Customer delay or failure to respond to USAC inquiries; USAC determination that Services that USAC had previously approved for discounts are not eligible and funds must be returned, other than as the result of UDT's failure to comply with the E-Rate requirements. In addition, Customer agrees and acknowledges that a determination of ineligibility for E-rate funding does not affect the obligations set forth in the Agreement, including those obligations related to payments.

2. Eligibility of Products and Services. The determination of the eligibility of products or services for E-Rate funding is solely the responsibility of the Customer. UDT makes no representations or warranties regarding such eligibility. While the UDT will assist to the best of its ability, the Customer is responsible for identifying any cost-allocation required for specific eligible Services or equipment that it includes on its E-rate application for funding (Form 471).

3. Service Substitution. Customer acknowledges that USAC funding commitments are based upon the products, services and locations set forth in the Form 470 and the Form 471 and that any modification to the products and services; the locations at which the products or services are to be installed and/or provided; or the number of products and services obtained, may require the Customer to file a service substitution with USAC, seeking permission to receive alternative service or receive the service at an alternative location. If Customer intends to make any such service substitutions, then Customer agrees to pursue them diligently, and file timely any and all required documentation with USAC. It is Customer's responsibility to ensure the Services it orders are consistent with its FCC Form 471 requests for funding, and to the extent USAC denies funding or seeks recovery of funding, Customer shall be solely responsible for repayment to USAC or full payment to the UDT. UDT will provide Services only as approved by USAC and may suspend activities pending approval of service substitution requests.

4. Requested Information. If requested, Customer will promptly provide UDT with final copies of the following E-Rate-related materials (including all attachments) prepared by or for Customer: (i) Form(s) 471 and any submitted supporting documentation; (ii) Form(s) 486; (iii) any Form(s) 500; (iv) Service Substitution Request(s); (v) Service Certification Form(s); and, (vi) Form(s) 472-BEAR (if applicable). If the Customer issues purchase orders to the UDT, Customer shall clearly delineate between eligible and non-eligible Services on those orders.

5. Representations, Warranties and Indemnities. Each Party represents and warrants that it has and will comply with all laws and the requirements applicable to the E-Rate Program. In addition to any indemnification obligations set forth in the Agreement and to the extent permitted by law, each Party agrees to indemnify and hold harmless the other Party (its employees, officers, directors and agents, and its parents and affiliates under common control) from and against third party claims (including FCC, USAC or other federal government claims) and related loss, liability, damage and expense (including reasonable attorney's fees) arising out of the indemnifying Party's violation of the E-Rate Requirements or breach of the representations, warranties, and items contained in this Attachment.

6. Appropriations. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary

appropriations or funding for the Services provided under the applicable Service Order, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with UDT to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide UDT thirty (30) days written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

7. Delivery of Services. Customer Must Choose A or B

CUSTOMER IS CHOOSING OPTION A:

7(A) SERVICES COMMENCE WITHOUT FUNDING COMMITMENT DECISION LETTER ("FCDL")

CUSTOMER DIRECTS UDT TO COMMENCE OR CONTINUE SERVICES EVEN IF FUNDING COMMITMENT DECISION LETTER ("FCDL") HAS NOT BEEN RECEIVED FROM USAC. CUSTOMER ACKNOWLEDGES ITS OBLIGATION TO PAY FOR THE SERVICE IF REQUESTED E-RATE FUNDING IS NOT RECEIVED OR IS REDUCED.

7(A)(1). Scope: Customer desires that UDT deliver Services beginning on or about as soon as practicable after the effective date of this contract. Customer intends to seek funding from USAC, but acknowledges that it may not receive an FCDL prior to this date and that it is possible that USAC may not approve funding or may delay its decision.

7(A)(2). Funding Denial Agreement Termination: CUSTOMER ACKNOWLEDGES THAT THERE IS NO RIGHT TO TERMINATE THE SERVICES OR SERVICE COMPONENTS PURCHASED PURSUANT TO THIS AGREEMENT IF E-RATE FUNDING IS DELAYED OR DENIED.

CUSTOMER IS CHOOSING OPTION B

7(B) SERVICES WILL NOT COMMENCE UNTIL FCDL IS RECEIVED

SERVICES WILL NOT COMMENCE AND/OR EQUIPMENT WILL NOT SHIP UNTIL UDT RECEIVES NOTIFICATION THAT E-RATE FUNDS HAVE BEEN COMMITTED.

7(B)(1). Scope: Customer agrees to use best efforts to obtain funding from the E-rate program. UDT will not begin work related to the Services and/or Equipment (including, without limitation, installation or activation activities) under any Service Order until after UDT receives Customer "Notice to Proceed" with the order and confirmation of funding approval. UDT will commence Service(s) under the applicable Service Order to which the "Notice to Proceed" and confirmation of funding approval is provided as soon as is practical following the receipt of the appropriate documentation.

7(B)(2). Funding Denial Agreement Termination: If a funding request is denied by USAC, this Agreement and the applicable Service Order, with respect to such Service(s) and/or Equipment under the applicable Service Order, shall terminate sixty (60) days from the date of the FCDL in which E-Rate funding is denied or on the 30th day following the final appeal of such denial, and Customer will not incur termination liability. In the event Services and/or equipment are to be provided pursuant to a multi-year arrangement (whether by contract or tariff), this termination right applies only to the first year of the multi-year agreement.

7(B)(3). IF CUSTOMER WISHES TO CHANGE ITS SELECTION AND WISHES UDT TO COMMENCE SERVICES REGARDLESS OF FUNDING COMMITMENT FROM USAC, CUSTOMER WILL EXECUTE A NEW REPLACEMENT TO THIS ATTACHMENT B, AND AGREE TO THE TERMS SET FORTH IN OPTION "A" ABOVE (THE "REPLACEMENT ATTACHMENT"). Upon execution of the Replacement Attachment, the Parties will mutually agree-upon a Service Commencement Date.

This provision does not apply to Services that were initially approved for funding and subsequently deemed ineligible by USAC after commencement of Service.

8. Invoicing USAC for E-rate Reimbursements. Customer acknowledges its obligation to designate the method by which it will receive E-Rate discounts.

Customer is responsible for notifying UDT of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by June 15 prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to UDT prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

With respect to each discount method, Customer agrees as follows:

A. FCC Form 472:

The Billed Entity Applicant Reimbursement ("BEAR") Form (FCC Form 472) is filed by the applicant and approved by the service provider after the applicant has paid for services in full. Customer agrees to pay the UDT's invoice when due and no later than 90 days after the date of the invoice. Customer further agrees to submit to UDT complete and accurate BEAR - Form 472 requests for certification at least five (5) business days prior to the FCC Invoice Deadline date for the Funding Request Number(s) ("FRN") being submitted on that Form 472. UDT cannot ensure that the Form 472 will be reviewed prior to the deadline if not received at least five (5) Business days prior.

B. FCC Form 474:

The Service Provider Invoice ("SPI") Form (FCC Form 474) is filed by the service provider after the applicant has been billed for the non-discount portion of the cost of eligible services. Customer agrees to pay the UDT's invoice when due and no later than 90 days after the date of the invoice. After UDT has received notification of approved funding, an approved Form 486, and Customer has confirmed the appropriate Billed Accounts to be discounted per Funding Request Number, UDT will then provide E-Rate program discounts and will file a Form 474 SPI. Customer agrees to promptly submit any UDT or USAC Forms needed to support requests for payment of Services rendered (for example, service certifications or proof of payment). In the event USAC denies payment, Customer will be responsible for repayment of all funds provided to Customer by UDT associated with this process.

9. Contract Required. FCC rules require that, prior to the submission of a Form 471 application for funding, the parties must have entered into a binding contract for the services made the subject of the application. It is the Customer's Responsibility to ensure that state law requirements for a binding contract have been met prior to the submission of a Form 471.

10. Contract Addendums or Changes to Service Orders. The Parties agree that Customer may request, via a Service Order, different bandwidths for services than those it initially receives under this Agreement. The Customer may also add additional sites not specifically detailed in this agreement at the same pricing offered by UDT for the applicable bandwidth, including installation and/or special construction charges as applicable. The Parties also agree that they may modify the Agreement, as mutually agreeable, in any other way allowed by federal and state law.

11. Installation Deadlines and Extension Requests. UDT will use commercially reasonable efforts to complete all installation within the deadlines established within the E-Rate rules, but will not be responsible for delays which result from matters outside its reasonable control. In such event, UDT will cooperate with the Customer in seeking appropriate deadline extensions from USAC and/or the FCC. Ultimate responsibility for obtaining such extensions, however, remains with the Customer per E-Rate rules.

By: **Anderson County Schools**

Print Name: Dr. Tina Pappas
Title: Director of Schools

Signature: [Handwritten Signature]
Date: 2/27/2025

Attachment C
General Terms and Conditions

1. SERVICE AND EQUIPMENT SPECIFIC TERMS

1.1 Service Location. UDT shall provide the Services to Customer at the Service addresses as provided in a Service Order or otherwise provided, in writing, by Customer (the "Service Location").

1.2 Availability of Facilities.

(a) Services and associated products, facilities, equipment, features and functions will be available in accordance with this Agreement, where technically and operationally feasible. UDT's obligation to furnish Services is dependent upon its ability to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of underlying fiber facilities and equipment and to provide for the installation of those facilities required incident to the furnishing and maintenance of the Services.

(b) UDT may refuse to provide the Services or discontinue the Services when necessary because of (i) the lack of transmission medium, transmission capacity or any other facilities or equipment, (ii) the lack of available services from or interconnection with the services or facilities of other providers, (iii) any cause beyond UDT's control, (iv) any order, law, rule, regulation or ordinance that in any way restricts the provision or operation of the Services or (iv) in the event of any prohibited use, as described herein.

1.3 Service Location Access

(a) Access. UDT will require reasonable access to each Service Location as necessary for UDT to review, install, inspect, maintain or repair any UDT-provided equipment, including, without limitation any Cable or Fiber (the "Equipment") necessary to provide the Services. For purposes of this Agreement: (i) "Fiber" means a glass strand or strands which is/are protected by a color-coded buffer tube and is/are used to transmit a communication signal along the glass strand in the form of pulses of light; and (ii) "Cable" means a collection of Fibers contained in color-coded buffer tubes with a protective outer covering, which covering includes stiffening rods and filler.

(b) If Customer owns or controls the Service Location(s), Customer grants UDT permission to enter the Service Location(s) for the exercise of such right. If a Service Location is not owned and/or controlled by Customer, Customer will obtain, with UDT's reasonable assistance, appropriate right of access. If such right of access for UDT is not obtained by either Party, then UDT's obligations with respect to such Service Location shall terminate and be considered null and void. Customer shall perform interconnection of the Services and UDT Equipment with any Customer or End User (as defined below) equipment, unless otherwise set forth in a Service Order or agreed in writing between the Parties.

1.4 Delivery and Installation.

(a) Generally

i. UDT will deliver, install, configure, and maintain the Equipment necessary to provide the Services, and all parties agree to coordinate and cooperate to schedule, facilitate, and carry out all delivery, installation, configuration, and maintenance activities.

ii. At the Customer's request, UDT may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional OTC based on UDT's actually incurred labor, material or other costs for such non-routine installation or maintenance.

iii. If the installation and maintenance of the Services is requested at locations which are or may become, in UDT's sole opinion, hazardous or dangerous to UDT's employees or the public or property,

UDT may refuse to install and maintain the Services, and, if the Services are furnished, may require the Customer to install and maintain such Services. In the event of such hazardous or dangerous conditions, Customer shall, to the extent permitted under law, defend, indemnify, and hold UDT harmless from any claims, loss, damage, or other liability arising from the installation or maintenance of such Service.

iv. UDT shall use reasonable efforts to make the Services available by the estimated service date set forth in the applicable Service Order. UDT shall not be liable for any damages whatsoever resulting from delays in meeting the estimated service date due to delays resulting from normal installation procedures or events beyond UDT's control. Examples of delays of installation include, without limitation, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals, delays in actual construction work being done by UDT's vendor(s) or subcontractor(s), and any delays due to any other provider(s) where UDT is relying upon such provider(s) to meet such estimated due date which is beyond UDT's control.

v. In the event that UDT is unable to install the Services in accordance with the agreed upon schedule as a result of (i) Customer's (or any end user accessing or using the Services ("End User's")) failure to deliver any required materials, support or information to UDT; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) UDT not being able to obtain access to equipment or software at the Service Location as necessary for installation of the Service, then Customer shall pay UDT, at UDT's request, a OTC at UDT's then prevailing rates for any installation trip made by UDT and an additional OTC for each subsequent trip necessary to perform the Service installation.

(b) Fiber Installation, Maintenance, Relocation and Ownership. Without limiting the foregoing, the Parties agree as follows regarding the installation of any Fiber:

i. Staging, Storage, and Access. During the installation of the Fiber, the Customer agrees to provide UDT with (i) suitable staging and storage areas at Customer facilities, or the outdoor facilities of Customer for relevant equipment, materials, and components and (ii) such access to facilities as may be necessary to efficiently carryout the installation, as reasonably determined by UDT, provided that such access must be scheduled with the Customer in advance and, unless otherwise agreed by the Customer, must occur between 7:00am and 10:00pm Monday through Saturday, excluding national holidays. Customer shall have no liability and UDT assumes all risk of any equipment, materials, and components stored at Customer or end user customer facilities. Customer personnel may accompany UDT personnel during any installation work at any Service Location.

ii. Site Preparation. Prior to the installation of Fiber, the Customer will clean and otherwise prepare all installation sites properly controlled by Customer and will continue to maintain those sites (but not, for clarity, the Fiber) following such installation.

iii. Debris Removal; Restoration. UDT will remove from installation sites all debris resulting from the installation of Fiber, including as appropriate by moving such debris to trash receptacles maintained by the Customer. The Customer will be responsible for trash removal from such receptables. UDT will restore all landscaping disturbed during UDT's installation, maintenance, or removal activities. The Customer will be responsible for landscape watering, including at restored landscaping sites.

iv. Planning. Appropriate representatives of UDT and the Customer will meet prior to installation of the Fiber, and otherwise as necessary, to formulate and finalize the installation methodology and configuration design for the Fiber. The parties agree to work cooperatively and reasonably in this process.

v. Timeline. UDT and the Customer agree to the installation timeline and configuration set forth in the applicable Service Order. The Customer agrees to all reasonable extensions of the installation timeline necessitated by the actions or inactions of the Customer or otherwise resulting from circumstances beyond UDT's control.

vi. Deviations. If, prior to or during the installation process, UDT, in its reasonable judgement, deems it necessary or prudent to deviate from the final installation methodology and design in a material way, it will present such deviation to the Customer for its approval, which the Customer may not unreasonably withhold or delay; provided, however, that UDT reserves the right to make, without such approval, but following notification to

Customer and a reasonable period of time for Customer to review, immaterial modifications to the final installation methodology and design.

vii. **Substitute Materials.** In the event any materials or components of or relating to the Fiber are not available for timely delivery and installation, UDT may substitute materials or components of equivalent or superior functionality and performance.

viii. **Electrical Circuits and Energy.** The Customer will provide all electrical circuits and all electrical energy required for the installation and operation of the Fiber and provision of the Services at the sole cost of the Customer.

ix. **Maintenance.** UDT and its subcontractor are responsible for maintaining the Fiber. The Customer agrees to provide UDT with such access to its facilities as well as the facilities and properties owned or controlled by Customer's end user customer, as may be necessary to efficiently carry out its maintenance activities, as reasonably determined by UDT, provided that, when practicable, (i) such access must be scheduled with the Customer in advance and (ii) unless otherwise agreed to by the Customer, must occur between 7:00am and 10:00pm local time, Monday through Saturday, excluding national holidays. Customer personnel may accompany UDT or its subcontractor's personnel during any maintenance work at any Customer facility.

x. **Notice of Maintenance.** Except when, and to the extent to which, implementation of an emergency repair situation would be delayed by the following notice requirements, UDT shall provide advance notice to Customer of maintenance or repairs that may affect the Fiber Services as follows:

1) **Emergency Maintenance.** UDT shall provide forty-eight (48) hours advance notice regarding repairs that may affect Customer's Fiber Services by calling the telephone number and submitting an email to the email address provided within the notice provision below (section 12.10).

