

Master Service Agreement

CYBERSECURITY SOCAAS AGREEMENT BETWEEN EDUTECH GROUP, LLC AND THE ACCELERATED SCHOOLS

This Shared Services Agreement (“Agreement”) is entered into between EduTech Group, LLC, a California limited liability company (“EduTech”), 130-A Cochran St., Simi Valley, CA 93065, and Accelerated Schools (“School”), 116 East Martin Luther King, Jr. Blvd, Los Angeles, CA 90011 (collectively, “Parties”).

WHEREAS, EduTech is an education technology company focused on delivering curated Edtech products and SOCaaS to US schools public and private; and

WHEREAS, School is a public county office of education that provides high quality education to students and support to school districts within its designated territory; and

WHEREAS, the Parties desire to formalize this agreement to allow EduTech to provide the delivery of SOCaaS pursuant to this Agreement.

WHEREAS, the Parties agree to be bound by the conditions outlined in this Agreement; and

WHEREAS, this Agreement is entered into and becomes effective as of May 1, 2024 (the “Effective Date”), by and between EduTech and School for Security Operations Center as a Service at 116 East Martin Luther King, Jr. Blvd, Los Angeles, CA 90011

WHEREAS, unless terminated earlier in accordance with the terms of this Agreement, the initial term of this Agreement shall be one year commencing on the Effective Date ("Initial Term"), which term shall extend automatically for successive twelve (12) month periods unless either party provides notice of termination to the other party.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. CYBERSECURITY SECURITY OPERATIONAL SERVICES AS A SERVICE (SOCaaS)

- a. **SOCaaS:** EduTech shall provide the School the cybersecurity (“SOCaaS”) set forth in Exhibit A attached hereto.

- b. **Exclusions; Third-Party Services:** The School acknowledges that the SOCaaS may require the availability of certain platforms and services that are provided and maintained by third parties (e.g., Google, Microsoft, Facebook, Twitter, etc.), and which platforms and services are subject to their own terms of use and policies. EduTech assumes no responsibility or liability for any interruption or termination of those third-party platforms or services, or for any changes to their terms of use or policies, and School agrees to release EduTech of any liability arising from or related to the same.
- c. **Employees:** All technology personnel provided by EduTech pursuant to this Agreement shall remain EduTech employees. Without limitation to the foregoing, EduTech shall be responsible for, with respect to its own employees, all hiring practices, employee evaluations, and employee compensation and benefits.
- d. **Facilities and Equipment:** During the term of this Agreement, EduTech personnel may enter School facilities and access School equipment solely for the purpose of performing the SOCaaS consistent with the terms of this Agreement. School disclaims any warranty, guarantee, or representation with respect to the nature and condition of the facilities and equipment.
- e. **Materials and Supplies:** School shall provide the software, equipment, systems, materials, and supplies necessary for EduTech to perform the SOCaaS. EduTech shall advise the School regarding any additional software, equipment, systems, materials and supplies that may be necessary for EduTech to perform the SOCaaS. All software, equipment, and systems purchased or otherwise provided by the School under this Agreement shall remain the property of the School. The School hereby represents and warrants that EduTech shall have full right and license (including any licenses from third parties) to use any software, equipment, systems, materials, or supplies provided by School for the purpose of performing the SOCaaS.

It is the School's responsibility to ensure the list of networks, devices, and applications that are part of the SOCaaS are fully owned and operated by their organization. School must submit documentation to EduTech demonstrating this ownership before the Services will begin.
- f. **Access and Use:** School shall provide EduTech personnel with the necessary access, work space, passwords, and codes to provide the SOCaaS.
- g. **Timeframe:** This Agreement shall be effective upon fully execution by both Parties. The parties may agree to modify the SOCaaS by both parties executing a Statement of Work (SOW).

