



We have prepared a quote for you

2022 Agreement Renewal

Quote # 010263
Version 3

Prepared for:

KEYS Grace Academy

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▶ Statement of Work

This Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between **Hyperion Managed Services, LLC** (“we”, “us”, “our” or “Hyperion”), and **you** (“you”, “your” or “Client”), the entity who accepts the proposal/quote to which this SOW is attached (the “Quote”). This SOW is effective as of date on which you accepted the Quote (“Effective Date”). The Agreement is available at <https://www.hyperionms.com/msa>.

The services described in the Quote and as described below (collectively, the “Services”) will be provided to you. Services that are not specifically described in the Quote and this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing. (From this point forward, the Quote and this SOW will be collectively referred to as this “SOW”).

SCOPE OF SERVICES

Ongoing / Recurring Services

Upon the completion of onboarding services (if any), the services listed in the Quote and described below will be provided to you on an ongoing basis during the term of this SOW.

Managed Services

See the Quote for the scope of our managed services.

Data Backup

Hyperion’s backup and disaster recovery (BDR) services include:

- Managed backup of servers and workstations listed in the Quote
 - § 24/7 monitoring of backup system, including offsite backup, offsite replication and an onsite backup appliance (“Backup Appliance”)
 - § Troubleshooting and remediation of failed backup disks
 - § Preventive maintenance and management of imaging software
 - § Firmware and software updates of backup appliance
 - § Problem analysis by the network operations team
 - § Monitoring of backup successes and failures
 - § Daily recovery verification
- Backed-Up Servers / Workstations: See Quote for servers/workstations that will be backed up.

*Note: Data on equipment that is not specifically listed in the Quote will **not** be backed up.*
- Storage Limitation: Client will be allocated the of storage space for backup and recovery purposes as listed in the Quote. Any space required or requested by Client beyond this amount will be provided to Client \$0.20 per Gigabyte.
- Backup Frequency: On-site backups will occur in real time; offsite backups will occur no less than every three (3) hours, Monday through Friday.
- Backup Data Security: All backed up data is encrypted in transit and at rest in 256-bit AES encryption. All facilities housing backed up data implement physical security controls and logs, including security cameras, and have multiple internet connections with failover capabilities.
- Backup Retention: Hyperion only guarantees retrieval of the most recent recovery point sent to the backup appliance in a local recovery situation. Hyperion only guarantees retrieval of archived data sent to the off-site data center in the prior calendar day.

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License Grant. All Backup Appliances are embedded with proprietary software (“BDR Software”). Hyperion hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this SOW, to use the BDR Software in conjunction with the BDR-related services provided by Hyperion. Client shall not reverse engineer, de-compile or otherwise use the BDR Software in any manner not specifically authorized by Hyperion.

Data Recovery Services

You must contact us if data recovery services are needed. Upon your payment of the applicable fees (described below), we will make your backed up data available to you in a hosted, virtual environment. Your access to the backed up data will continue for a period of two (2) weeks; extended access time is available as described in the Fees section, below.

Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue (below), and are subject to technician availability. Unless we agree otherwise, all onsite Services will be provided at Client’s primary office location listed in the Quote.

Managed Equipment / Hardware / Software

The Services will be applied to the equipment listed in the Quote (“Covered Hardware”).

The Services will apply to the software listed in the Quote (“Supported Software”) provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software’s manufacturer.

In this SOW, Covered Hardware and Supported Software will be referred to as the “Environment.”

Term; Termination

The Services will commence, and billing will begin, on September 1, 2022 (“Commencement Date”).

After the expiration of the initial twelve (12) month term of this SOW, this SOW will automatically renew for contiguous terms equal to the initial term unless either party notifies the other of its intention to not renew this SOW no less than sixty (60) days before the end of the then-current term.

Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements:

- Server hardware must be under current warranty coverage.
- All equipment with Microsoft Windows® operating systems must be running then-currently supported versions of such software and have all of the latest Microsoft service packs and critical updates installed.
- All software must be genuine, licensed and vendor-supported.
- Server file systems and email systems (if applicable) must be protected by licensed and up-to-date virus protection software.
- The Environment must have a currently licensed, vendor-supported server-based backup solution that can be monitored.
- All wireless data traffic in the environment must be securely encrypted.
- There must be an outside static IP address assigned to a network device, allowing VPN access.
- All servers must be connected to working UPS devices.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup devices. We do not guarantee the integrity of the backups or the data stored on the backup devices. Server restoration will be to the

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- point of the last successful backup.
- Client must provide all software installation media and key codes in the event of a failure.
- Any costs required to bring the Environment up to these minimum standards are not included in this SOW.
- Client must provide us with exclusive administrative privileges to the Environment.
- Client must not affix or install any accessory, addition, upgrade, equipment or device on to the firewall, server, or NAS appliances (other than electronic data) unless expressly approved in writing by us.

Exclusions. Services that are not expressly described in this SOW will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by Hyperion. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, must be agreed upon by Hyperion in writing:

- ▶•Customization of third party applications, or programming of any kind.
- ▶•Support for operating systems, applications, or hardware no longer supported by the manufacturer.
- ▶•Data/voice wiring or cabling services of any kind.
- ▶•Battery backup replacement.
- ▶•Equipment relocation.
- ▶•The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in “Scope of Services” above).
- ▶•The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.

Fees

The fees for the Services will be as indicated in the Quote.

Initially, you will be charged the monthly fees indicated in the Quote. Thereafter, if the amount of Covered Hardware or Supported Software changes, or if the number of authorized users accessing the Environment changes, then you agree that the fees will be automatically and immediately modified to accommodate those changes. Under no circumstances will the number of authorized users, or the quantity of Covered Hardware or Supported Software drop below the amounts initially indicated in this SOW without our consent.

In addition, we reserve the right to increase our monthly recurring and data recovery fees; provided, however, we will not do so more than once per calendar year. If an increase is more than five percent (5%) of the fees charged for the Services in the prior calendar year, then you will be provided with a thirty (30) day opportunity to terminate this SOW by providing us with written notice of termination. Your continued acceptance or use of the services after this thirty (30) day period will indicate your acceptance of the increased fees.

Removal of Software Agents; Return of Firewall & Backup Appliances

Unless we expressly direct you to do so, you will not remove or disable, or attempt to remove or disable, any software agents that we installed in the Environment. Doing so without our guidance may make it difficult or impracticable to remove the software agents, which could result in network vulnerabilities and/or the continuation of license fees for the software agents for which you will be responsible, and/or the requirement that we remediate the situation at our then-current hourly rates, for which you will also be responsible. Depending on the particular software agent and the costs of removal, we may elect to keep the software agent

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in the Environment but in a dormant and/or unused state.

Within ten (10) days after being directed to do so, Client will remove, package and ship, at Client's expense and in a commercially reasonable manner, all hardware, equipment, and accessories provided to Client by Hyperion that were used in the provision of the Services. If you fail to timely return all equipment to us, or if the equipment is returned to us damaged (normal wear and tear excepted), then we will have the right to charge you, and you hereby agree to pay, the replacement value of all such unreturned or damaged equipment.

Additional Terms

Monitoring Services; Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. These functionalities are guided by Client-designated policies, which may be modified by Client as necessary or desired from time to time. Initially, the policies will be set to a baseline standard as determined by Hyperion; however, Client is advised to establish and/or modify the policies that correspond to Client's specific monitoring and notification needs.

Remediation

Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Dark Web Monitoring

Our dark web monitoring services utilize the resources of third party solution providers. Dark web monitoring can be a highly effective tool to reduce the risk of certain types of cybercrime; however, we do not guarantee that the dark web monitoring service will detect all actual or potential uses of your designated credentials or information.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under this SOW. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware ("Viruses"); however, Viruses that exist in the Environment at the time that the security solution is implemented may not be capable of being removed without additional services, for which a charge may be incurred. We do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In Quote to improve security awareness, you agree that Hyperion or its designated third party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.

Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in this SOW, the scope of this SOW does not include the remediation and/or recovery from a

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Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client's confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

Environmental Factors

Exposure to environmental factors, such as water, heat, cold, or varying lighting conditions, may cause installed equipment to malfunction. Unless expressly stated in this SOW, we do not warrant or guarantee that installed equipment will operate error-free or in an uninterrupted manner, or that any video or audio equipment will clearly capture and/or record the details of events occurring at or near such equipment under all circumstances.