2) **Routine Maintenance.** UDT shall use commercially reasonable efforts to provide at least fourteen (14) days advance notice regarding any routine maintenance or repairs that may affect Customer's Fiber Services by calling the telephone number and submitting an email to the email address provided within the notice provision herein.

3) **Notice of Relocation.** UDT shall give the Customer ninety (90) days prior notice of any such relocation, if possible, and shall have the obligation to proceed with such relocation, including, but not limited to, the right to determine the extent of, the timing of, and methods to use for such relocation.

4) **Right to Review.** UDT shall have the right to determine the timing, means, method and extent of any relocation of its Cable hereunder; provided however, that Customer shall have the right to review the relocation plans, including the calculation of its proportionate share of the relocation costs, thirty (30) days prior to any relocation and shall have the right to have a representative present at the time of relocation. Should the relocation materially degrade Customer's ability to utilize the Fiber, Customer may terminate the appropriate Service Order with no further liability for payment.

xi. **Alterations and Maintenance.** If UDT and Customer mutually determine that alterations, maintenance and repairs, become necessary due to the fault of the Customer, then Customer shall reimburse UDT for all costs that UDT incurs to effectuate such alterations, maintenance, repairs or replacement. If the Customer requests UDT resources to troubleshoot or repair problems that are not caused by UDT, the Customer shall be responsible to reimburse UDT for any reasonable costs incurred, provided that UDT shall provide to Customer evidence sufficient to support any such incurred costs and Customer shall have the right to make a good faith dispute of any such incurred costs. Any such dispute shall resolved by mutual agreement of UDT and Customer.

xii. **Fiber Ownership.** The Parties acknowledge and agree that the Cable and Fiber is owned by the entity leasing the Fiber to UDT for UDT to provide Fiber Services to Customer (the "Fiber Owner") and will continue to be owned by the Fiber Owner following the expiration or termination of this Agreement or the termination of any particular Service Order. However, the fiber strands used by the Customer shall be dedicated to the Customer's use during the pendency of this Agreement as provided in the relevant Service Order(s). The Customer has no option or other right to purchase or otherwise acquire the Cable or Fiber from Fiber Owner. The Customer acknowledges and agrees that: (i) the Fiber Owner may use the Cable and non-dedicated Fiber for its other Customers, (ii) the Customer

may not make any alterations or attachments to the Cable and Fiber without the UDT's prior written consent; (iii) UDT has no maintenance or other obligations whatsoever with respect to any alterations or attachments made to the Cable or Fiber by the Customer; (iv) if UDT provides maintenance or other services in respect of any such alterations or attachments, UDT will provide such services subject to its standard charges, terms and conditions; (v) neither the Fiber Owner or UDT are responsible for any malfunction, non-performance, or performance degradation of the Cable and Fiber, or any inability of UDT to satisfy its obligations under this Agreement, caused by, or resulting directly or indirectly from, any alteration or attachment made to the Cable and Fiber by the Customer, or any other action by the Customer, and (vi) the Customer is solely responsible for, and agrees to indemnify UDT against all third party claims and damages caused by, or resulting directly or indirectly from any alteration or attachment made to the Cable and Fiber by the Customer.

1.5 Equipment and Materials.

(a) Responsibilities and Safeguards. Except as otherwise provided in this Agreement or a Service Order, neither Party shall be responsible for the maintenance or repair of cable, electronics, structures, equipment or materials owned by the other Party; provided, however, that subject to the indemnification limitations set forth in this Agreement, each Party shall be responsible to the other for any physical damage or harm such Party causes to the other Party's personal or real property through the gross negligence or intentional misconduct of such damage causing Party.

(b) Customer shall:

- i. Safeguard Equipment against others;
- ii. Not add other equipment nor move, modify, disturb, alter, remove, nor otherwise tamper with any portion of the Equipment;
- iii. Not hire nor permit anyone other than personnel authorized by UDT, acting in their official capacity, to perform any work on Equipment; and
- iv. Not move nor relocate Equipment to another location or use it at an address other than the Service location without the prior written consent of UDT.

(c) Any unauthorized connection or other tampering with the Services or Equipment shall be cause for immediate suspension of Services, Termination of this Agreement and/or legal action, and UDT shall be entitled to recover damages, including the value of any Services and/or Equipment obtained in violation of this Agreement, in addition to reasonable collection costs including reasonable attorney fees.

1.6 Site Visits and Repairs. If Customer's misuse, abuse or modification of the Services, Equipment or Network results in a visit to a Service Location for inspection, correction or repair, UDT may charge Customer a site visit fee as well as charges for any resulting Equipment or Network repair or replacement, which may be necessary. If UDT responds to a service call initiated by Customer, and UDT reasonably determines that the cause of such service call is not due to a problem arising from UDT's Network, but rather is due to Customer-provided or Customer-owned equipment or facilities, or a third party not under Customer control or direction, Customer must compensate UDT for the service call at UDT's then-prevailing commercial rates. For purposes of this Agreement, "Network" means a communications system consisting of an optical transmitter to convert an electrical signal into an optical signal to send into the optical fiber, a cable containing bundles of multiple optical fibers that is routed through underground or conduits and buildings, multiple kinds of amplifiers, an optical receiver to recover the signal as an electrical signal, and any other equipment or facilities necessary to provide an operational communications system.

1.7 Product and Service Changes. The capabilities and services available through UDT regularly change and expand. In order to improve and adapt the Services to these changing conditions, (i) UDT may add, delete or change the Services, at its sole discretion, by providing thirty (30) days prior written notice to Customer, and (ii) additions, deletions or changes to Service Order(s) will be effective as of the date agreed upon by the parties in writing.

1.8 Performance. UDT will use commercially reasonable efforts in keeping with normal industry standards to deliver the most reliable Service possible, without interruption and in accordance with the applicable

Service Order and any related Service Level Agreements. However, the Services may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond UDT's reasonable control. Temporary service interruptions/outages for such reasons, as well as service interruptions/outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by UDT to perform its obligations under this Agreement or any Service Order, and Customer will not hold UDT at fault for loss of Customer revenue or lost employee productivity due to such Service outages. UDT will notify Customer of any scheduled maintenance as provided herein or any Service Order, but may need to interrupt Services without notice to Customer in the event of an emergency.

1.9 Subcontractors. UDT may use a subcontractor of UDT in performance of the Services. UDT shall be responsible for all work performed by any such subcontractor.

1.10 Move or Transfer of Service. Services may not be transferred or resold, and this Agreement and the Service Order(s) thereunder may not be transferred or assigned, by operation of law or otherwise, without UDT's prior written approval. Any attempted assignment or transfer without UDT's prior written approval shall be void.

2. TERM AND TERMINATION

2.1 Initial and Term Extensions. The term of this Agreement shall commence on the Effective Date and continue until the applicable Service Order is expired or terminated.

2.2 Termination. Either Party may terminate this Agreement, with respect to any or all Service Order(s) prior to expiration of the applicable Service Order(s) then current Term set forth on the relevant Service Order(s), only for cause, as provided in Section 6 of Attachment B (Appropriations), or as otherwise expressly provided in the RFP Terms and Conditions, by giving any required written notice to the other Party. As applied to the Customer, "for cause" means (i) the Customer's failure or refusal to make any payment due to UDT hereunder within ten (10) business days after the Customer receives written notice from UDT of such failure or refusal, or (ii) the Customer's continuing failure or refusal to perform any other material obligation under this Agreement within thirty (30) days after Customer receives written notice from UDT for such failure or refusal. As applied to UDT, "for cause" means UDT's continuing failure or refusal to perform any material obligation under this Agreement, within thirty (30) days after UDT receives written notice from Customer of such failure or refusal.

2.3 Effect of Termination. If this Agreement or any Service Order is terminated by UDT for cause, Customer agrees to pay all amounts that would have been payable to UDT under this Agreement with respect to terminated projects for such projects full then current term in one lump sum which UDT shall invoice to Customer within thirty (30) days. In the event the Customer terminates this Agreement or any project described in a Service Order hereto for any or no reason, other than as provided in Section 2.2 above, prior to the end of the Term of the applicable Service Order, the Customer agrees to pay all amounts that would have been payable to UDT under this Agreement and the applicable Service Order for the involved projects full then current term in one lump sum which UDT shall invoice to Customer within thirty (30) days. The Parties recognize that UDT will incur significant costs in order to provide the Services, including, but not limited to the acquisition of necessary permits and authorities, construction, operating costs, maintenance costs, any other expenses related to the Customer's network. The Parties agree that the harm caused by a breach or early termination is incapable or difficult to estimate, and that the lump sum payments described above are reasonable forecasts of just compensation to UDT for the harm caused UDT for a breach or early termination. If this Agreement, or any project described in a Service Order, is terminated by Customer for cause, then, unless otherwise stated in Service Order, UDT shall retain all payments made by Customer prior to the date of termination, and Customer shall pay all outstanding charges incurred prior to the date of termination.

2.4 Effect of Termination or Expiration upon Equipment. Upon the termination or expiration of this Agreement, or termination or expiration of any Service Order, for any or no reason, including "for cause", UDT will have the right to remove any Equipment located at facilities or property under the Customer's control, including applicable facilities and properties owned or controlled by Customer's end user customer, and the parties agree to cooperate in effecting any such removal by UDT, as UDT may reasonably direct. Notwithstanding the foregoing, following such termination or expiration, UDT may elect to leave in place any Equipment located at facilities and properties under the Customer's control, including applicable facilities and properties owned or controlled by Customer's end user customer. In the event that UDT elects to leave in place any Equipment, the Customer agrees to provide UDT with continued access to the Customer's property and facilities, as well as to applicable facilities and properties owned or controlled by

Customer's end user customer, for maintenance purposes, replacement of Equipment, or installation of new or additional Equipment.

3. **FEES AND PAYMENT TERMS**

3.1 **Fees.** Customer shall pay UDT the fees set forth on a Service Order. Except for fees for Services delivered (as indicated in the Service Order attached hereto) and professional services, Customer's payment obligations for the Services shall commence on the date on which the applicable Services are first made available for use by Customer regardless of whether Customer has commenced use of the Services. Customer shall pay UDT in U.S. dollars.

3.2 **Payment Terms.** Except as provided in Attachment B for E-Rate Funded Product and Services, if applicable, for which the payment terms of Attachment B will apply, all invoices are due and payable net thirty (30) days from the date of invoice. UDT, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services and refuse additional Service Order(s) and change requests until UDT's receipt of all overdue amounts. UDT shall have no liability to Customer for any such suspension or termination of the Services or for its refusal of additional change requests. UDT further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorney's fees) and costs associated with such collection. Charges will be broken out for non-recurring expenses (such as professional services, installation and training) and recurring expenses. Payment terms are subject to UDT credit and financing approval.

4. **CUSTOMER RESPONSIBILITIES AND USE OF SERVICES**

4.1 **General Customer Representations and Obligations.**

(a) Customer represents to UDT (i) that Customer has the authority to execute, deliver and carry out the terms of this Agreement and the Service Order(s) and (b) that its End Users and any person who accesses any Services through Customer's equipment at the Service Location, will use the Services in an appropriate and legal manner, and will be subject to the terms of this Agreement. Customer is responsible for ensuring its End Users comply with the terms of this Agreement. Customer shall be responsible for all access to and use of the Services by means of Customer's equipment, whether or not Customer has knowledge of or authorizes such access or use. Customer shall be solely liable and responsible for all charges incurred and all conduct through either authorized or unauthorized use of the Services.

(b) As between the parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Services by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Agreement, (ii) all content that is viewed, stored or transmitted via the Services, as applicable, and (ii) all third-party charges incurred for merchandise and services accessed via the Services, if any. Customer agrees to conform its equipment and software, and to ensure that each End User conforms its equipment and software, to the technical specifications for the Services provided by UDT from time to time.

4.2 **Customer Use.**

(a) **Internal Use.** Subject to the terms and conditions set forth herein, UDT authorizes Customer to use the Services for its internal business purposes. Customer acknowledges and agrees that it will be responsible for all end users of the Services, regardless of whether such users are employees, contractors, agents, or third parties, in each case with or without the Customer's permission to use such Services.

(b) **No Reselling.** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Services or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior written consent of UDT.

(c) **No Illegal Purpose / Unauthorized Access.** Customer shall not use or permit third parties to use the Services, including the Equipment and software provided by UDT, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.

(d) Applicable Laws. With respect to Customer's use of the Services (including the transmission or use of any content via the Services), Customer shall comply with all applicable laws and regulations in addition to the terms of this Agreement. UDT shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Agreement.

(e) Acceptable Use. Customer shall not use, or allow the Services to be used, in any manner that would violate the UDT's Acceptable Use Policy, which can be found at www.udtonline.com/aup. For avoidance of doubt, Customer and UDT agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of this Agreement.

(f) Non-Interference. The Customer covenants and agrees that it shall not directly or indirectly interfere in any manner with, and shall not further ensure that its end user customer shall not: (i) use the Equipment in a manner that materially interferes in any way with, or otherwise adversely affects the use of UDT's Network, Fibers, Cable, (or any equipment or element thereof), or of the Network, Fiber, Cable or equipment of any person along the route segments. In the event of an emergency, as determined by UDT in its reasonable discretion, UDT may immediately discontinue the Equipment to avoid harm to or interference with its operations or facilities.

(g) Customer Tampering with Property. Customer shall not authorize others to access, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Equipment without the prior written consent of UDT. The Parties agree that no party other than UDT, or a subcontractor under the direction supervision of UDT, shall be permitted to perform maintenance or splicing. In the event that Customer, or Customer's representative, agent or authorized agents or designees of Customer violates this provision, in addition to any other remedies for breach by Customer, Customer shall be responsible to pay UDT for all reasonable damages to UDT property and also any ongoing service charges in the event that maintenance or inspection of UDT property is required as a result of Customer's violations of this provision. In no event shall UDT be liable to Customer or any other entity for interruption of Services or for any other loss, cost or damage caused or related to Customer's unauthorized tampering with UDT property. In the event of any violation of this provision, UDT reserves the right to terminate for cause this Agreement, or any particular project described in a Service Order, subject to the notice and opportunity to cure provisions herein, and Customer shall forfeit all monies paid to date by the Customer and shall pay all amounts that would be been payable to UDT under this Agreement or a Service Order for full then current term of the project to be terminated.

4.3 Customer Security Responsibilities. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Services and/or Equipment. UDT may suspend the Services upon learning of a breach of security and will attempt to contact Customer in advance, if practicable.