The SOCaaS shall be scheduled to start at the time requested by School.

h: Confidential Information: The Parties acknowledge that all non-public, confidential, or proprietary information provided by either Party (a *“Disclosing Party”*) to the other Party or its affiliates (a *“Recipient”*), or to any of such Recipient’s employees, officers, directors, partners, shareholders, agents, attorneys, accountants, financing sources, investors, consultants, or advisors (collectively, *“Representatives”*), or shared under Section 1(f) in connection with this Agreement and the SOCaaS, whether disclosed orally or disclosed or accessed in written, electronic, graphic or machine readable information or other form or media, and whether or not marked, designated, or otherwise identified as “confidential” (*“Confidential Information”*) shall be held in strictest confidence, and shall not be used, except to the extent necessary to perform such Party’s obligations under this Agreement. Confidential Information shall also include information in the School’s possession, custody or control, and information EduTech learns from students or their families including, but not limited to, private, financial, or personal information regarding students, parents, guardians, faculty, employees, staff, alumni, donors, or other personnel data or information (*“School Confidential Information”*). The Recipient acknowledges that School Confidential Information does not need to be designated or confirmed as confidential in writing. EduTech will inform its directors, officers, employees, consultants, and agents who have access to School Confidential Information, of the need to maintain its confidentiality. Each Party shall maintain confidentiality of all such Confidential Information and School Confidential Information and shall not disclose it to any third parties without obtaining the prior written consent of the Disclosing Party. A Party shall be entitled to disclose Confidential Information to a third party to the extent necessary to facilitate the performance of its obligations under this Agreement, provided that such third parties are bound by confidentiality obligations similar to those set forth in this Section.

Each party agrees to secure and protect the Confidential Information of the other in a manner consistent with the maintenance of the other party’s rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information of a similar nature or importance, but in no event use less than reasonable efforts. Neither party will sell, transfer, publish, disclose, or otherwise use or make available any portion of the Confidential Information of the

other party to third parties, except to those of its directors, officers, employees, or attorneys who have a need-to-know the same, in furtherance of the purposes of this Agreement and as expressly authorized by this statement. No license under any patent, trademark, copyright or any other intellectual property or proprietary rights laws is either granted or implied by the disclosure of any Confidential Information. Nothing in this Agreement shall be deemed to obligate either party to disclose any Confidential Information to the other, or to accept any Confidential Information from the other.

Family Educational Rights and Privacy Act (FERPA). If EduTech personnel have access to students' educational records, Edutech shall limit its employees' access to the records to those persons from whom access is essential to the performance of the services. EduTech shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended.

Non-Confidential Information. Notwithstanding the immediately preceding paragraph, Confidential Information of a party shall not include information which: (a) is, as of the time of its disclosure or thereafter becomes part of the public domain through a source other than the receiving party; (b) was rightfully known to the receiving party as of the time of its disclosure; (c) is independently developed by the receiving party; (d) is subsequently learned without confidentiality obligations to the disclosing party attached thereto; or (e) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, whereupon the party subject to same shall provide prompt notice to the other party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy, provided however, that the required party only comply to the extent required to respond to such authorized subpoena, court order, or government authority.

- i: Consent to Access:** By engaging EduTech to perform these SOCaaS, the School acknowledges that it has the authority to order or consent to and shall inform all proper parties to EduTech gaining access to its computers, systems, telecommunications devices and networks, facilities and information by various means, including, but not limited to, network and application testing and exploitation.
- j: Sub-contractors:** EduTech may subcontract any or all of the SOCaaS to be performed under this Agreement upon providing notice to and

obtaining the School's approval of the subcontract at least 15-days in advance, provided, however, that EduTech will remain responsible for such subcontractors' performance and adherence to this Agreement.