Fair Usage Policy

Our Fair Usage Policy ("FUP") applies to all services in this SOW that are described or designated as "unlimited." An "unlimited" service designation means that, subject to the terms of this FUP, you may use the service as reasonably necessary for you to enjoy the use and benefit of the service without incurring additional time-based or usage-based costs. However, unless expressly stated otherwise in this SOW, all unlimited services are provided during our normal business hours only and are subject to our technicians' availabilities, which cannot always be guaranteed. In addition, we reserve the right to assign our technicians as we deem necessary to handle issues that are more urgent, critical, or pressing than the request(s) or issue(s) reported by you. Consistent with this FUP, you agree to refrain from (i) creating urgent support tickets for non-urgent or non-critical issues, (ii) requesting excessive support services that are inconsistent with normal usage patterns in the industry (e.g., requesting support in lieu of training), (iii) requesting support or services that are intended to interfere, or may likely interfere, with our ability to provide our services to our other customers.

Patch Management

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Backup (BDR) Services

All data transmitted over the Internet may be subject to malware and computer contaminants such as viruses, worms and trojan horses, as well as attempts by unauthorized users, such as hackers, to access or damage Client's data. Neither Hyperion nor its designated affiliates will be responsible for the outcome or results of such activities.

BDR services require a reliable, always-connected internet solution. Data backup and recovery time will depend on the speed and reliability of your internet connection. Internet and telecommunications outages will prevent the BDR services from operating correctly. In addition, all computer hardware is prone to failure due to equipment malfunction, telecommunication-related issues, etc., for which we will be held harmless. Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, has an error transaction rate that can be minimized, but not eliminated. Hyperion cannot and does not warrant that data corruption or loss will be avoided, and Client agrees that Hyperion shall be held harmless if such data corruption or loss occurs. **Client is strongly advised to keep a local backup of all of**

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stored data to mitigate against the unintentional loss of data.

Procurement

Equipment and software procured by Hyperion on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Hyperion does not make any warranties or representations regarding the quality, integrity, or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Hyperion is not a warranty service or repair center. Hyperion will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Hyperion will be held harmless.

Quarterly Business Review; IT Strategic Planning

Suggestions and advice rendered to Client are provided in accordance with relevant industry practices, based on Client's specific needs and Hyperion's opinion and knowledge of the relevant facts and circumstances. By rendering advice, or by suggesting a particular service or solution, Hyperion is not endorsing any particular manufacturer or service provider.

VCTO or VCIO Services

The advice and suggestions provided us in our capacity as a virtual chief technology or information officer will be for your informational and/or educational purposes only. Hyperion will not hold an actual director or officer position in Client's company, and we will neither hold nor maintain any fiduciary relationship or position with Client. Under no circumstances shall Client list or place the Hyperion on Client's corporate records or accounts.

Sample Policies, Procedures

From time to time, we may provide you with sample (*i.e.*, template) policies and procedures for use in connection with Client's business ("Sample Policies"). The Sample Policies are for your informational use only, and do not constitute or comprise legal or professional advice, and the policies are not intended to be a substitute for the advice of competent counsel. You should seek the advice of competent legal counsel prior to using or distributing the Sample Policies, in part or in whole, in any transaction. We do not warrant or guarantee that the Sample Policies are complete, accurate, or suitable for your (or your customers') specific needs, or that you will reduce or avoid liability by utilizing the Sample Policies in your (or your customers') business operations.

Penetration Testing; Vulnerability Assessment

You understand and agree that security devices, alarms or other security measures, both physical and virtual, may be tripped or activated during the penetration testing process, despite our efforts to avoid such occurrences. You will be solely responsible for notifying any monitoring company and all law enforcement authorities of the potential for "false alarms" due to the provision of the penetration testing services, and you agree to take all steps necessary to ensure that false alarms are not reported or treated as "real alarms" or credible threats against any person, place or property. Some alarms and advanced security measures, when activated, may cause the partial or complete shutdown of the Environment, causing substantial downtime and/or delay to your business activities. We will not be responsible for, and will be held harmless and indemnified by you against, any claims, costs, fees or expenses arising or resulting from (i) any response to the penetration testing services by any monitoring company or law enforcement authorities, or (ii) the partial or complete shutdown of the Environment by any alarm or security monitoring device.