4.4 Customer shall ensure that all Equipment at Customer's and End Users' Service Locations (i) remains free and clear of all liens and encumbrances, (ii) is not modified or altered by any person or entity other than UDT, (iii) is not subject to accident, misuse, abnormal wear and tear, neglect, or mistreatment, (iv) is not damaged in connection with any equipment or software with which the Equipment is used and not supplied by UDT, (v) is not damaged by liquids, and (vi) is not used with any software not supplied by UDT for use with such Equipment.

5. **CONFIDENTIAL INFORMATION**. This Section 5 shall apply to the extent permitted under applicable law. The following information is "Confidential Information": (i) as to both Parties, the terms of this Agreement, and all information exchanged by the Parties during negotiations culminating in this Agreement and during the Term of this Agreement, any information related to a Party's performance of, or failure to perform, this Agreement, and any information that is marked or designated as "Confidential" or with like notice; and (ii) as to the party disclosing the information, any information related to that Party's assets, liabilities, financial results, financing plans, business strategies, product development plans, operations, source code, technology, know-how, trade secrets, owners, vendors, contractors, personnel, and all other information that a reasonable person would understand to be confidential; but excluding in all cases any information which is independently developed by the other Party as shown by such Party's written business records, or information that becomes generally available to the public other than through breach of this Agreement, or violation of law or other agreement. Each Party agrees not to disclose the other Party's Confidential Information to any third party except to its agents and representatives who need to know the information to represent or advise it with respect to the subject matter of this Agreement and who are bound by written non-disclosure obligations at least as stringent as those stated in this Agreement; provided, however, that a Party will not be liable for disclosure of the other Party's Confidential Information if it is required by law or regulation to be disclosed and the disclosing Party gives

advance written notice of the disclosure to the other Party at the earliest possible time, or the Party discloses the information as part of a bona fide legal proceeding to enforce its rights under this Agreement. Each Party agrees to use at least a reasonable degree of care to protect the other Party's Confidential Information. Each Party agrees not to use the other Party's Confidential Information except in connection with the performance of its obligations or exercise of its rights under this Agreement. Each Party shall return or destroy the other Party's Confidential Information on completion of the Services, or earlier on request of the other Party, provided that a Party may retain the other Party's Confidential Information in backup medium where return or deletion is not commercially reasonable, or otherwise as required by law. On request of a Party, an officer of the other Party shall certify its compliance with the preceding sentence.

6. DISCLAIMERS AND WARRANTIES

6.1 CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICES AND USES THE SAME AT ITS OWN RISK. UDT EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICES AND UDT EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES, EQUIPMENT AND ANY RELATED MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON - INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY UDT, ITS AFFILIATES OR ITS CONTRACTORS OR SUBCONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. UDT DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, UDT DOES NOT WARRANT THAT ANY SERVICES OR EQUIPMENT PROVIDED BY UDT WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE.

6.2 IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICES MAY NOT BE SECURE.

6.3 CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT (WHETHER COMPUTER SYSTEM OR OTHER EQUIPMENT) OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC.

6.4 IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT UDT'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS AGREEMENT, AND UDT DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

6.5 Content. Any content that Customer may access or transmit through the Services is provided by independent content providers, over which UDT does not exercise and disclaims any control. UDT neither previews content nor exercises editorial control; does not endorse any opinions or information accessed through the Services; and assumes no responsibility for content. UDT specifically disclaims any responsibility for the accuracy or quality of the information obtained using the Services. Such content or programs may include programs or content of an infringing, abusive, profane or sexually offensive nature. Customer and its authorized users accessing other parties' content through Customer's facilities do so at Customer's own risk, and UDT assumes no liability whatsoever for any claims, losses, actions, damages, suits or proceedings arising out of or otherwise relating to such content.

6.6 Damage, Loss or Destruction of Software Files and/or Data. Customer uses the Services and Equipment supplied by UDT at its sole risk. UDT does not manufacture the Equipment, and the Services and Equipment are provided on an "as is, with all faults basis" without warranties of any kind. UDT assumes no responsibility whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data or peripherals which may result from Customer's use of the Services. UDT does not warrant that data or files sent by or to Customer will be transmitted in uncorrupted form or within a reasonable period of time.

6.7 Unauthorized Access. If Customer chooses to run or offer access to applications from its equipment that permits others to gain access through the Network, Customer must take appropriate security measures. Failing to do so may cause immediate Termination of Customer's Service by UDT without liability for UDT. UDT is not responsible for and assumes no liability for any damages resulting from the use of such applications, and, to the extent permitted under applicable law, Customer shall defend, hold harmless, and indemnify UDT from and against any claims, losses, or damages arising from such use. UDT is not responsible and assumes no liability for losses, claims, damages, expenses, liability, or costs resulting from others accessing Customer's computers, its internal network and/or the Network through Customer's equipment.

6.8 UDT's Access to Secure Information Systems and Data. Unless otherwise expressly provided in a Service Order, UDT is not responsible for any information stored or transferred via the Services, for backing up or maintaining copies of any data, including, without limitation, Customer data, or for the removal or disposal of any confidential, proprietary, or personal information. Unless otherwise expressly provided in a Service Order, UDT is not responsible for managing Customer's network environment. UDT shall not attempt to access Customer's secure network(s) or other information systems without Customer's prior consent, either via its personnel performing services onsite, or remotely.

6.9 Access Security. For the term of this Agreement, UDT shall implement and maintain access security protocols. Notwithstanding the foregoing, Customer acknowledges that (i) neither those protocols nor any security software guarantees the security of Customer's network, (ii) Customer is responsible for all other aspects of security, including without limitation, correctly configured security policies, selection of hardware and software (including network security tools), correct installation, configuration, and maintenance of the hardware and software, the interoperability of the various components of Customer's network, and a physically and electronically secure operating environment and (iii) Customer is responsible for any claims, damages, costs, expenses, losses or the like resulting from the failure or breach of such access security protocols, unless such claims, damages, costs, expenses, losses or the like resulting from the failure or breach of such access security protocols were caused by UDT's gross negligence or intentional misconduct.

6.10 UDT warrants that the Services will be performed diligently by qualified personnel and will be of the kind and quality described in the applicable Service Order and any applicable Service Level Agreement. In performing its obligations, UDT may give advice to Customer based on information supplied to UDT by Customer or third parties who have expertise or knowledge not held by UDT with regard to services or products necessary for UDT to complete Services, but not originating or endorsed by UDT. UDT will be entitled to rely on that information without assuming responsibility for decisions made by Customer based on that advice. Products provided to Customer under this Agreement that are neither manufactured nor designed by UDT will carry the warranty provided by the manufacturer, if any, and UDT makes no independent warranty with respect to those Products. To the extent permitted under UDT's agreement with Third Party Technology providers, Hardware providers, and third party providers of hardware and/or software integrated into or otherwise used in connection with any deliverables, UDT will designate Customer as a third party beneficiary of warranties provided by such third party/ies for any such hardware and software. UDT specifically disclaims any and all warranties and liability related to any Third Party Technology and Hardware.

6.11 The warranties set forth hereunder do not apply to Services, Technology or Hardware (including without limitation replacement parts) which: (i) have been serviced, modified or altered, except as expressly authorized by UDT; (ii) have not been installed, operated, exposed to conditions, repaired, or maintained in accordance with any installation, handling, maintenance or operation instructions supplied or specified by UDT, the applicable Third Party Technology provider or the applicable Hardware provider; (iii) have been subjected to unusual physical or electrical stress; or (iv) have been damaged as a result of accident, misuse, transporting, negligence, accident or relocation by Customer or a third party. Customer agrees that the use of any third party products which have not been certified or are supported by UDT, the Third Party Technology providers, or third party Hardware providers may cause errors in the operation of the Services. Customer acknowledges that its use of any such third party products shall release UDT, the Third Party Technology providers and Third Party Hardware providers from the applicable performance obligations and Customer agrees to pay UDT for any time and materials associated with UDT diagnosing such issues at UDT's hourly billing rate. UDT may at its discretion provide additional support to resolve any such issues.

6.12 The following terms have the meanings ascribed to them when used with an initial capital letter in this Agreement:

(a) "Technology" means the Third Party Technology and the UDT Technology.

(b) "UDT Technology" means all ideas, concepts, know-how, copyrights, patents, trademarks, trade secrets, sequences, processes, algorithms, techniques, methods and software modules, applications, computer programs and other types of developer know-how, tools and software, hardware, products, replacement parts, documentation, programs, web sites, and any other technology, data, information or content owned or directly licensed by UDT and furnished or otherwise made available by UDT to Customer pursuant to this Agreement, excluding Hardware. UDT Technology includes, without limitation, UDT Technology developed by UDT alone or jointly with Customer.

(c) "Third Party Technology" means all third party ideas, concepts, know-how, copyrights, patents, trademarks, trade secrets, sequences, processes, algorithms, techniques, methods and software modules, applications, computer programs and other types of developer know-how, tools and software, hardware, products, replacement parts, Documentation, Programs, web sites, and any other technology, data, information or content furnished or otherwise made available by UDT as part of the Services pursuant to this Agreement, excluding Hardware.

(d) "Hardware" means hardware, products, replacement parts, embedded software, documentation and any other technology, data, information or content furnished sold (not leased or otherwise provided) to Customer pursuant to this Agreement.

7. LIMITATIONS OF LIABILITY

7.1 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NEITHER PARTY (NOR ITS EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING WITHOUT LIMITATION ARISING IN CONNECTION WITH THE AGREEMENT, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, EVEN IF THE PARTY HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7.2 TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND EXCEPT FOR CLAIMS ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 5, EACH PARTY'S ENTIRE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNTS PAID OR PAYABLE UNDER THE SERVICE ORDER WHERE THE CLAIM AROSE IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF THE CLAIM.

8. TITLE: Title to the Equipment (other than the Fiber) shall remain with UDT during the term of the applicable Service Order. Customer shall keep that portion of the Equipment located on Customer premises free and clear of all liens, encumbrances and security interests. Upon termination of Service or expiration of a Service Order's term for a specific site, UDT shall have the right to remove all Equipment components and/or leave any of such components in place, assigning title and interest in such components to Customer, it being understood that no further notice or action is required to accomplish the assignment contemplated hereunder. UDT shall have the right to remove the Equipment and all components within 60 days after such termination.

9. INTELLECTUAL PROPERTY

9.1 All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Services and Equipment, as well as the methods by which the Services is performed and the processes that make up the Services, shall belong solely and exclusively to UDT or the applicable suppliers or licensors, and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The Services are protected pursuant to intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Services, in whole or in part.

9.2 Upon UDT's receipt of payment in full with regard to a particular Deliverable, Customer shall own all right, title and interest in and to such Deliverable, including any derivative or modification rights to the Deliverable, excluding any Technology embedded within such Deliverable. A Deliverable is deemed to be a "Work Made for Hire" as set forth in the United States Copyright Act of 1976 or if for any reason held not to be a work made for hire, UDT hereby assigns all of its right, title, and interest in such Deliverable to Customer. For purposes of this Agreement, "Deliverables" means all tangible materials, reports, creative(s), and custom designed software or programs (including without limitation, specifications, designs, plans, drawings, prototypes or other technical or business information): (a) identified by the Parties in the applicable Service Order as a Deliverable; and (b) delivered to Customer in accordance with this Agreement.

9.3 To the extent that any UDT Technology is intangible and embedded within any of the Deliverables, UDT hereby grants Customer a royalty-free, fully paid-up, worldwide, perpetual, irrevocable, nonexclusive, non-transferable license to use such UDT Technology solely in connection with the deliverables; provided, however, that the UDT Technology is still subject to any use restrictions specified in the applicable statement of work and UDT may revoke any use of the UDT Technology, which is outside the license grant as set forth herein. UDT has the right and title to grant all such licenses necessary for UDT to own and/or use the deliverables as set forth herein.

9.4 The UDT Technology is personal property of UDT, and the Third Party Technology is personal property of the Third Party Technology provider. No title, equity, ownership or right (including any license right) in or to the UDT Technology or the Third Party Technology in whole or in part shall pass to Customer except as otherwise expressly provided by this Agreement. Customer agrees that it may not pass any right or interest in the UDT Technology or Third Party Technology to any third party and Customer shall ensure it takes all necessary steps to protect UDT's and the applicable Third Party Technology providers' rights under this Agreement such that neither the UDT Technology nor the Third Party Technology can be construed as a fixture nor shall it become a fixture on the Customer's premises or any other location. Customer will not take any action that causes or purports to cause the imposition of any lien, claim, interest, right or encumbrance on UDT Technology or the Third Party Technology or otherwise transfer any right or interest in the UDT Technology or Third Party Technology to any third party and will ensure that end users do the same. Customer will immediately take all necessary action to remove any lien or encumbrance on the UDT Technology or Third Party Technology (other than any lien or encumbrance in favor of or expressly approved by UDT or otherwise permitted under this Agreement or the applicable statement of work and shall, at its sole expense, defend, indemnify and hold UDT and its Third Party Technology Providers harmless from and against any claims, damages, costs, expenses, losses or the like relating to the protection and preservation of UDT's rights, title and interest in the UDT Technology and the Third Party Technology providers' rights, title and interest in the Third Party Technology, respectively.

10. **MISCELLANEOUS PROVISIONS**

10.1 **High-Risk Disclaimer.** Unless otherwise expressly provided in the applicable Service Order, the Services provided under this Agreement are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the products, software, or services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). UDT expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

10.2 **Excluded Data.** Unless otherwise expressly provided in the applicable Service Order, Customer acknowledges that any software and/or the Services provided under this Agreement are not designed to offer functionality providing security and access management for the processing and/or storage of the following categories of data: (a) data that is classified and or used on the U.S. Munitions list, including software and technical data; (b) articles, services and related technical data designated as defense articles and defense services; (c) ITAR (International Traffic in Arms Regulations) related data; and (d) personally identifiable information or data that is subject to heightened security requirements as a result of Customer's internal policies or practices or by applicable law or regulation (examples include but are not limited to the Health Insurance Portability and Accountability Act, the Gramm-Leach-Bliley Act, Family Educational Rights and Privacy Act, FINRA, the General Data Protection Regulation, the California Consumer Privacy Act, etc. and hereinafter collectively referred to as "Excluded Data"). Customer hereby agrees that Customer is solely responsible for reviewing and ensuring its data that will be provided to UDT (or to which UDT will have access) does not contain Excluded Data. If Customer believes that any such data provided to UDT (or to which UDT will have access) will or does contain Excluded Data, Customer shall immediately notify UDT of the same.

Notwithstanding anything in this Agreement to the contrary, Customer will defend, indemnify and hold harmless the UDT Indemnitee against any and all claims of third parties which are in any manner related to the processing and/or storing of Excluded Data.

10.3 Non-Exclusive Arrangement. Customer acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude UDT from providing Services, deliverables, or related services to any third party, or from authorizing third parties to make Services available to their customers.

10.4 Third Party Services. The Services may permit users to link to other websites, services or resources on the Internet, and other websites, services or resources may contain links to the Services. When users access third party resources on the Internet, users do so at users' own risk. These other resources are not under UDT's control, and users acknowledge that UDT is not responsible or liable for the content, functions, accuracy, legality, appropriateness or any other aspect of such websites or resources. The inclusion of any such link does not imply UDT's endorsement or any association between UDT and their operators. Users further acknowledge and agree that UDT shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such content, goods or services available on or through any such website or resource. It is users' responsibility to protect users' system from such items as viruses, worms, Trojan horses and other items of a destructive nature.

10.5 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Customer agrees to be solely responsible for compliance related to the manner in which Customer chooses to use the Services, including Customer's transfer and processing of content and the provision of such content to others.