- k: Disclaimer:** School acknowledges that EduTech's SOCaaS do not guarantee that the School will not experience a security incident or a breach of data, systems, or facilities.
- l: Proprietary Rights:** All written or printed material, outlines, reproductions, specifications, drawings, sketches, models, samples, tools, computer software programs, screen formats and other visual effects, technical information, business information or other data provided by EduTech to the School and any such information generated or derived there from EduTech in the course of providing the Services shall be the exclusive property of EduTech or its subcontractors, as appropriate. All right, title and interest in this information, design inventions and other inventions made, conceived, or reduced to practice or authored by EduTech shall vest with EduTech or its subcontractors, as appropriate, upon creation. However, the deliverables, as defined by this Agreement, are exclusively owned by the School. Examples could be proprietary performance and security agents, phishing training materials, and monitoring configuration files.
- m: Limitation of Liability:** Except with respect to either party's breach of its obligations regarding confidentiality and damages arising therefrom, and except with respect to a party's obligation of indemnification hereunder and damages arising therefrom, (a) neither party will be liable for special, incidental, consequential or indirect damages (including but not limited to lost profits, lost savings, costs of procurement of substitute goods and services, loss of use of computer hardware, downtime, loss of goodwill, loss of business, computer hardware malfunction, or damages arising from loss of use or loss of content or data) arising from performance of this Agreement, whether such damages are based in contract, tort or any other legal theory, even if such party has been advised of the possibility of such damages, and (b) in no event will a party's total aggregate liability to the other under any provision of this Agreement exceed the total amounts paid by School to EduTech or twelve (12) months of the subscription fee, whichever is less. The limitations of liability set forth herein also apply to EduTech's subcontractors (as defined in the immediately following paragraph) and is the maximum for which EduTech and its subcontractors are collectively responsible. In no event will the limitations set forth in this Section apply to fees owed by EduTech

under this Agreement. Nothing herein is intended to limit coverage or payment under any insurance policy.

- o: Warranty Disclaimer:** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED BY EDUTECH ON AN "AS IS" BASIS. EDUTECH MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THIS DISCLAIMER ALSO APPLIES TO ANY OF EDUTECH'S INDEPENDENT CONTRACTORS, SUBCONTRACTORS OR PROGRAM DEVELOPERS (COLLECTIVELY, "SUBCONTRACTORS").

- g. Cooperation:** All School personnel shall cooperate with EduTech in implementing the SOCaaS, and School shall comply with all reasonable requests of EduTech necessary to the performance of EduTech's duties under this Agreement. However, under no circumstances shall EduTech personnel manage, direct, discipline, transfer, suspend, lay off, recall, promote, discharge, assign, reward, evaluate, or otherwise supervise School personnel.

2. PAYMENT AND REIMBURSEMENT

In exchange for the SOCaaS to be provided during the initial twelve (12) month term of this Agreement, the School shall pay EduTech the sum of Seventy-three thousand three-hundred ten dollars and forty cents (\$73,310.40) at the start of the "effective date."

Thereafter, EduTech shall notify the School no less than (90) days before each Extension Period as to the payment amount due for the immediately upcoming Extension Period, which payment shall be due no later than thirty (30) days prior to commencement of the Extension Period (subject to either party's right to terminate as provided in Section 3 below). If EduTech fails or otherwise does not provide the School the aforementioned notice, then the payment amount due for the immediately upcoming Extension Period shall be equal to the amount paid for the then-current twelve (12)-month period.

All payments tendered by the School under this Agreement shall be made payable to "EduTech Group, LLC" and delivered to EduTech Group, LLC, 130-A Cochran St., Simi Valley, CA 93065

3. TERM

The term of this Agreement shall be thirty-six (36) months, commencing as of May 1, 2024, which term shall extend automatically for successive twelve (12) month periods (in each case, an “**Extension Period**”) unless either party provides notice of termination to the other party no less than sixty (60) days before commencement of the Extension Period. This Agreement shall also be subject to termination as provided in Section 4 below.

4. TERMINATION

- a:** Termination for Breach. The School’s failure to make undisputed payments when due shall constitute a breach of this Agreement. If such breach is not cured within fifteen (15) business days, then EduTech may, at its option, elect to either (i) suspend all SOCaaS until all past due amounts are paid, during which time EduTech shall remain entitled to payment as though EduTech had provided the SOCaaS; or (ii) terminate this Agreement, effective immediately, at which time any undisputed outstanding balance due on the date of termination shall be made on a pro rata basis through the date of termination.