No Third Party Scanning

Unless we authorize such activity in writing, you will not conduct any test, nor request or allow any third party to conduct any test

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(diagnostic or otherwise), of the security system, protocols, processes, or solutions that we implement in the managed environment (“Testing Activity”). Any services required to diagnose or remediate errors, issues, or problems arising from unauthorized Testing Activity is not covered under this SOW, and if you request us (and we elect) to perform those services, those services will be billed to you at our then-current hourly rates.

Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Hyperion , or that is in “end of life” or “end of support” status, we may designate the element or service as “unsupported,” “non-standard,” “best efforts,” “reasonable endeavor,” “one-off,” “EOL,” “end of support,” or with like term in the service description (an “Unsupported Service”). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.



1 Year Licenses Renewal

Description	Price	Qty	Ext. Price
Meraki Advanced Security for MX85-HW + Support - Subscription License - 1 License - 1 Year	\$3,010.51	1	\$3,010.51
Meraki Enterprise + 1 Year Enterprise Support - Subscription License - 1 Switch - 1 Year - MS125-48FP 10G 740W PoE Switch - Subscription License 1 Switch - 1 Year License Validation Period	\$424.36	2	\$848.72
Meraki Enterprise + 1 Year Enterprise Support - Subscription License - 1 Switch - 1 Year - MS125-48LP 10G 370W PoE Switch - Subscription License 1 Switch - 1 Year License Validation Period	\$284.76	1	\$284.76
Meraki MR Enterprise Cloud Controller License, 1 Year - Meraki MR Series Access Point - Subscription License 1 Access Point - 1 Year License Validation Period	\$154.62	29	\$4,483.98

Subtotal: \$8,627.97



Managed Services

Service	Description	Recurring	Qty	Ext. Recurring
HMS Managed Server	Managed Server Monthly Service Plan -SentinelOne Autonomous AI Endpoint Security -ThreatLocker Endpoint Zero-Trust Suite -Huntress Breach Detection -Cisco Umbrella Web Security Gateway	\$275.00	1	\$275.00
HMS Managed Workstation	Managed Workstation/Laptop Monthly Service Plan -SentinelOne Autonomous AI Endpoint Security -ThreatLocker Endpoint Zero-Trust Suite -Cisco Umbrella Web Security Gateway	\$55.00	50	\$2,750.00
HMS Managed Virtualization Host	HMS Managed Virtualization Host	\$110.00	1	\$110.00
HMS Managed Network Firewall	HMS Managed Network Firewall	\$55.00	1	\$55.00
HMS Managed Network Switch	HMS Managed Network Switch	\$30.00	3	\$90.00
HMS Managed Network Printer	HMS Managed Network Printer	\$25.00	4	\$100.00
VSM365	Vade Secure for Microsoft 365 - AI-Based Predictive Email Defense	\$3.00	78	\$234.00
DuoAccess	Duo Access - Multi-Factor Authentication and Single Sign-On	\$6.00	78	\$468.00
MS365A3	Microsoft 365 A3	\$5.80	78	\$452.40
ACR-BUP-ACM-C100	Acronis Cyber Cloud Protection Backup	\$200.00	1	\$200.00

Monthly Subtotal: **\$4,734.40**



2022 Agreement Renewal

Prepared by:

Hyperion Managed Services

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Prepared for:

KEYS Grace Academy

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Quote Information:

Quote #: 010263

Version: 3
 Delivery Date: 07/13/2022
 Expiration Date: 07/18/2022

Quote Summary

Description	Amount
1 Year Licenses Renewal	\$8,627.97
Total: \$8,627.97	

Monthly Expenses Summary

Description	Amount
Managed Services	\$4,734.40
Monthly Total: \$4,734.40	

Payment Options

Description	Payments	Interval	Amount
Product Payment			
100% Down Payment	1	One-Time	\$0.00
Service Payment			
100% Down Payment	1	One-Time	\$0.00


Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.



Hyperion Managed Services

Signature: _____
Name: James Missant
Title: Sales Manager
Date: 07/13/2022

KEYS Grace Academy

Signature: _____ 
Name: Nathan Kalasho
Initials: NK
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