10.6 Force Majeure. Neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including, but not limited to, denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, pandemics, criminal, illegal or unlawful acts, natural causes, mechanical or power failures, or any order, law or ordinance in any way restricting the operation of the Services.

10.7 Compliance with Laws. Both parties shall comply with all applicable laws and regulations when carrying out their respective duties hereunder.

10.8 Changes in Law and/or Government Regulations. This Agreement is based on the laws and government regulations in place at the Effective Date. Subsequent changes in any applicable laws or regulations may result in pricing changes and/or service changes that may automatically become a part of this Agreement.

10.9 Notices. Legal notices shall be sent via electronic mail and first class United States mail to the individuals named in the Service Order, and copied to:

To Customer:

To UDT:
United Data Technologies, Inc.
Attn: Legal Affairs Team
2900 Monarch Lakes Blvd, Ste. 300

Miramar, FL 33027

Email: legalsupport@udtonline.com

Non-legal notices in the ordinary course of business; e.g., notice to postpone a shipment, shall be sent via electronic mail to the Designated Representative of the other party or to such other designee as may be set forth herein. Notices shall be effective as of the day sent via email, or if that day is not a Business Day or the first Business Day that follows the day sent.

10.10 Controlling Law, Venue, and Costs of Suit. With respect to disputes which may arise as a result of this Agreement in the US, the laws of the State of Tennessee (exclusive of its choice of law principles) govern this Agreement and the Parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in the State of Tennessee, Anderson County, in any dispute arising out of or relating to this Agreement. If any action is brought to enforce this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees and costs of suit. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement.

10.11 Assignment. Customer may not assign this Agreement without UDT's prior written consent, not to be unreasonably withheld. Any attempted assignment in violation of the preceding sentence shall be void. This Agreement shall inure to the benefit of the parties permitted successors and assigns.

10.12 Non-Waiver. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other or subsequent right or remedy. Specifically, but without limitation, Customer's payment of fees is not a waiver of any claims for breach of this Agreement.

10.13 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

10.14 Publicity. Neither Party may issue any press release or other publicity regarding the subject matter of this Agreement without the other Party's prior written consent.

10.15 Trademarks. Neither Party may use the other party's name, logo, trade or service marks, or similar indicia (each a "Trademark") without the other Party's prior written consent. Any authorized use shall be subject to the Trademark owner's mark usages guidelines provided to the other or published on its website.

10.16 Relationship of the Parties. Each Party is an independent contractor of the other and nothing in this Agreement shall be construed to create an association, trust, partnership, joint venture, or agency relationship between the Parties. Although the Parties may refer to each other colloquially as "partners" they do not intend to create a partnership, and neither party has any fiduciary duty, obligation, or liability to the other or any obligation to share profits and losses. Neither Party will have any rights, power, or authority to act or create an obligation, express or implied, on behalf of another Party except as expressly specified in this Agreement.

10.17 Integration. This Agreement, UDT's Acceptable Use Policy, and all Service Order(s) constitute the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. This Agreement shall not be modified or amended except in writing signed by the parties hereto.

10.18 Conflict. In the event of any conflict regarding the terms of this Agreement, addendum to this Agreement, UDT's response to any applicable RFP that results in a Service Order, UDT's Acceptable Use Policy, or any Service Order(s), their terms shall control in the following order, from highest to lowest priority: (1) Service Order(s), (2) addendum to this Agreement, (3) this Agreement, (4) UDT's response to a RFP under which a Service Order is executed, and (5) UDT's Acceptable Use Policy.

10.19 Counterparts. This Agreement may be executed in two or more counterparts, all of which, taken together, shall be considered to be one and the same instrument.

UDT Services Agreement

10.20 Entire Agreement. THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE AGREEMENT BETWEEN THE PARTIES REGARDING ITS SUBJECT MATTER AND SUPERSEDES AND REPLACES ANY PRIOR OR CONTEMPORANEOUS AGREEMENT OR UNDERSTANDING, WRITTEN OR ORAL.

UDT Cost Proposal – Addendum 1
Additional Notes to Managed Services Cost Form

Additional Notes to Cost Proposal - The notes below apply to the entire cost proposal section including Addendum 2 – Additional Features, where applicable.

Category I Managed Internet Access Footnotes

1. Per the RFP – **Monthly cost proposal shall be an installed price** for all locations listed for circuit and hardware installations.
 - o UDT understands this requirement and affirms that our cost proposal includes all costs to install including all circuit and hardware costs.
 - o UDT does not have any charges for one-time installation, one-time special construction, or similar extra charges required for the services listed on the Monthly Cost Proposal
 - o UDT expects that Anderson County Schools review of bidder proposals will include validation/affirmation of "installed price" and absence of any hidden one-time or similar additional costs from all vendors.

2. UDT's Aggregated Egress service includes both a transport circuit to the UDT POP and Internet transport from our POP to the requested packet address. We consider this to be the requested complete service for this cost item. UDT expects that Anderson County Schools will confirm that all providers include all components of this service or allow all vendors to adjust, if needed to match a consistent service definition.

3. Pricing is for managed Internet access (WAN and Egress) at specified speeds including all required UDT equipment and all installation costs.

4. Burstable service is available allowing consortium members to temporarily exceed the base service amount purchased. Bandwidth utilization will be measured and if the average utilization at the 95th percentile exceeds the base service level, additional charges for excess bandwidth will be incurred consistent with Managed Services Cost Form or an upgrade to a higher base bandwidth can be ordered.

Examples of burstable service combinations are listed below. Pricing for service consists of base service cost for the fixed Managed Internet Access service plus the burst cost listed below. Combinations of base to max through 100 Gbps available for configuration subject to any technical limitations.

| End Site | | |
|--------------------------|------------|-------------------|
| Base | Max | Burst Cost |
| up to 100 mb | 1 Gbps | \$250 |
| 1 Gbps | 5 Gbps | \$400 |
| 2 Gbps | 5 Gbps | \$200 |
| 2 Gbps | 10 Gbps | \$450 |
| 5 Gbps | 10 Gbps | \$250 |
| Aggregated Egress | | |
| Base | Max | Burst Cost |
| < 1 Gbps | 1 Gbps | \$250 |
| 1 Gbps | 5 Gbps | \$1,250 |
| 2 Gbps | 5 Gbps | \$750 |
| 2 Gbps | 10 Gbps | \$2,000 |
| 5 Gbps | 10 Gbps | \$1,250 |
| 10 Gbps | 20 Gbps | \$2,000 |

5. To meet the various diverse/multi-circuit network design requirements of the RFP and specific consortium member needs, UDT offers a Service Level structure designed to provide maximum flexibility for each consortium member to determine specific reliability/uptime improvement options.

Higher service levels represent use of additional E-Rate eligible networking techniques/tools/configurations to improve network reliability and uptime.

These different service levels were created due to the lack of consistent infrastructure across the state – allowing for incremental improvements, as available, to each consortium member.

Service levels are cumulative (for example Service Level 3 gets all the features of Service Levels 1, 2 and 3) and can be added for End Site, End Site/Ingress and Aggregated Egress Managed Internet Access services.

- o **Service Level 1** – typically one router and one circuit
- o **Service Level 2** – may be provided using various techniques including two circuits
- o **Service Level 3** – may be provided using various techniques including two circuits and two end site routers
- o **Service Level 4** – may be provided using various techniques including two circuits, two routers and diverse carrier paths including paths to geographically diverse points of presence (POPs).
- o **Service Level 5** – may be provided by various techniques beyond SL4 including dual facility entrance usage and other eliminations of single points of failure

Specific techniques to be used for a consortium member's Service Level upgrade will be agreed upon before deployment.

| Service Level Pricing | | | | | |
|---|---------|---------|---------|---------|----------|
| Total End Site Service Bandwidth | | | | | |
| Service Level | 2 Gbps | 5 Gbps | 10 Gbps | 20 Gbps | 100 Gbps |
| 2 | \$275 | \$350 | \$425 | \$525 | \$1,500 |
| 3 | \$525 | \$600 | \$675 | \$775 | \$2,500 |
| 4 | \$1,525 | \$1,600 | \$1,675 | \$1,775 | \$3,500 |
| 5 | ICB | ICB | ICB | ICB | ICB |
| Total Aggregated Egress Service Bandwidth | | | | | |
| Service Level | 2 Gbps | 5 Gbps | 10 Gbps | 20 Gbps | 100 Gbps |
| 2 | \$450 | \$700 | \$900 | \$1,450 | \$3,000 |
| 3 | \$700 | \$950 | \$1,150 | \$1,950 | \$4,000 |
| 4 | \$1,700 | \$1,950 | \$2,150 | \$2,950 | \$5,000 |
| 5 | ICB | ICB | ICB | ICB | ICB |

- Service level 1 is included with all Managed Internet Access End Site/Per Site and Aggregated Egress services at no additional cost
- Service Levels with multiple circuits per site will be billed at total site service/bandwidth costs plus SL Cost
- Pricing for additional bandwidth levels will be based on the above table and may be individually developed or use the tiers above.
- Services beyond Service Level 1 are subject to availability and such availability is expected to improve over the life of the contract as additional connectivity options become available (primarily second carrier and/or diverse path option availability).

- Service level charge covers all additional engineering costs to manage routing, coordinate active/active service configurations, and other similar costs to design, install and maintain higher service levels.
- Current SLA level pricing is the same for all Categories. UDT may provide Category based price reductions in future or similar changes.

For comparison to RFP, we provide the following from the RFP:

- Simple, single point routing design with no alternate egress paths (single circuit providing both Internet egress and WAN connectivity)
 - o UDT Service Level 1
 - Agency based routing with a single egress point located at the central office or other single consolidated routing hub for the district/agency (spoke/hub design)
 - o UDT Service Level 1
 - Agency based routing with multiple egress points, load balanced and resilient routing models that allows egress from any branch office to a primary egress point
 - o UDT Service Levels 2 through 5 provide various design options
6. UDT is responsible for delivering service to the customer site point of demarcation. The customer is responsible for any in-building requirements such as electric, backer board, etc. to allow for standard installation of UDT equipment and telecom connections. The customer will allow UDT team reasonable and timely access as needed to complete any on-campus work and support UDT team with any needed information about the end site.
 7. There are currently no governmental fees applicable to the broadband services requested. However, if such fees become applicable in the future, governmental fees (to the extent the customer is not exempt from such fees) including state, local, and federal taxes, fees, USF, E911 taxes/fees, and similar are in addition to the above rates. These fees will be charged at the applicable rates set by governmental entities and are subject to change over the life of the service contract.
 8. UDT managed Internet access services are subject to UDT's acceptable use policy.
 9. UDT will notify the consortium member when the service is ready for final installation and will work to determine a mutually agreed upon date to turn up service. In the event of customer delays in final installation, UDT reserves the right to start billing for the service two weeks after notification that service is ready.
 10. Pricing was based on the site list in the RFP. Delivery to missing sites, sites with incorrect addresses or similar may not be completed by 7/1/2026 and pricing adjustments may be required depending on the actual details for those sites. UDT will work with consortium members to mitigate any such issues and expects to be successful based on the timing of discovery of any such updates/corrections.
 11. UDT will provide a public DNS resolution point for general egress inquiries. Charges for this service are included in the Managed Services Cost Form pricing.
 12. UDT will provide a Simple Mail Transport Protocol (SMTP) relay point, which does NOT require an authentication process for handling outbound mail messages from the customer's network. UDT is responsible for controlling and mitigating any blocks against the associated server addresses related to assumed or validated 'Spam' activities. Charges for this service are included in the Managed Services Cost Form pricing.

13. UDT will provide support for aggregated LAN hand-off links to high-capacity facilities. Costs for additional connection ports are identified in the notes to Managed Services Cost Form pricing. UDT team will work with consortium members as needed to create the optimal design for networking and E-rate compliance purposes.
14. UDT provides content caching at its POPs connected to the Anderson Consortium network that reduce WAN/Egress traffic loads as part of our standard services. In most cases, due to the real time nature of the content, on-site caching tends to be less effective than in the past. However, UDT will include options for this feature in Addendum 2 – Additional Features.
15. UDT will continue to evaluate additional pricing options to offer more flexibility to consortium members within the structure of this RFP. These changes may include service options such as aggregated egress with different bandwidth commitments on transit vs POP Internet Access, aggregated egress to diverse POPs, and other innovative options to provide consortium members valuable choices as their networking needs grow. UDT sees the pricing options and service bundles in this RFP as a starting point not a restrictive list of service options and will listen to consortium member needs and provide additional choices over the life of the contract. UDT will work with Anderson County Schools to the extent any of these options may require a contract amendment.
16. For the diverse/resilient networking scenarios included in the RFP and any similar designs requested during the contract, UDT will work with the applicable consortium member to develop solution options that minimize any one-time charges. As noted in this cost proposal, UDT does not anticipate that there will be any fiber optic installation charges or similar one-time charges based on our understanding of potential network designs deployed currently or proposed by UDT in this RFP. In the event of new configuration requests that require one-time charges, UDT will confirm any such charges with the consortium member before beginning service or billing any such charges.
17. As applicable, these footnotes also apply to all networking services including Filtering, Firewall and Dark Fiber.

Category V – Telecommunications Footnotes

1. The pricing provided in Managed Services Cost Form represents Not to Exceed pricing. UDT will continue to review pricing for the term of the contract and may offer price points or volume discounts lower than bid response pricing.
2. UDT Trunking services (SIP) are sold on a per channel basis and can be purchased in any quantity. Each channel includes one (1) Direct Inward Dial (DID) number. Additional DIDs can be purchased for \$0.25 each per month,
3. UDT Trunking service (PRI) includes 23 channels per PRI interface. Fractional PRIs are not supported. Each channel includes one (1) Direct Inward Dial (DID) number. Additional DIDs can be purchased for \$0.25 each per month.
4. UDT Trunking service (Analog) includes one channel and one DID.
5. Each channel/DID includes a 911 record. If a customer requires additional 911 records built to accommodate floor or room level location information, each 911 record will cost \$0.50 per month. Customer is required to configure their PBX to outpulse the correct 911 caller ID on all 911 calls.
6. UDT sells off-net Minutes to be used in association with any of UDT's Trunking services. Minutes are \$.003 per minute. Minutes will be billed in arrears.

7. Government fees (USF and local fees such as E911, as applicable) are charged per service. Other fees could be added based on state and local requirements. These fees are not included in the base cost and are subject to change over the life of the contract based on government actions. Based on our K-12 experience, UDT will file periodic traffic studies with the FCC verifying the low interstate usage of K-12 voice. UDT anticipates that USF rates using this method will be between 7% and 10% versus the current FCC safe harbor rate of approximately 23%. UDT will work with consortium members and taxing authorities to minimize impact of taxes and fees as allowable.
8. Service pricing does not include any tariffs that may be applied by the US government to underlying equipment used to deliver the service in the future, if such tariffs or similar apply, we will notify customers as soon as possible. Any tariffs will be billed separately in addition to costs included in this RFP. UDT will work with customers as allowable to minimize the impact of any tariffs or related fees.
9. 411 (Information), International calls and calls to Hawaii and Alaska are billed per use. International calling rates vary per country and are subject to change throughout the life of the contract. International calling is blocked by default but can be enabled upon written request

Category VI – Dark Fiber Footnotes

1. Additional Specifications
 - a. Pricing assumes all sites in a district. If fewer sites are available, the price may need to be adjusted
 - b. Price is based on per cable foot per year and is based on an average span length of at least 2,500 cable feet.
 - c. Each Dark Fiber installation must cross at least one public right of way (ROW)
 - d. Pricing does not anticipate any significant construction for rock, boring, or similar. UDT's pricing includes \$0 construction costs for all Consortium sites for delivery of Category I services.
 - e. UDT reserves the right to adjust pricing for such construction discoveries given that lit fiber solutions are already available/proposed without such added costs.
2. After initial build cost is amortized, pricing for ongoing lease with maintenance and locating services only will be applied reducing monthly cost.