Except for breach caused by School’s failure to pay as addressed in the immediately preceding paragraph, either party has the right to terminate this Agreement for cause if the other party breaches any material terms or conditions of this Agreement and fails to cure the breach within 30 days after receipt of written notice of the same. Notwithstanding the foregoing, either party’s failure to exercise any of its remedies shall not constitute a waiver of the same.

- b:** Termination for Convenience. After a period of three (3) months of any Extension Period, either party has the right to terminate this Agreement for its convenience, without cause, by giving 30 days’ prior written notice, provided that such notice period may be shortened with the mutual written consent of the Parties. Neither party may terminate this Agreement for convenience during the initial 12-month term of the Agreement, or during the initial three (3) months of any Extension Period.
- c:** Effect of Termination. Upon any termination of this Agreement, EduTech will immediately cease providing the Services, and each party will return or destroy (as determined by the other party) the other party's Confidential Information. If School has terminated this Agreement for EduTech’s breach, EduTech will refund on a pro rata basis any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. If EduTech has terminated this Agreement for School's breach, School will pay any unpaid fees covering the remainder of the term of all

subscriptions. In no event will any termination relieve School of the obligation to pay any fees due to EduTech for the period prior to the effective date of termination as long as EduTech has performed pursuant to this Agreement.

5. CRIMINAL RECORDS CHECKS ON EMPLOYEES

EduTech shall ensure that all applicable criminal records/background check laws and any hiring restriction imposed by those laws are adhered to and satisfied throughout the duration of this Agreement. EduTech agrees to comply with the provisions of Education Code Section 33192 regarding fingerprint background checks for EduTech's employees and independent contractors who have direct contact with the School's students. EduTech will not permit any of its employees or independent contractors to have any contact with any student until EduTech verifies in writing to School that such person has not been charged with a felony, as defined in Education Code section 33192, or convicted of a felony or misdemeanor.

6. CONFIDENTIALITY/EDUCATION AND STUDENT RECORDS

- a. The Parties acknowledge that in the course of performing their obligations under this Agreement, they may obtain certain confidential and proprietary information about the other Party, including student personally identifiable information which is designated as confidential under applicable law ("Confidential Information"). The Parties agree that they will only use Confidential Information of the other Parties in the performance of their obligations under this Agreement and that they will not, at any time during or following the term of this Agreement, divulge, disclose or communicate any Confidential Information to any other person, firm, corporation or organization or otherwise use the Confidential Information for any purpose whatsoever without the prior written consent of the disclosing Party.
- b. Confidential Information does not include information which is: (a) in the public domain other than by a breach of this Section on the part of the recipient; (b) rightfully received from a third party without any obligation of confidentiality; (c) rightfully known to the recipient without any limitation on use or disclosure prior to its receipt from the disclosing party; (d) independently developed by the recipient; or (e) disclosed pursuant to the order or requirement of a court, administrative agency or other government body.

7. RELATIONSHIP BETWEEN THE PARTIES

- a. **Independent Contractor:** This Agreement is made with EduTech as an independent contractor and not as an employee or affiliate of the School.

- b. **Separate Entities:** At all times, the relationship of the Parties shall be as separate entities.
- c. **Not a Joint Venture:** Nothing contained in this Agreement shall be deemed to be interpreted as a partnership or joint venture or any other arrangement whereby one of the Parties is authorized to act as an agent for another.
- d. **Employees:** Employees of the Parties shall remain employees of their respective employers and such employers shall have supervisory and all other responsibility for its respective employees.
- e. **Liability:** Each Party is liable for the conduct of its own employees, as well as for conduct done at the direction of its own employees.

8. NO THIRD PARTY BENEFICIARY

This Agreement is only for the benefit of the Parties and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have a right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

9. ASSIGNMENT

The Parties shall not assign or otherwise transfer any of their interests, rights, or obligations in or under this Agreement without the prior written consent of the other Party.

10. NON-SOLICITATION

During the term of this Agreement, the School shall not, without the prior written consent of EduTech, either directly or indirectly, on behalf of themselves or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by EduTech.

11. NOTICES

- a. **Notices:** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below.

EduTech: EduTech Group, LLC
 130-A Cochran St.,

Simi Valley, CA 93065

School: Accelerated Schools
116 East Martin Luther King, Jr. Blvd,
Los Angeles, CA 90011

Delivery: All notices, requests, demands, and other communications shall be deemed to have been given at the time when deposited in a post office, mailbox, subpost office, substation, or mail chute, or other like facility regularly maintained by the United States Postal Service, to be sent via registered or certified mail, postage prepaid, and addressed to the party at the address set forth above, or to such changed address as a party may have fixed by notice to the other party hereto; provided, however, that any change of notice of address shall be effective only upon receipt OR email to notices@edutech-goup.com

12. DISPUTES

Should any dispute, claim, question, or disagreement arise regarding the terms or Services rendered under this Agreement, the Parties agree they shall meet at a mutually beneficial time and location and attempt, in good faith, to resolve the dispute through discussion. If informal resolution is unsuccessful, the Parties shall attend mediation with a mutually agreeable mediator, with the Parties to share mediation fees and costs equally.

13. WAIVER

The failure of EduTech or School to insist on strict compliance with this Agreement, or to exercise any right or remedy hereunder, shall not constitute a waiver of any rights contained herein or estop any party from thereafter demanding full and complete compliance therewith, nor prevent any party from exercising any right or remedy in the future.

14. FORCE MAJEURE

No party shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, floods, earthquakes, fires, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the Parties. However, to the extent EduTech is excused from performance, the School is excused from making payment relating to such nonperformance.

15. INTELLECTUAL PROPERTY OWNERSHIP

All Intellectual Property Rights owned by either party hereto prior to or independent of this Agreement, shall remain the sole property of such party, and

nothing in this Agreement shall confer in the other party any title to, or except as necessary for the provisions of the Services hereunder, right to use such Intellectual Property Rights. "Intellectual Property Rights" means any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof, now or hereafter in force and effect worldwide. The School agrees not to (and agrees not to allow third parties to) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Services, or to extract significant portions of Services' files for use in other applications. School also agrees not to remove, obscure, or alter any copyright notice, trademarks, or other proprietary rights notices affixed to EduTech provided materials.

15. AMENDMENT

No modifications, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by both parties.

16. GOVERNING LAW; ATTORNEY FEES

This Agreement shall be governed by and construed under the laws of the State of California. Venue for any action regarding this Agreement shall be any court of competent jurisdiction located in Ventura County, California. In the event of any controversy or dispute arising from this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable expenses, including without limitation attorneys' fees and costs, actually incurred.

17. ENTIRE AGREEMENT

This Agreement and any exhibits attached hereto constitute the complete and exclusive Agreement between the Parties and supersede any prior or contemporaneous negotiation, representation, understanding, or agreement with respect to the services contemplated, whether written or oral. No other promises or agreements of any kind have been made to cause the Parties to execute this Agreement.

18. INSURANCE/RESPONSIBILITY

- a. **Limitation of Liability:** Each Party shall only be responsible for the payment of claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of their respective employees or agents in connection with the performance of the services for which they may be held liable under applicable law.
- b. **Insurance and Attorney Fees:** Each Party shall maintain at its sole expense adequate insurance or self-insurance coverage to satisfy its

obligations under this Agreement. In the event a lawsuit is brought by a third party against a Party in connection with the SOCaaS, each Party shall each be responsible for its own attorney fees and costs associated with such litigation.

- 19. EXECUTION IN COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one Agreement. True and correct copies, including facsimile, electronic, or PDF copies of signed counterparts, may be used in place of originals for any purpose and shall have the same force and effect as an original.

IN WITNESS WHEREOF, the Parties hereto have set their hands.

EduTech Group, LLC:

<i>Robert A Cireddu</i>	2024-05-09
By _____	_____
CEO/Owner	Date

Accelerated Schools:

<i>Debbie Kukta</i>	2024-05-09
By _____	_____
Superintendent or designee	Date

EXHIBIT A

SOCaaS

During the term and at the times specified in the Agreement to which this Exhibit A is attached, EduTech shall provide the following SOCaaS to the Accelerated Schools.