Category VIII - UDT Voice Service Footnotes

1. The pricing provided in Managed Services Cost Form represents Not to Exceed pricing. UDT will continue to review pricing for the term of the contract and may offer price points or volume discounts lower than bid response pricing.
2. UDT provides a hosted Voice over IP service which will utilize the customer's Internet connection. The service is not restricted to the number of "lines" purchased. Voice traffic will have access to your entire bandwidth.
3. Government fees (USF and local fees such as E911, as applicable) are charged per service. Other fees could be added based on state and local requirements. These fees are not included in the base cost and are subject to change over the life of the contract based on government actions. Based on our K-12 experience, UDT will file periodic traffic studies with the FCC verifying the low interstate usage of K-12 voice. UDT anticipates that USF rates using this method will be between 7% and 10% versus the current FCC safe harbor rate of approximately 23%. UDT will work with consortium members and taxing authorities to minimize impact of taxes and fees as allowable.
4. UDT Voice packages include unlimited usage. Assumptions have been made about usage based on traffic patterns in TN school districts to offer the lowest pricing. We reserve the right to look at your traffic patterns and adjust assigned packages, if necessary.

- a. UDT's simple voice package is expected to be used for 50 minutes or less each month. If a simple voice package is consistently above the standard, UDT may adjust billing to a higher-level voice package after discussion with customer.
5. UDT Voice extension prices include Local Number Portability (LNP) and PinPoint 911, if desired. PinPoint 911 offers the ability to provide additional location level information to the local Public Safety Answering Point (PSAP).
6. If Customer elects to provide location-based data for E911 calls based on switch port, wireless BSSID, and/or IP subnet; the customer is responsible for building out and maintaining that location data.
7. 411 (Information), International calls and calls to Hawaii and Alaska are billed per use. International calling rates vary per country and are subject to change throughout the life of the contract. International calling is blocked by default but can be enabled upon written request.
8. End User devices are shipped directly to the customer requested location. Shipping charges are typically billed in addition to the cost of the devices but will be combined with handset price where indicated as required by this RFP.
9. The devices proposed are Power Over Ethernet (POE). If a customer requires AC powered phones, please see Additional Services Pricing in Addendum 2.
10. UDT has included the currently available end user devices in our Managed Services Cost Form and Addendum 2 Additional Services pricing. New models may become available and older models may reach end of life during the term of the contract. UDT will work with customers to propose the most up-to-date models at the time the customer is purchasing devices.
11. Each extension has the option to include a Direct Inward Dial (DID) number at no additional charge. Customers desiring to maintain spare DIDs for future use will be billed a monthly fee per DID for spares.
12. When integrating with customer owned and maintained paging systems additional equipment may be required for integration. This equipment is not included in the monthly cost of the extension.
13. UDT's proposal assumes the customer will be installing the devices. Should the customer require UDT to perform this task, a per handset installation fee will apply. Please see Additional Services Pricing in Addendum 2.
14. Equipment/handset pricing does not include any tariffs that may be applied by the US government in the future. If such tariffs or similar apply, we will notify customers during the service/handset selection process if possible. Any tariffs will be billed separately in addition to costs included in this RFP. UDT will work with customers as allowable to minimize the impact of any tariffs or related fees.
15. UDT works closely with our distributors to ensure inventory levels for devices remain adequate to meet customer requested timelines. However, UDT is not responsible for significant global events such as COVID which may impact supply chain for devices although as a major vendor, UDT has had a high level of success meeting customer needs in difficult times.

16. UDT reserves the right to adjust handset pricing with 30 days written notice based on market changes. Such changes will be discussed with Anderson County Schools in advance of implementation and are not expected to be required very often based on past history.
17. Authorized customer personnel with access to the admin functions within the UDT Voice portal will have the ability to review/download any needed Call Detail Record (CDR) information. Since UDT's Voice service includes unlimited usage, UDT does not provide call details on the monthly voice bill.

General Footnotes

1. UDT will work with consortium members to fully quote all services prior to beginning work to minimize any unexpected charges/billing.
2. UDT considers per site circuit to be equivalent to end site and end site/ingress service.
3. Consortium members can request optional payment terms other than monthly if desired. However, local payments must be paid within 90 days of invoice per E-Rate rules.
4. In the event of extraordinary delays in E-Rate funding approval or payment, UDT may request consortium members to pay more than local portion up to 100% of total cost.
5. Additional pricing reductions may be available for the purchase of multiple services from this RFP including E-Rate and non-E-Rate services. Any such pricing reductions will be shared equally among the products and the payment sources (E-Rate and local) to maintain appropriate pricing parity/fairness.
6. Additional pricing reductions may be available for consortium member term commitments.
7. If Service Level Agreement events result in credits or other payment to customers, those amounts will be provided to both E-Rate/USAC and consortium member based on E-Rate discount percentage. For example, if the discount rate is 80%, then 80% of any applicable amount would be returned to the federal government.
8. Service pricing does not include any tariffs that may be applied by the US government to underlying equipment used to deliver the service in the future, if such tariffs or similar apply, we will notify customers as soon as possible. Any tariffs will be billed separately in addition to costs included in this RFP. UDT will work with customers as allowable to minimize the impact of any tariffs or related fees.

UDT Cost Proposal – Addendum 2
Additional Value-Add Features/Products/Services

UDT provides these additional items as part of total cost proposal for services.

- Pricing footnotes from entire Cost Proposal package including Addendum 1 also apply to the service pricing in this Addendum, where applicable.
- All services footnote: Rates listed are not to exceed amounts that may be reduced based on volume purchased or other consistently applied discount methods. For any E-Rate eligible services, discounts will be allocated between E-Rate and local customer costs per program rules. One-time charges can be reduced or waived at UDT's discretion.

Managed Internet Access Features and Services

| Service/Feature | One-Time Fee | Monthly Fee | Notes |
|--|--------------|-------------|---|
| Make Ready evaluation, planning, coordination for network service deployment | ICB | N/A | Specific project-based quote |
| Site Move/Add/Change | ICB | N/A | For non-standard situations |
| Managed Internet Access – IA at POP only | | \$5 | Per Mb per month |
| Light and Manage Customer Owned Fiber | | \$500 | WAN connection |
| Campus Connection Fiber – build/light/manage | ICB | \$300 | Customer owned |
| Additional Managed Router – standard device | | \$100 | |
| Additional Router ports – standard device | | \$50 | If available |
| Additional Switch/Router – Small | | \$200 | Model based on need |
| Additional Switch/Router – Medium | | \$350 | Model based on need |
| Additional Switch/Router – Large | | \$500 | Model based on need |
| Caching – on-premises solution – Small | | \$300 | Model based on need |
| Caching – on-premises solution – Medium | | \$500 | Model based on need |
| Caching – on-premises solution – Large | | \$1,000 | Model based on need |
| LAN Switch/Router monitoring/management | | \$50 | Qualified devices only |
| Historical Bandwidth and Other Reporting | ICB | ICB | Beyond 13 weeks Based on specific customer needs |

| UDT SPS Professional Services | One-Time Fee | Hourly Fee | Notes |
|---|--------------|------------|-----------------------------|
| Consulting - Engineer | | \$125 | |
| Consulting – Lead Engineer | | \$200 | |
| Consulting/Assessment for IP address renumbering /IPv6 conversion | | \$75 | Specific project-based rate |
| Consulting – Wi-Fi Engineer | | \$175 | Wi-Fi assessments |

Service Notes:

- All services subject to availability. Availability expected to increase over life of contract.
- Additional feature/services prices subject to change - may increase up to 10% per year as needed due to market and /or economic conditions.
- Travel and related expense charges are in addition to above costs, if applicable, and will be charged at cost.
- UDT will work with Customers to fully quote all services prior to beginning work to minimize any unexpected charges/billing.
- On premise Caching and Filtering devices are required to be co-managed between UDT and CM. SLAs will not be applicable to monitoring, alerting or other downtime related to these services or their impact on other services.
- For Professional Services, prepaid blocks of hours and project-based pricing at discounted rates may be available.

Firewall/Security

District Specific Basic Firewall Service – Hosted

(Pricing based on Aggregated Egress bandwidth)

| | Hosted Basic Firewall (per Gbps) | Per Month |
|-------|----------------------------------|-----------|
| up to | 1 Gbps | \$500 |
| up to | 5 Gbps | \$1,000 |
| up to | 10 Gbps | \$1,500 |
| up to | 25 Gbps | \$3,000 |
| up to | 50 Gbps | \$7,000 |
| up to | 100 Gbps | \$12,500 |

- Price for service past 100 Gbps, as available, based on per Gbps price at 100 Gbps or lower

Firewall – DDoS – Unified Thread Management (UTM)

| UDT SPS Security Services | One-Time Fee | Monthly Fee | Notes |
|--|--------------|-------------|--------------------|
| Unified Threat Management (UTM) | | | |
| Up to 5 Gbps | | \$1,000 | |
| 6 – 10 Gbps | | \$3,500 | |
| 11 – 15 Gbps | | \$6,000 | |
| DDoS District Specific Mitigation, Alarming and Reporting | | | |
| Up to 2 Gbps | | \$2,500 | Per Gbps Per Month |
| 2 – 5 Gbps | | \$2,250 | Per Gbps Per Month |
| >5 Gbps | | \$2,000 | Per Gbps Per Month |

- UTM and DDoS services require purchase of UDT Managed Internet Access – Aggregated Egress.
- Requires 1 year purchase commitment.
- Discounts may be available for longer purchase commitments and/or specific services purchased.
- UTM/DDoS package pricing available.
- Prices are in addition to Managed Internet Access- Aggregated Egress and Hosted Basic Firewall
- Pricing based on Aggregated Egress bandwidth
- Additional higher bandwidth services are available based on these prices.

Additional Services – Voice

Prices listed below reflect Standard price points for each item. Discounts may be applied based on volume purchased.

| UDT Voice Services | NRC | MRC |
|--|------------|------------|
| UDT Voice Simple | \$- | \$8.00 |
| UDT Voice Basic | \$- | \$14.00 |
| UDT Voice Advanced | \$- | \$20.00 |
| Multi-Level Hunt Group | \$- | \$20.00 |
| Call Center Agent | \$- | \$20.00 |
| Call Center Supervisor | \$- | \$35.00 |
| Auto Attendant | \$- | \$20.00 |
| Fax (physical) | \$- | \$25.00 |
| Fax (virtual) | \$- | \$10.00 |
| Loud Ringer | \$- | \$8.00 |
| Bell Scheduler | \$- | \$25.00 |
| Paging Integration with customer owned system (may require additional equipment) | \$- | \$15.00 |
| Intercom extension | \$- | \$5.00 |
| Life Safety Line (equipment and Monthly fee) | \$500.00 | \$50.00 |
| Life Safety Line set up fee | \$250.00 | \$- |
| Life Safety data plan (per device) | \$- | \$15.00 |
| Additional TN (DID) | \$- | \$0.25 |
| PinPoint 911 record on UDT Trunking (per DID) | \$- | \$0.50 |
| UDT Trunking (SIP) per channel | \$- | \$10.00 |
| UDT Trunking (PRI) 23 channels | \$- | \$200.00 |
| UDT Trunking (analog) | \$- | \$25.00 |
| Off-net minutes per minute | \$- | \$0.003 |
| Professional Services | | |
| Half day on-site training | \$1,000.00 | \$- |
| Full day on-site training | \$2,000.00 | \$- |

| | | |
|--|------------|------------|
| On-site handset install (per handset) | \$40.00 | \$- |
| Voice/Network Engineer (outside standard project scope) (hourly rate) | \$175.00 | \$- |
| Advanced Call Center | NRC | MRC |
| Pro Agent (per agent) | \$250.00 | \$64.00 |
| Advanced Agent (per agent) | \$250.00 | \$96.00 |
| Supervisor (per supervisor) | \$250.00 | \$- |
| Call Center Design/Set up | \$3,000.00 | \$- |
| Transcription and Sentiment (per user, must be enabled for all agents if selected) | \$400.00 | \$17.00 |

| Devices | | | |
|------------------------------------|----------|-----------------------------------|----------|
| Yealink | | Yealink | |
| SIP-T31P (POE) or equivalent | \$45.00 | SIP-T31P (AC) or equivalent | \$55.00 |
| SIP-T31G (POE) or equivalent | \$60.00 | SIP-T31G (AC) or equivalent | \$70.00 |
| SIP-T34W (POE) or equivalent | \$85.00 | SIP-T34W (AC) or equivalent | \$95.00 |
| SIP-T44U (POE) or equivalent | \$100.00 | SIP-T44U (AC) or equivalent | \$110.00 |
| SIP-T44W (POE) or equivalent | \$110.00 | SIP-T44W (AC) or equivalent | \$120.00 |
| SIP-T46U (POE) or equivalent | \$155.00 | SIP-T46U (AC) or equivalent | \$165.00 |
| SIP-T48U (POE) or equivalent | \$210.00 | SIP-T48U (AC) or equivalent | \$220.00 |
| SIP-T54W (POE) or equivalent | \$170.00 | SIP-T54W (AC) or equivalent | \$180.00 |
| SIP-T57W (POE) or equivalent | \$220.00 | SIP-T57W (AC) or equivalent | \$230.00 |
| SIP-T58W (POE) or equivalent | \$290.00 | SIP-T58W (AC) or equivalent | \$300.00 |
| SIP-T58W (Pro) (POE) or equivalent | \$320.00 | SIP-T58W (Pro) (AC) or equivalent | \$330.00 |

| Yealink DECT Handsets | |
|--|----------|
| W76P (W56H handset w/ W70B base station) or equivalent | \$155.00 |
| W77P (W57R handset w/ W70B base station) or equivalent | \$210.00 |
| Yealink Conference Phones | |
| CP925 or equivalent | \$360.00 |
| CP935W-Base or equivalent | \$525.00 |
| CP965 or equivalent | \$495.00 |
| Yealink Accessories | |
| EXP43 Color Expansion Module for T4U/W Series phones or equivalent | \$110.00 |
| EXP50 Color Expansion Module for T5 Series phones or equivalent | \$110.00 |
| BTH58 Wireless handset for use with SIP-T58W or equivalent | \$50.00 |
| W56H DECT cordless handset or equivalent | \$90.00 |

| | | | |
|--|----------|------------------------------|----------|
| W57R ruggedized DECT handset or equivalent | \$155.00 | | |
| Power supply for T54W/T57W/T58W | \$15.00 | | |
| Power supply for T31P/G, W56H | \$11.00 | | |
| Wall Mount T31P/G | \$11.00 | | |
| Wall Mount T46U | \$11.00 | | |
| Wall Mount T48U | \$11.00 | | |
| Wall Mount T54W | \$11.00 | | |
| Wall Mount T57W | \$11.00 | | |
| CP Wireless DECT Expansion Mic for CP965 or equivalent | \$210.00 | | |
| Devices | | | |
| HP Poly | | | |
| Edge E100 (POE) or equivalent | \$120.00 | Edge E100 (AC) or equivalent | \$130.00 |
| Edge E220 (POE) or equivalent | \$130.00 | Edge E220 (AC) or equivalent | \$140.00 |
| Edge E350 (POE) or equivalent | \$200.00 | Edge E350 (AC) or equivalent | \$210.00 |
| Edge E450 (POE) or equivalent | \$260.00 | Edge E450 (AC) or equivalent | \$275.00 |
| Edge E550 (POE) or equivalent | \$285.00 | Edge E550 (AC) or equivalent | \$295.00 |