- Security Operational Center as a Service (SOCaaS)
 - Managed Detection Response (MDR)
 - 24 hour/7 day network Monitoring
 - Single source dashboards
 - Accessible to SCHOOL staff determined by SCHOOL
 - Alerts and dedicated incident database and reporting for all SOC services to all SCHOOL designated staff
 - Workbook to be provided during implementation/onboarding for the School to plan and configure policies and rules. See Exhibit B for more details on the onboarding process.
 - Hardware Security Monitoring
 - Security device monitoring involves the following:

- Log Collection: Gathering logs and data from various security devices, including event logs, network traffic logs, and system logs.
 - Event Correlation: Analyzing and correlating the collected data to identify patterns, trends, and potential security incidents across multiple devices and systems.
 - Alerting and Notification: Generating alerts and notifications to designated SCHOOL staff when potential security threats or anomalies are detected, allowing security teams to respond promptly.
 - Incident Response: Investigate and respond to security incidents identified through device monitoring, including containment, eradication, and recovery recommendations. Any incident that requires changes to devices is performed by school staff.
 - Continuous Improvement: Analyzing the effectiveness of security controls and monitoring processes to make adjustments and improvements over time.
- The Schools equipment to be monitored
 - Network Equipment
 - (23) routers
 - (32) switches
 - (2) Firewalls
 - Virtual Servers
 - (5) physical servers
 - (9) virtual machines

- Domain Services & Databases
 - (1) Hybrid Azure Domains
 - (1) Databases
 - Cloud Full Stack Monitoring
 - (225) Google Cloud Platform (GCP) user accounts
- Anti-Phishing Awareness & Prevention
 - (250) Users
 - Automated Training delivery
 - Simulated Phishing exercises
 - Feedback and Evaluation assessment dashboards in portal
- Endpoint Detection & Response for workstations, tablets, and servers
 - For (225) Endpoint devices
 - Data Collection: system logs, metadata, network traffic, registry changes and user activity
 - Data Analysis: Data is analyzed to identify normal behavior and deviations that could indicate potential security threats.
 - Threat Detection: Using analysis to detect security threats, malware infections, unauthorized access, and suspicious activity.
 - Response and Remediation Recommendations: EduTech/XeneX will provide remediation recommendations, and the response actions to contain and mitigate threats are performed by school staff.
- Patch Management
 - For all endpoint devices and tablets
- Backup & Disaster Recovery System
 - During the onboarding policy procedure process, school staff will identify the data and its original location for backup and disaster recovery. See Exhibit B for more details on the onboarding process.
- - Immutable Backup Storage, the definition in Exhibit B
 - (1) Terabyte storage
 - Regular automated testing of data integrity, configuration, and access of the Disaster Recovery System
 - Minimum Monthly, or School choice of occurrence, of Disaster Recovery cloud virtual servers. See Exhibit -B- for details.
 - Testing will be monitored and reviewed by the school and EduTech/Xenex staff.
 - Anytime access to Disaster Recovery in time of need. see Exhibit -B- for more details.

- Escalation Support
 - Provide alerts, human-to-human support/communication, and an incident reporting system for reference with details of alerts and remediation.

Any changes or additions to the above services or equipment shall be made in writing signed by both parties. School acknowledges and agrees that any such changes or additions to the above services may result in an increase to the regular compensation owed to EduTech under the Agreement.

EduTech Initials:	<u>RAC</u>	Date:	<u>2024-05-09</u>
School Initials:	<u>D.K.</u>	Date:	<u>2024-05-09</u>

EXHIBIT B

SOCaaS

EduTech XeneX SOCaaS Onboarding and Implementation

The EduTech XeneX platform onboarding process consists of a number of processes and interactions meant to welcome and familiarize new schools with our Security Operational Center as a Service (SOCaaS) service, assuring a smooth transition from initial sign-up, policy formulation, and training to the successful delivery of cybersecurity services. Our typical onboarding process timeline is a multi-week process from start to finish:

- Week 1 – Planning
 - Kickoff meeting
 - Network requirements review, documentation and workbook
 - Backup policy requirements review and documentation
 - Disaster Recovery requirements, policies, review, and documentation
 - Patch Management frequency and planning, documentation
 - Phishing Awareness & Training 12-month planning for tests and training plan, documentation
 - Sign off the all the requirements documentation
- Week 2 – Implementation
 - Sensor installation
 - Customer direct pilot group data sources to sensor
 - XeneX verifies data being received
 - Policy configuration based on received data
 - Alert configuration and testing
 - Status of deliverable and success criteria checkpoint
 - Expand to remaining devices
 - Review of policy effectiveness
 - Additional tasks such as Active tools, assets scans, vulnerability scanning et
 - Review of deliverables and success criteria
 - Sign off on completion
 - Production mode
- Week 3 – Validation and Sign Off
 - Review of policy effectiveness
 - Review of deliverables and success criteria
 - Sign off on completion
 - Production mode

Note: Task and schedule adjustments can vary depending on a school's needs, priorities, and availability.

Backup and Restore

The backup service is configurable, but it is recommended that daily incremental backups and weekly full backups follow an initial full backup . Only appropriately appointed school staff and appropriate EduTech/XeneX staff have access to backup data. Appropriate school and EduTech/XeneX staff will have access to a dedicated Security Operational Center portal to verify backup occurrences. Additionally, 24/7 XeneX specialists will monitor, alert school staff and mitigate, if possible, any backup that does not occur.

The backup service has malware detection and removal built-in so as backups are performed, the service looks for any malware and removes them.

The backup is in secured U.S.-based cloud storage. The backup data cannot be altered, deleted, or changed in any way; thus, it is encrypted and tamper-proof (immutable).

The restore service also comes with the technology to detect and remove any malware. This complements the backup capabilities in case of a zero-day attack that was not detect at backup time.

Disaster Recovery

The incremental backups are automatically transmitted from the backup site to the disaster recovery site. No manual intervention is required. During onboarding of the SOCaaS, the School will designate data volumes to backup and ultimately be restored in time of need and testing. See Exhibit B for more details on the EduTech Xenex SOCaaS onboarding process.

A test cadence is set up to document the server availability for audit and compliance requirements, such as cyber insurance compliance. It is recommended a test cadence is performed at least once a month or more.

In an emergency, the servers at the disaster recovery site can be activated to provide access to the most current backup data. Production systems within the backup/disaster recovery system will be accessible to designated School staff on the disaster recovery virtual servers. When live production data is unavailable or compromised, staff from either the School or EduTech/XeneX can commence this process. School staff can restore the backup to the local environment or run virtual cloud servers, and access data within the disaster recovery site.

Storage Usage & Reporting

The more backups are kept, the more storage will be required. The system will provide usage statistics, which are monitored, and reports are provided regularly via the Security

Operational Center Portal. Integrity and backup occurrence are monitored 24/7 by a Security Operational Center specialist.

Signature Certificate

Reference number: RU4JA-F6NVI-QXVAZ-OGKWD

Signer

Timestamp

Signature

Debbie Kukta

Email: dkukta@accelerated.org

Sent:

09 May 2024 00:16:54 UTC

Viewed:

09 May 2024 14:58:54 UTC

Signed:

09 May 2024 15:02:29 UTC

Debbie Kukta

Recipient Verification:

✓ Email verified

09 May 2024 14:58:54 UTC

IP address: 156.3.165.235

Location: Los Angeles, United States

Bob Cireddu

Email: robert.cireddu@edutech-group.com

Sent:

09 May 2024 00:16:54 UTC

Viewed:

09 May 2024 16:31:30 UTC

Signed:

09 May 2024 16:32:47 UTC

Robert A Cireddu

Recipient Verification:

✓ Email verified

09 May 2024 16:31:30 UTC

IP address: 184.56.60.225

Location: Chardon, United States

Document completed by all parties on:

09 May 2024 16:32:47 UTC

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