| | |
|--|----------|
| HP Poly DECT Handsets | |
| Rove 20 DECT Handset or equivalent | \$110.00 |
| Rove 20 Handset and B1 Single Cell Base Station or equivalent | \$210.00 |
| Rove 30 DECT handset or equivalent | \$160.00 |
| Rove 30 Handset and B2 Single /Dual Cell DECT Base Station Kit or equivalent | \$290.00 |
| Rove B2 Single/Dual Cell DECT Base Station or equivalent | \$225.00 |
| HP Poly Conference Phones | |
| Trio 8300 IP Conference phone POE Enabled or equivalent | \$325.00 |
| Trio 8300 IP Conference phone POE Enabled with Power Kit or equivalent | \$410.00 |
| HP Poly Accessories | |
| Edge E Expansion Module | \$200.00 |
| Edge E Expansion Module Desk Stand | \$65.00 |
| Edge E Expansion Module Wall Mount Bracket | \$50.00 |
| Rove 30/40/B2/B4/R8 Power Supply 5V/2A-US | \$35.00 |
| Edge E Handset and Cord (5 pieces) | \$115.00 |
| Edge E100/E220 Wall Mount Bracket | \$40.00 |
| Edge E100/E220 Desk Stand (5 pieces) | \$60.00 |
| Edge 350 Wall Mount Bracket | \$50.00 |
| Edge 350 Desk Stand (5 pieces) | \$60.00 |
| Wall Mount Bracket for Poly Edge E 450/550 | \$50.00 |
| Edge E450/550 Desk Stand (5 pieces) | \$70.00 |
| Edge E100-450 Power supply, 5V/3A-US | \$30.00 |

| Algo | |
|---|--|
| 8301 or equivalent | \$395.00 |
| 8373 or equivalent | \$435.00 |
| 8180 or equivalent | \$350.00 |
| 8186 or equivalent | \$495.00 |
| 8188 or equivalent | \$460.00 |
| 8189 or equivalent | \$510.00 |
| 8190 or equivalent | \$985.00 |
| 8190S or equivalent | \$1,210.00 |
| 8410 or equivalent | \$1,410.00 |
| 8420 or equivalent | \$1,860.00 |
| 8039 or equivalent | \$1,610.00 |
| 8063 or equivalent | \$345.00 |
| 8201 or equivalent | \$460.00 |
| Algo Accessories | |
| Wall Mount Bracket for 8180 Speaker | \$31.00 |
| Wall Mount Bracket for 8186 | \$43.00 |
| T-Bar Brackets for 8188 Ceiling Speaker | \$85.00 |
| On-site Algo Device Installation | Pricing based on scope of installation |

UDT Services

| Additional UDT Services - Professional, Security, Lifecycle/End User Device Management | | | |
|--|--------------|-------------|-------------|
| Product | Product ID | Amount (\$) | Unit |
| Professional Services | | | |
| Business Transformation Architect | BT-PS-BTA | 565 | Hour |
| Business Transformation Consultant | BT-PS-BTC | 285 | Hour |
| Business Transformation Executive | BT-PS-BTE | 480 | Hour |
| Business Transformation Lead | BT-PS-BTL | 375 | Hour |
| Business Transformation Program Manager | BT-PS-BTPM | 335 | Hour |
| Cloud Professional Services - Lead Engineer | CLD-PS-LE | 285 | Hour |
| Cloud Project Management - Principal Project Manager | CLD-PM-PPM | 240 | Hour |
| Cloud Project Management - Program Manager | CLD-PM-PGM | 270 | Hour |
| PSAT Field Services - Lifecycle Project Management Services | PSAT-FS-LPMS | 10,080 | Fixed Price |
| PSAT Professional Services - Mobility Engineer | PSAT-PS-ME | 2,416 | Bundle |
| PSAT Professional Services - Professional Service - Integration Engineer | PSAT-PS-PSIE | 125 | Hour |

UDT Services Agreement

| | | | |
|--|-----------------|--------|------------------|
| PSAT Professional Services - Professional Services - Integration Architect | PSAT-PS-PSIA | 175 | Hour |
| PSAT Professional Services - Solutions Architect - Technology Manager | PSAT-PS-LE | 275 | Hour |
| PSAT Professional Services - Technology Consultant | PSAT-PS-TC | 225 | Hour |
| PSAT Project Management - Principal Project Manager | PSAT-PM-PPM | 240 | Hour |
| PSAT Project Management - Program Manager | PSAT-PM-PGM | 270 | Hour |
| PSAT Travel - Travel Expenses, at cost | PSAT-TRV-TE | - | Trip |
| Cybersecurity | | | |
| Assess & Baseline - Awareness, Training and Education Program (Assess Program, Qtrly Email Phish Tests, Report, Monitor) (Monthly Fee) | CYB-RM-ATE1Q-MF | 2,850 | Program |
| Assess & Baseline - Awareness, Training and Education Program (Assess Program, Semi-Annual Email Phish Tests, Report, Monitor) (Monthly Fee) | CYB-RM-ATE2S-MF | 1,650 | Program |
| Assess & Baseline - Awareness, Training and Education Program (One Email Phish Test, Report on Findings with Recommendations) (Monthly Fee) | CYB-RM-ATE1-MF | 600 | Program |
| Assess & Baseline - Baseline NIST Assessment | CYB-RM-BNA | 5,000 | Exercise |
| Assess & Baseline - Custom Developed Content Awareness, Training and Education Animated Videos with 5 quizzes each. Brandable, 1 Edit Included | CYB-RM-ATEV3 | 5,000 | Video |
| Assess & Baseline - Four (4) custom email phishing test content created, deployment, reporting and recommendations | CYB-RM-ATE3 | 27,187 | Exercise |
| Assess & Baseline - One-Time custom email phish test creation, deployment, reporting and recommendations | CYB-RM-ATE | 8,000 | Exercise |
| Assess & Baseline - PCI Assessment, PCI Gap, ROC, and AOC | CYB-RM-PCI | 30,000 | Exercise |
| Assess & Baseline - Risk Assessment, Compliance Based (Organizations <= 500 Employees) | CYB-RM-RISKCO1 | 26,000 | Exercise |
| Assess & Baseline - Risk Assessment, Compliance Based (Organizations <= 1000 Employees) | CYB-RM-RISKCO2 | 39,750 | Exercise |
| Assess & Baseline - Risk Assessment, Compliance Based (Organizations > 1000 Employees) | CYB-RM-RISKCO3 | 60,000 | Exercise |
| Assess & Baseline - Risk Assessment, Non Compliance, No Security Vulnerability Assessment (Organizations <= 500 Employees) | CYB-RM-RISKNC1 | 30,500 | Exercise |
| Assess & Baseline - Risk Assessment, Non Compliance, No Security Vulnerability Assessment, Tier 0 | CYB-RM-RISKNC0 | 20,000 | Exercise |
| Assess & Baseline - Risk Assessment, Non Compliance, No Security Vulnerability Assessment (Organizations <= 1000 Employees) | CYB-RM-RISKNC2 | 42,500 | Exercise |
| Assess & Baseline - Risk Assessment, Non Compliance, No Security Vulnerability Assessment (Organizations > 1000 Employees) | CYB-RM-RISKNC3 | 55,000 | Exercise |
| Assess & Baseline - Security Program Assessment Single L1 UDTSecure Impact Program Level (56 Safeguards NIST+CIS) | CYB-RM-SPA1 | 17,500 | Exercise |
| Assess & Baseline - Security Program Assessment Single L1 UDTSecure Impact Program Level (56 Safeguards NIST+CIS) (Monthly Fee) | CYB-RM-SPA1-MF | 1,377 | Exercises / Year |

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| Assess & Baseline - Security Program Assessment Single L2 UDTSecure Impact Program Level (130 Safeguards NIST+CIS) | CYB-RM-SPA2 | 27,500 | Exercise |
| Assess & Baseline - Security Program Assessment Single L2 UDTSecure Impact Program Level (130 Safeguards NIST+CIS) (Monthly Fee) | CYB-RM-SPA2-MF | 2,163 | Exercises / Year |
| Assess & Baseline - Security Program Assessment Single L3 UDTSecure Impact Program Level (153 Safeguards NIST+CIS) | CYB-RM-SPA3 | 38,500 | Exercise |
| Assess & Baseline - Security Program Assessment Single L3 UDTSecure Impact Program Level (153 Safeguards NIST+CIS) (Monthly Fee) | CYB-RM-SPA3-MF | 3,029 | Exercises / Year |
| Assess & Baseline - Semi-Annual custom email phish test creation, deployment, reporting and recommendations | CYB-RM-ATE2 | 15,104 | Exercise |
| Assess & Baseline - Six (6) Awareness, Training and Education Animated Videos with 5 quizzes each, Co-Branded | CYB-RM-ATEV1 | 4,500 | Video |
| Assess & Baseline - Twelve (12) Awareness, Training and Education Animated Videos with 5 quizzes each, Co-Branded | CYB-RM-ATEV2 | 8,100 | Video |
| Assess & Baseline - UDT Asset ID Assessment | CYB-RM-AISAsmt | 7,500 | Fixed Price |
| Attack & Resiliency - Active Directory Comprehensive Risk, Threat and Resiliency Assessment (Monthly Fee) | CYB-AR-ADRT-MF | 1,573 | Exercises / Year |
| Attack & Resiliency - AD Security & Resilience Assessment (Express) | CYB-AR-ADSRAExp | 8,000 | Each |
| Attack & Resiliency - AD Security & Resiliency Assessment | CYB-AR-ADR | 13,750 | Exercise |
| Attack & Resiliency - AD Security & Resiliency Assessment (Monthly Fee) | CYB-AR-ADR-MF | 1,082 | Exercises / Year |
| Attack & Resiliency - Adversary Payload Resiliency | CYB-AR-APR | 8,000 | Each |
| Attack & Resiliency - Anti Virus Risk, and Resiliency Assessment (Configuration and KPI, KRI Measures) | CYB-AR-AVAP | 8,000 | Exercise |
| Attack & Resiliency - Azure Cloud Penetration Testing and Security Assessment | CYB-AR-CLDPT | 19,500 | Exercise |
| Attack & Resiliency - Compromise Assessment (Organizations <= 1000 Employees) | CYB-AR-COA2 | 25,000 | Exercise |
| Attack & Resiliency - Compromise Assessment (Organizations <= 1000 Employees) (Monthly Fee) | CYB-AR-COA2-MF | 1,967 | Exercises / Year |
| Attack & Resiliency - Compromise Assessment (Organizations <= 500 Employees) | CYB-AR-COA1 | 15,000 | Exercise |
| Attack & Resiliency - Compromise Assessment (Organizations <= 500 Employees) (Monthly Fee) | CYB-AR-COA1-MF | 1,180 | Exercises / Year |
| Attack & Resiliency - Compromise Assessment (Organizations > 1000 Employees) | CYB-AR-COA3 | 28,320 | Exercise |
| Attack & Resiliency - Compromise Assessment (Organizations > 1000 Employees) (Monthly Fee) | CYB-AR-COA3-MF | 2,360 | Exercises / Year |
| Attack & Resiliency - Email Security Application & Resiliency Assessment (Organizations <= 1000 Employees) | CYB-AR-EMAIL2 | 10,000 | Exercise |
| Attack & Resiliency - Email Security Application & Resiliency Assessment (Organizations <= 1000 Employees) (Monthly Fee) | CYB-AR-EM1-MF | 787 | Exercises / Year |

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| Attack & Resiliency - Email Security Application & Resiliency Assessment (Organizations > 1000 Employees) | CYB-AR-EMAIL3 | 12,500 | Exercise |
| Attack & Resiliency - Email Security Application & Resiliency Assessment (Organizations > 1000 Employees) (Monthly Fee) | CYB-AR-EM2-MF | 983 | Exercises / Year |
| Attack & Resiliency - External Network Resiliency Assessment | CYB-AR-ENRA | 8,000 | Each |
| Attack & Resiliency - External Network Vulnerability Scan (Up to 100 IPs) (Monthly Fee) | CYB-AR-EXVSB3-MF | 950 | Exercises / Year |
| Attack & Resiliency - External Network Vulnerability Scan (Up to 50 IPs) (Monthly Fee) | CYB-AR-EXVSB1-MF | 633 | Exercises / Year |
| Attack & Resiliency - External Network Vulnerability Scan (Up to 75 IPs) (Monthly Fee) | CYB-AR-EXVSB2-MF | 792 | Exercises / Year |
| Attack & Resiliency - External Network Vulnerability Scans (Up to 100 IPs) | CYB-AR-EXVSB2 | 3,920 | Exercise |
| Attack & Resiliency - External Network Vulnerability Scans (Up to 200 IPs) | CYB-AR-EXVSB3 | 4,704 | Exercise |
| Attack & Resiliency - External Network Vulnerability Scans (Up to 25 IPs) | CYB-AR-EXVSB1 | 2,352 | Exercise |
| Attack & Resiliency - External Penetration Test (Up to 100 IPs) | CYB-AR-EXPTB2 | 12,500 | Exercise |
| Attack & Resiliency - External Penetration Test (Up to 100 IPs) (Monthly Fee) | CYB-AR-EXPT2-MF | 983 | Exercises / Year |
| Attack & Resiliency - External Penetration Test (Up to 200 IPs) | CYB-AR-EXPTB3 | 15,000 | Exercise |
| Attack & Resiliency - External Penetration Test (Up to 200 IPs) (Monthly Fee) | CYB-AR-EXPT3-MF | 1,180 | Exercises / Year |
| Attack & Resiliency - External Penetration Test (Up to 25 IPs) (Monthly Fee) | CYB-AR-EXPT1-MF | 629 | Exercises / Year |
| Attack & Resiliency - External Penetration Test (Up to 25) | CYB-AR-EXPTB1 | 8,000 | Exercise |
| Attack & Resiliency - Firewall Configuration Review (per config) | CYB-AR-FRW | 4,200 | Each |
| Attack & Resiliency - Firewall Risk, Threat and Resiliency | CYB-AR-FSR | 2,000 | Device |
| Attack & Resiliency - IDS/IPS Risk, Threat and Resiliency | CYB-AR-IDPS | 2,000 | Device |
| Attack & Resiliency - Information Security Consultant | CYB-AR-ISC | 175 | Hour |
| Attack & Resiliency - Internal Network Vulnerability Scan (Up to 2,500 IPs) (Monthly Fee) | CYB-AR-INVSB2-MF | 1,013 | Exercises / Year |
| Attack & Resiliency - Internal Network Vulnerability Scan (Up to 5,000 IPs) (Monthly Fee) | CYB-AR-INVSB3-MF | 1,599 | Exercises / Year |
| Attack & Resiliency - Internal Network Vulnerability Scan (Up to 500 IPs) (Monthly Fee) | CYB-AR-INVSB1-MF | 507 | Exercises / Year |
| Attack & Resiliency - Internal Network Vulnerability Scans (Up to 2,500 IPs) | CYB-AR-INVSB2 | 7,056 | Exercise |
| Attack & Resiliency - Internal Network Vulnerability Scans (Up to 5,000 IPs) | CYB-AR-INVSB3 | 9,800 | Exercise |
| Attack & Resiliency - Internal Network Vulnerability Scans (Up to 500 IPs) | CYB-AR-INVSB1 | 3,920 | Exercise |
| Attack & Resiliency - Internal Penetration Test (Up to 2,500 IPs) | CYB-AR-INPTB2 | 13,750 | Exercise |
| Attack & Resiliency - Internal Penetration Test (Up to 2,500 IPs) (Monthly Fee) | CYB-AR-INPT2-MF | 1,082 | Exercises / Year |

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| Attack & Resiliency - Internal Penetration Test (Up to 5,000 IPs) | CYB-AR-INPTB3 | 22,500 | Exercise |
| Attack & Resiliency - Internal Penetration Test (Up to 5,000 IPs) (Monthly Fee) | CYB-AR-INPT3-MF | 1,770 | Exercises / Year |
| Attack & Resiliency - Internal Penetration Test (Up to 500 IPs) | CYB-AR-INPTB1 | 10,000 | Exercise |
| Attack & Resiliency - Internal Penetration Test (Up to 500 IPs) (Monthly Fee) | CYB-AR-INPT1-MF | 787 | Exercises / Year |
| Attack & Resiliency - Microsoft 365 Security Assessment and Attack Path Analysis | CYB-AR-M365SAAP A | 8,000 | Each |
| Attack & Resiliency - Mobile Application Penetration Test (iOS & Android) | CYB-AR-MOBPT2 | 20,000 | Exercise |
| Attack & Resiliency - Mobile Application Penetration Test (iOS or Android) | CYB-AR-MOBPT1 | 13,750 | Exercise |
| Attack & Resiliency - Network Routers/Switches, Threat and Resiliency | CYB-AR-NRTR | 2,000 | Device |
| Attack & Resiliency - Network Security & Resiliency (10 Assets Tested) (Monthly Fee) | CYB-AR-NSR3-MF | 1,731 | Exercises / Year |
| Attack & Resiliency - Network Security & Resiliency (4 Assets Tested) (Monthly Fee) | CYB-AR-NSR1-MF | 629 | Exercises / Year |
| Attack & Resiliency - Network Security & Resiliency (6 Assets Tested) (Monthly Fee) | CYB-AR-NSR2-MF | 944 | Exercises / Year |
| Attack & Resiliency - Offensive Security Test Credits | CYB-AR-OSTC | 2,200 | Credit |
| Attack & Resiliency - OS Security & Resiliency (2 Server Assets) (Monthly Fee) | CYB-AR-OS1-MF | 472 | Exercises / Year |
| Attack & Resiliency - OS Security & Resiliency (3 Server Assets) (Monthly Fee) | CYB-AR-OS2-MF | 708 | Exercises / Year |
| Attack & Resiliency - OS Security & Resiliency (6 Server Assets) (Monthly Fee) | CYB-AR-OS3-MF | 1,495 | Exercises / Year |
| Attack & Resiliency - Virtual Private Network Threat and Resiliency Assessment | CYB-AR-VPN | 2,000 | Device |
| Attack & Resiliency - Virtualization Security & Resiliency Assessment | CYB-AR-VEEM | 4,000 | Device |
| Attack & Resiliency - Virtualization Security & Resiliency Assessment (Organizations <= 1000 Employees) (Monthly Fee) | CYB-AR-PG2-MF | 472 | Exercises / Year |
| Attack & Resiliency - Virtualization Security & Resiliency Assessment (Organizations > 1000 Employees) (Monthly Fee) | CYB-AR-PG3-MF | 944 | Exercises / Year |
| Attack & Resiliency - VoIP Risk Threat and Resiliency Assessment | CYB-AR-VOP | 3,000 | Device |
| Attack & Resiliency - Web Application Access Control Security Review | CYB-AR-WAACSR | 7,000 | Fixed Price |
| Attack & Resiliency - Web Application Access Control Security Review (Monthly Fee) | CYB-AR-WAAZ-MF | 472 | Exercises / Year |
| Attack & Resiliency - Web Application Pentest (2 Access Levels per application) | CYB-AR-WAP1 | 12,500 | Exercise |
| Attack & Resiliency - Web Application Pentest (2 Access Levels) (Monthly Fee) | CYB-AR-WAP1-MF | 983 | Exercises / Year |
| Attack & Resiliency - Web Application Pentest (4 Access Levels per application) | CYB-AR-WAP2 | 20,000 | Exercise |
| Attack & Resiliency - Web Application Pentest (4 Access Levels) (Monthly Fee) | CYB-AR-WAP2-MF | 1,573 | Exercises / Year |
| Attack & Resiliency - Web Application Pentest (6 Access Levels per application) | CYB-AR-WAP3 | 27,500 | Exercise |
| Attack & Resiliency - Web Application Pentest (6 Access Levels) (Monthly Fee) | CYB-AR-WAP3-MF | 2,163 | Exercises / Year |

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| Attack & Resiliency - Windows OS Application Server Secure Configuration | CYB-AR-WSVR | 3,000 | Device |
| Attack & Resiliency - Windows OS Database Server Secure Configuration | CYB-AR-WDBF | 3,000 | Device |
| Attack & Resiliency - Windows OS Web Server Secure Configuration | CYB-AR-WWSR | 3,000 | Device |
| Attack & Resiliency - Windows OS Workstation Secure Configuration | CYB-AR-WWST | 3,000 | Device |
| Attack & Resiliency - Wireless Access Point Risk Threat and Resiliency Assessment | CYB-AR-WAP | 2,000 | Device |
| Attack & Resiliency - Wireless Network Penetration Test | CYB-AR-WIFIPT | 4,000 | Exercise |
| Attack & Resiliency - Wireless Network Penetration Test (Monthly Fee) | CYB-AR-WIPTZ-MF | 315 | Exercises / Year |
| Cyberanalytics Platform - CyberAnalytics Platform (Organizations <= 500 Employees) (Monthly Fee) | CYB-RTD-CYBERA1-MF | 833 | Platform |
| Cyberanalytics Platform - CyberAnalytics Platform (Organizations <= 1000 Employees) (Monthly Fee) | CYB-RTD-CYBERA2-MF | 1,042 | Platform |
| Cyberanalytics Platform - CyberAnalytics Platform (Organizations > 1000 Employees) (Monthly Fee) | CYB-RTD-CYBERA3-MF | 1,302 | Platform |
| Incident Response - Incident Response as a Service including initial IR service assessment (Tier 1) (Monthly Fee) | CYB-IRR-IRT1-MF | 2,950 | Retainer |
| Incident Response - Incident Response as a Service including initial IR service assessment (Tier 2) (Monthly Fee) | CYB-IRR-IRT2-MF | 3,933 | Retainer |
| Incident Response - Incident Response as a Service including initial IR service assessment (Tier 3) (Monthly Fee) | CYB-IRR-IRT3-MF | 5,664 | Retainer |
| Incident Response - Incident Response as a Service including initial IR service assessment (Tier 4) (Monthly Fee) | CYB-IRR-IRT4-MF | 10,227 | Retainer |
| Incident Response - Incident Response on Demand. Block of 120 response hours | CYB-IRR-ODB2 | 34,800 | Block |
| Incident Response - Incident Response On Demand. Block of 80 response hours | CYB-IRR-ODB1 | 24,000 | Block |
| Incident Response - Incident Response Table Top Exercise (Organizations <= 1000 Employees) | CYB-IRR-TTX2 | 12,500 | Exercise |
| Incident Response - Incident Response Table Top Exercise (Organizations <= 1000 Employees) (Monthly Fee) | CYB-IRR-IRTTX2-MF | 983 | Exercises / Year |
| Incident Response - Incident Response Table Top Exercise (Organizations <= 500 Employees) | CYB-IRR-TTX1 | 8,000 | Exercise |
| Incident Response - Incident Response Table Top Exercise (Organizations <= 500 Employees) (Monthly Fee) | CYB-IRR-IRTTX1-MF | 787 | Exercises / Year |
| Incident Response - Incident Response Table Top Exercise (Organizations > 1000 Employees) | CYB-IRR-TTX3 | 16,250 | Exercise |
| Incident Response - Incident Response Table Top Exercise (Organizations > 1000 Employees; 2 Scenarios) (Monthly Fee) | CYB-IRR-IRTTX3-MF | 1,278 | Exercises / Year |
| Incident Response - Ransomware Readiness Testing (Organizations <= 1000) | CYB-IRR-RR2 | 25,000 | Exercise |
| Incident Response - Ransomware Readiness Testing (Organizations <= 1000) (Monthly Fee) | CYB-IRR-RR2-MF | 1,875 | Exercises / Year |
| Incident Response - Ransomware Readiness Testing (Organizations <= 500) | CYB-IRR-RR1 | 13,750 | Exercise |

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| Incident Response - Ransomware Readiness Testing (Organizations <= 500) (Monthly Fee) | CYB-IRR-RR1-MF | 1,031 | Exercises / Year |
| Incident Response - Ransomware Readiness Testing (Organizations > 1000) | CYB-IRR-RR3 | 41,250 | Exercise |
| Incident Response - Ransomware Readiness Testing (Organizations > 1000) (Monthly Fee) | CYB-IRR-RR3-MF | 3,094 | Exercises / Year |
| Managed Services - Assessments and Audits (Monthly Fee) | CYB-MS-AA-MF | 275 | Hour |
| Managed Services - Compliance Based Risk Assessment Services (Monthly Fee) | CYB-MS-CBRA-MF | 275 | Hour |
| Managed Services - Red and Blue Team Testing (Monthly Fee) | CYB-MS-RBTT-MF | 275 | Hour |
| Managed Services - Risk Assessment Services (Monthly Fee) | CYB-MS-RAS-MF | 275 | Hour |
| Managed Services - Technical Evaluations (Monthly Fee) | CYB-MS-TE-MF | 275 | Hour |
| Professional Services - Assessments and Audits | CYB-PS-AA | 275 | Hour |
| Professional Services - Awareness and Training Program Evaluation | CYB-PS-ATPE | 275 | Hour |
| Professional Services - Compliance Based Risk Assessment Services | CYB-PS-CBRA | 275 | Hour |
| Professional Services - Cybersecurity Program Assessment (0-500 Employees) | CYB-PS-CPA-1 | 24,750 | Exercise |
| Professional Services - Engineer | CYB-PS-E | 205 | Hour |
| Professional Services - Lead Engineer | CYB-PS-LE | 275 | Hour |
| Professional Services - Red and Blue Team Testing | CYB-PS-RBTT | 275 | Hour |
| Professional Services - Risk Assessment Services | CYB-PS-RAS | 275 | Hour |
| Professional Services - Senior Engineer | CYB-PS-SE | 245 | Hour |
| Professional Services - Technical Evaluations | CYB-PS-TE | 275 | Hour |
| Project Management - Principal Project Manager | CYB-PM-PPM | 240 | Hour |
| Project Management - Program Manager | CYB-PM-PGM | 270 | Hour |
| Software License - KnowBe4 Licensing | CYB-SWLS-KNOW | 37 | Each |
| Lifecycle Management - End User Devices | | | |
| IC Asset Disposition - Data Destruction & Disposal | IC-AD-DDD | 12 | Device |
| IC Asset Management - Asset Tag Report | IC-ATMS-ATR | 5 | Each |
| IC Asset Tag - Asset Tag Template Creation & Verification | IC-AT-TC | 65 | Fixed Price |
| IC Asset Tag - Customer Provided Asset Tag Application | IC-AT-CP | 2 | Asset Tag |
| IC Asset Tag - UDT Provided Asset Tag Production & Application | IC-AT-UP | 3 | Asset Tag |
| IC Config Svc - Deploy Services | IC-CFG-DepoS | 13 | Each |
| IC Config Svc - Deploy Services - Student Devices | IC-CFG-Deploy-SD | 13 | Each |
| IC Config Svc - Deploy Services - Teacher Devices | IC-CFG-Deploy-TD | 62 | Each |
| IC Imaging - Advanced Access Point Imaging & Configuration | IC-IMG-AP-ADV | 67 | Device |
| IC Imaging - Advanced Server Imaging & Configuration | IC-IMG-SRV-ADV | 208 | Device |

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| IC Imaging - Advanced Switch Configuration | IC-IMG-SW-ADV | 325 | Device |
| IC Imaging - Basic Access Point Imaging & Configuration | IC-IMG-AP-BAS | 17 | Device |
| IC Imaging - Basic Configuration of Devices or Windows BIOS Updates Only | IC-IMG-EP-CFG | 7 | Device |
| IC Imaging - Basic Image Production Build | IC-IMG-PB-BAS | 325 | Fixed Price |
| IC Imaging - Basic Server Imaging & Configuration | IC-IMG-SRV-BAS | 125 | Device |
| IC Imaging - Basic Switch Configuration | IC-IMG-SW-BAS | 200 | Device |
| IC Imaging - Intermediate Image Production Build | IC-IMG-PB-INT | 492 | Fixed Price |
| IC Imaging - Standard Imaging of Windows based Client Device | IC-IMG-EP-STD | 15 | Device |
| IC Imaging - Workflow Event | IC-IMG-WE | 155 | Event |
| IC Installation - Onsite Technician L1 | IC-INST-OTL1 | 60 | Hour |
| IC Installation - San Gabriel Lifecycle Management Services | IC-INST-SGLMS | 39,373 | Fixed Price |
| IC Installation - Technical Services Engineer | IC-INST-ENG | 208 | Hour |
| IC Installation - Tier 1 On-site Installation of End User Devices | IC-INST-T1 | 37 | Device |
| IC Installation - Tier 2 On-site Installation of End User Devices | IC-INST-T2 | 53 | Device |
| IC Installation - Tier 3 On-site Installation of End User Devices | IC-INST-T3 | 70 | Device |
| IC Laser Etching - Custom Laser Etching - Unique Verbiage per Unit | IC-ETCH-CUST | 7 | Device |
| IC Laser Etching - Laser Etching Template Creation & Verification | IC-ETCH-TC | 132 | Fixed Price |
| IC Laser Etching - Standard Laser Etching - Repeatable Logo/Verbiage | IC-ETCH-STD | 5 | Device |
| IC Laser Etching - UV Printing of Laptops/Tablets/Other End Points with Custom Information | IC-ETCH-UVCustom | 13 | Each |
| IC Laser Etching - UV Printing of Laptops/Tablets/Other End Points with Repeatable Information | IC-ETCH-UVRepeat | 10 | Each |
| IC Laser Etching - UV Printing Onboarding | IC-ETCH-UVOnbg | 143 | Fixed Price |
| IC Onboarding - Tier One (1) | IC-ONBG-T1 | 9,969 | Fixed Price |
| IC Onboarding - Tier Three (3) | IC-ONBG-T3-Onbg | 24,615 | Fixed Price |
| IC Onboarding - Tier Two (2) | IC-ONBG-T2-Onbg | 17,885 | Fixed Price |
| IC Onboarding - Workflow Event | IC-ONBG-WE | 24,615 | Program |
| IC Shipping - Zone 1 Shipping - Per Unit | IC-SHIP-Z1 | 3 | Device |
| IC Shipping - Zone 2 Shipping - Per Unit | IC-SHIP-Z2 | 7 | Device |
| IC Shipping - Zone 3 Shipping - Per Unit | IC-SHIP-Z3 | 10 | Device |
| IC Shipping - Zone 4 Shipping - Custom: Needs Additional Consultation | IC-SHIP-Z4 | - | Device/ICB |
| IC Software License - Workflow Events - Platform (Monthly Fee) | IC-SWLS-WEP-MF | 6,596 | Program |
| IC Travel - Travel Expenses, at cost | IC-TRV-TE | - | Trip |
| IC Workflow Event - Accessory Request | IC-WE-AccReq | 10 | Event |

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| IC Workflow Event - Tier One (1) Program and Platform MRR (Monthly Fee) | IC-WE-T1-PPM-MF | 5,968 | Month |
| IC Workflow Event - Tier Three (3) Program and Platform MRR (Monthly Fee) | IC-WE-T3-PPM-MF | 29,698 | Month |
| IC Workflow Event - Tier Two (2) Program and Platform MRR (Monthly Fee) | IC-WE-T2-PPM-MF | 15,871 | Month |
| Repair Installation - Benold Lifecycle Management Services | Repair-INST-BLMS | 31,681 | Fixed Price |
| Repair Installation - Benold Old Equipment Lifecycle Management Services | Repair-INST-BOELMS | 4,643 | Fixed Price |
| Repair Installation - FRC Lifecycle Management Services | Repair-INST-FRCLMS | 29,584 | Fixed Price |
| Repair Installation - PowerGistics Carts | Repair-INST-PGC | 7,583 | Fixed Price |
| Repair Warranty - Managed Technical Services Level 1 | Repair-WTY-MTS-L1 | 42 | Hour |
| Repair Warranty - Managed Technical Services Level 2 | Repair-WTY-MTS-L2 | 67 | Hour |
| Repair Warranty - Managed Technical Services Level 3 | Repair-WTY-MTS-L3 | 92 | Hour |
| Repair Warranty - OneStep Repair Services | Repair-WTY-OneStep | 28 | Each |
| Repair Warranty - OneStep Repair Services 3140 Model | Repair-WTY-OneSte3140 | 28 | Each |
| Repair Warranty - OneStep Repair Services 3340 Model | Repair-WTY-OneSte3340 | 102 | Each |
| Repair Warranty - Recertification of Devices | Repair-WTY-ReCertD | - | Each |
| Patch Management | | | |
| Client Device - Apple Mac/Mac Book (Monthly Fee) | NOC-PMAAS-WSLT-A-MF | 12 | Device |
| Client Device - Workstation/Laptop (Monthly Fee) | NOC-PMAAS-WSLT-MF | 12 | Device |
| Patch Management as a Service (Monthly Fee) | NOC-PMAAS-PMaaS-MF | 1 | Incident |
| Server - Hosts-Hypervisors (Monthly Fee) | NOC-PMAAS-PSRV-HPV-MF | 17 | Device |
| Server - Physical w/Local Storage (Windows or Linux) (Monthly Fee) | NOC-PMAAS-PSRV-MF | 17 | Device |
| Server - Virtual (Windows or Linux) (Monthly Fee) | NOC-PMAAS-VSRV-MF | 17 | Device |

| SEC SCYOPS | | | |
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| Advanced Build (Monthly Fee) (Monthly Fee) | SEC-SO-SS-ADB-MF | 66,750 | Customer |
| Comply - Advanced Support (Monthly Fee) (Monthly Fee) | SEC-SO-IN-ADSU-MF | 4,000 | Customer |
| Comply - Base (Monthly Fee) (Monthly Fee) | SEC-SO-IN-BASE-MF | 2,000 | Customer |
| Comply - Client Enablement (Monthly Fee) (Monthly Fee) | SEC-SO-IN-CLEN-MF | 1,000 | Customer |
| Defend - Advanced Support (Monthly Fee) (Monthly Fee) | SEC-SO-DEF-ADV-MF | 4,000 | Customer |
| Defend - Base (Monthly Fee) (Monthly Fee) | SEC-SO-DEF-BASE-MF | 1,000 | Customer |
| Discovery & Assessment (Monthly Fee) (Monthly Fee) | SEC-SO-SS-DA-MF | 6,250 | Customer |
| Gap Analysis (Monthly Fee) (Monthly Fee) | SEC-SO-SS-GA-MF | 10,000 | Customer |
| Overwatch - Advanced Support (Monthly Fee) (Monthly Fee) | SEC-SO-OV-ADSU-MF | 4,000 | Customer |
| Overwatch - Base (Monthly Fee) (Monthly Fee) | SEC-SO-OV-BASE-MF | 3,000 | Customer |
| Overwatch - Client Enablement (Monthly Fee) (Monthly Fee) | SEC-SO-OV-CLEN-MF | 1,000 | Customer |
| Overwatch - Third-party added (Monthly Fee) (Monthly Fee) | SEC-SO-OV-TPR-MF | 500 | Customer |
| Risk - Advanced Support (Monthly Fee) (Monthly Fee) | SEC-SO-EV-ADSU-MF | 4,000 | Customer |
| Risk - Base (Monthly Fee) (Monthly Fee) | SEC-SO-EV-BASE-MF | 3,000 | Customer |
| Risk - Client Enablement (Monthly Fee) (Monthly Fee) | SEC-SO-EV-CLEN-MF | 1,000 | Customer |
| Risk - Framing (Monthly Fee) (Monthly Fee) | SEC-SO-EV-RF-MF | ICB | Customer |
| Risk - Table Top Exercises (Monthly Fee) (Monthly Fee) | SEC-SO-EV-TTX-MF | 313 | Customer |
| Risk - Vulnerability Assessment (Monthly Fee) (Monthly Fee) | SEC-SO-EV-VA-MF | ICB | Customer |
| Shield - >10000 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SH-CUST-MF | ICB | Customer |
| Shield - 101-500 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SH-BASE-M-MF | 3,000 | Customer |
| Shield - 1-100 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SH-BASE-S-MF | 1,000 | Customer |
| Shield - 2001 - 10000 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SH-BASE-XL-MF | 10,000 | Customer |

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|---|---------------------|---------|----------|
| Shield - 501 - 2000 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SH-BASE-L-MF | 6,000 | Customer |
| SOC - >10000 endpoints (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-CUST-MF | ICB | Customer |
| SOC - 1001-2000 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-LX-MF | 40,000 | Customer |
| SOC - 101-150 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-M-MF | 4,000 | Customer |
| SOC - 1-10 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-MICRO-MF | 1,000 | Customer |
| SOC - 11-25 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-SMALL-MF | 1,200 | Customer |
| SOC - 151-250 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-ML-MF | 5,000 | Customer |
| SOC - 2001-5000 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-X-MF | 60,000 | Customer |
| SOC - 251-500 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-LM-MF | 10,000 | Customer |
| SOC - 25-50 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-SM-MF | 1,500 | Customer |
| SOC - 5001 - 10000 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-XL-MF | 100,000 | Customer |
| SOC - 50-100 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-MS-MF | 3,000 | Customer |
| SOC - 501-1000 end points (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-L-MF | 20,000 | Customer |
| SOC - Managed SIEM (Monthly Fee) (Monthly Fee) | SEC-SO-SOC-ADSU-MF | 4,000 | Customer |
| Standard Build (Monthly Fee) (Monthly Fee) | SEC-SO-SS-STB-MF | 44,900 | Customer |
| Training (Monthly Fee) (Monthly Fee) | SEC-SO-SS-TRAIN-MF | 36,000 | Customer |
| SOC | | | |
| Assess & Baseline - CISO as a Service (Organizations <= 500 Employees) (Monthly Fee) | SOC-RM-CISO1-MF | 11,800 | Retainer |
| Assess & Baseline - CISO as a Service (Organizations <= 1000 Employees) (Monthly Fee) | SOC-RM-CISO2-MF | 14,160 | Retainer |
| Assess & Baseline - CISO as a Service (Organizations > 1000 Employees) (Monthly Fee) | SOC-RM-CISO3-MF | 18,880 | Retainer |
| Managed Services - Category A ingest (Monthly Fee) | SOC-MS-SOCA-MF | 25 | Device |
| Managed Services - Category B ingest (Monthly Fee) | SOC-MS-SOCB-MF | 47 | Device |
| Managed Services - Category C ingest (Monthly Fee) | SOC-MS-SOCC-MF | 112 | Device |
| Managed Services - Category D ingest (Monthly Fee) | SOC-MS-SOCD-MF | 423 | Device |
| Managed Services - Category E ingest (Monthly Fee) | SOC-MS-SOCE-MF | 833 | Device |

| | | | |
|---|--------------------|-------|--------|
| Managed Services - Category EDR ingest (Monthly Fee) | SOC-MS-SOCEDR-MF | 11 | Device |
| Managed Services - Category EMAIL ingest (Monthly Fee) | SOC-MS-SOCEM-MF | 7 | Device |
| Managed Services - Category Qflow ingest (Monthly Fee) | SOC-MS-SOCQFLO-MF | 333 | Device |
| Managed Services - Client Device - Apple Mac/Mac Book (Monthly Fee) | SOC-MS-CDA-MF | 1 | Device |
| Managed Services - Client Device - Mobile Device (Apple/Google) (Monthly Fee) | SOC-MS-CDMD-MF | 1 | Device |
| Managed Services - Client Device - Workstation/Laptop (Monthly Fee) | SOC-MS-CDWL-MF | 1 | Device |
| Managed Services - Endpoint AV/EDR (Monthly Fee) | SOC-MS-EAVEDR-MF | 70 | Device |
| Managed Services - Network Device - Firewall (Internal) (Monthly Fee) | SOC-MS-NDFINT-MF | 1,077 | Device |
| Managed Services - Network Device - Firewall (Layer 7 - DMZ) (Monthly Fee) | SOC-MS-NDFL7DMZ-MF | 895 | Device |
| Managed Services - Network Device - Firewall (Layer 7 - Internal) (Monthly Fee) | SOC-MS-NDFL7INT-MF | 2,152 | Device |
| Managed Services - Network Device - Firewall (Monthly Fee) | SOC-MS-NDF-MF | 231 | Device |
| Managed Services - Network Device - Router (Monthly Fee) | SOC-MS-NDR-MF | 6 | Device |
| Managed Services - Network Device - Switch (Monthly Fee) | SOC-MS-NDS-MF | 5 | Device |
| Managed Services - Network Device - VPN/SSL VPN (Monthly Fee) | SOC-MS-NDVPN-MF | 13 | Device |
| Managed Services - Network Device - Web Content Filtering (Monthly Fee) | SOC-MS-NDWCF-MF | 479 | Device |
| Managed Services - Network Device - Wireless LAN (Controller) (Monthly Fee) | SOC-MS-NDWLAN-MF | 15 | Device |
| Managed Services - Server - Hosts-Hypervisors (Monthly Fee) | SOC-MS-SHH-MF | 277 | Device |
| Managed Services - Server - Windows - HIGH EPS (Event Log) (Monthly Fee) | SOC-MS-SWHE-MF | 92 | Device |
| Managed Services - Server - Windows - LOW EPS (Event Log) (Monthly Fee) | SOC-MS-SWLE-MF | 14 | Device |
| Managed Services - Server - Windows - MEDIUM EPS (Event Log) (Monthly Fee) | SOC-MS-SWME-MF | 40 | Device |
| Onboarding - Onboarding | SOC-OB-SOCOB | - | ICB |
| Project Management - Project Manager | SOC-PM-PM | 240 | Hour |

Service Notes

- All services subject to availability.
- Additional feature/services prices subject to change - may increase up to 10% per year as needed due to market and /or economic conditions
- Travel and related expense charges are in addition to above costs, if applicable, and will be charged at cost.
- UDT will work with Customers to fully quote all services prior to beginning work to minimize any unexpected charges/billing.

- For Professional Services, prepaid blocks of hours and project-based pricing at discounted rates may be available.

Central Technologies, Inc

| Professional Services | One-Time Fee | Hourly Rate |
|--|--------------|-------------|
| Network Planning and Consulting Engineer | | \$300 |
| Advanced Network and Security Engineer | | \$150 |
| Cabling – Cat 6 Drop | \$300 | |
| Cabling – Cat 6 Drop – outdoor | \$495 | |

| On-Premises Content Filtering | Users | Per Student Per Year | Product Number |
|--------------------------------|-----------------|----------------------|----------------------|
| Linewize School Manager Tier 1 | 1 – 1,000 | \$5.50 | LW-T1-SMGR-1Y |
| Linewize School Manager Tier 2 | 1,001 – 5,000 | \$4.40 | LW-T2-SMGR-1Y |
| Linewize School Manager Tier 3 | 5,001 – 10,000 | \$3.85 | LW-T3-SMGR-1Y |
| Linewize School Manager Tier 4 | 10,001 – 25,000 | \$3.30 | LW-T4-SMGR-1Y |
| Linewize School Manager Tier 5 | 25,001 + | \$3.03 | LW-T5-SMGR-1Y |
| Securly Filter Core 1 Yr | 1-499 | \$6.50 | FLTRCORE-1-499-U |
| Securly Filter Core 1 Yr | 500-999 | \$5.85 | FLTRCORE-500-999-U |
| Securly Filter Core 1 Yr | 1,000-2,499 | \$5.33 | FLTRCORE-1K-2499-U |
| Securly Filter Core 1 Yr | 2,500-4,999 | \$4.42 | FLTRCORE-2.5K-4999-U |
| Securly Filter Core 1 Yr | 5,000-9,999 | \$3.77 | FLTRCORE-5K-9999-U |
| Securly Filter Core 1 Yr | 10,000-19,999 | \$3.25 | FLTRCORE-10K-19999-U |
| Securly Filter Core 1 Yr | 20,000-39,999 | \$2.93 | FLTRCORE-20K-39999-U |
| Securly Filter Core 1 Yr | 40,000+ | \$2.60 | FLTRCORE-40000-U |
| Securly Filter Premium 1 Yr | 1-499 | \$9.90 | FLTRPREM-1-499-U |
| Securly Filter Premium 1 Yr | 500-999 | \$8.91 | FLTRPREM-500-999-U |
| Securly Filter Premium 1 Yr | 1,000-2,499 | \$8.12 | FLTRPREM-1K-2499-U |
| Securly Filter Premium 1 Yr | 2,500-4,999 | \$6.73 | FLTRPREM-2.5K-4999-U |
| Securly Filter Premium 1 Yr | 5,000-9,999 | \$5.74 | FLTRPREM-5K-9999-U |
| Securly Filter Premium 1 Yr | 10,000-19,999 | \$4.95 | FLTRPREM-10K-19999-U |
| Securly Filter Premium 1 Yr | 20,000-39,999 | \$4.46 | FLTRPREM-20K-39999-U |
| Securly Filter Premium 1 Yr | 40,000+ | \$3.96 | FLTRPREM-40000-U |

Service Notes

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- UDT will work with Customers to fully quote all services prior to beginning work to minimize any unexpected charges/billing.

- For Professional Services, prepaid blocks of hours and project-based pricing at discounted rates may be available.
- UDT will add a 2% processing and contract administration fee for services provided by Central Technologies.
 - These fees may be adjusted based on volume purchased as well as any changes in product mix.
- Linewize – School Manager notes
 - Cloud- Managed Filter and Reporter with built in Cyber-Safety controls.
 - One year subscription
 - Subscriptions based on users (FTE).
 - Unlimited devices.
- Securly notes
 - One year subscription
- Equivalent services or providers may be added/substituted based on changes to availability and service options.
- UDT/Central will confirm specific vendor/service with CM prior to installation of service.
- Pricing may be discounted or otherwise reduced based on term commitment or specific purchase.