

I have read and agree with this page.

Pine Cove Consulting_____

Client_____



Managed Services Agreement

1. TERM OF AGREEMENT

This Agreement between Kimberly School District herein referred to as Client and Pine Cove Consulting, herein referred to as Service Provider, is effective July 1, 2026, shall remain in force for a period of one year, and be reviewed yearly to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, these will be negotiated and agreed to by the Client and Service Provider in advance. The Service Agreement automatically renews for a subsequent one-year term beginning on the day immediately following the end of the Initial Term unless either party gives the other thirty (30) day's prior written notice of its intent not to renew this Agreement.

- a) This Agreement may be terminated by the Client or Service Provider upon thirty (30) day's written notice for any reason.
- b) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. The client agrees to pay the Service Provider the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- c) Client agrees to allow Service Provider to assign, delegate, subcontract services to third party competent contractors approved by Service Provider.

2. FEES AND PAYMENT SCHEDULE

Fees will be \$1,400 (can be increase to \$2250 for full e-rate network management) per month plus applicable taxes, invoiced to Client monthly, and will become due and payable upon invoice. Services will be suspended if payment is not received within 30 days following date due. Refer to Appendix B for Service Provider Managed Services covered by the monthly fee under the terms of this Agreement.

It is understood that all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services. An initial setup fee may apply to begin a proposed Project. Upon completion of the project, billing will begin effective immediately.

3. TAXES

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to the Service Provider for the state of use.

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4.

COVERAGE

Remote and on-site Helpdesk and Vendor Management of Client's IT networks will be provided to the Client by Service Provider through remote means between the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays unless the Service Provider decides it is convenient to do the service after hours. Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B.

Support and Escalation

Service Provider will respond to Client's Trouble Tickets under the provisions of Appendix A, and with best effort after hours or on holidays. Trouble Tickets must be opened via email. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A.

Service outside Normal Working Hours

Emergency services that the client requests to be performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

Service Calls Where No Trouble is found

If Client requests onsite service and no problem is found or reproduced, Client shall be billed at the current applicable rates as indicated in Appendix B.

Limitation of Liability

In no event shall Service Provider be held liable for indirect, special, incidental, or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Service Disclaimer

Customer grants Service Provider authorization to view any files within the regular routine of the repair or system improvement. Customer also authorizes Service Provider to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

5.

ADDITIONAL MAINTENANCE SERVICES

Hardware/System Support

Service Provider shall provide support of all hardware and systems specified in Appendix B, provided that all Software is Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client's authorization to incur them.

Monitoring Services

Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B. Service Provider shall make every attempt to rectify the condition in a timely manner through remote means.

6.

SUITABILITY OF EXISTING ENVIRONMENT

Minimum Standards Required for Services

In order for the Client's existing environment to qualify for Service Provider's Managed Services, the following requirements must be met:

1. All Servers must be running a currently supported Windows Operating System and have all the latest Microsoft Service Packs and Critical Updates installed.

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2. All end user devices must have a currently supported operating system and maintain all updated service packs and critical updates.
3. All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
4. All Servers, networking equipment, and storage devices need to be covered under a manufacturer warranty.
5. The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
6. The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored and send notifications on job failures and successes.
7. The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
8. All Wireless data traffic in the environment must be securely encrypted.
9. The environment must be climate-controlled with commercial grade equipment.
10. The environment must be protected by an uninterruptible power system with battery backup capable of sustaining the environment for 15 minutes during a power outage.
11. There must be an outside static IP address assigned to a network device, allowing VPN access.

Questions about bringing Client's current environment up to these Minimum Standards need to be addressed before the contract is agreed upon.

Chronically Failing Equipment

Experience has shown equipment belonging to the client which has initially passed Minimum Standard Requirements for Service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, the client agrees to work constructively and positively with Service Provider to replace the equipment at additional cost through Service Provider.

7.

EXCLUDED SERVICES

Service rendered under this Agreement does not include:

- 1) Parts, equipment, or software for customer's telecommunications systems are not covered by this agreement. However, the Service Provider will help troubleshoot connectivity within the Local Area Network.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- 3) The cost to bring Client's environment up to minimum standards required for Services.
- 4) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- 5) Service and repair made necessary by the alteration or modification of equipment other than that authorized by Service Provider, including alterations, software installations or modifications of equipment made by Client's employees or anyone other than Service Provider.
- 6) Maintenance of Applications software packages, whether acquired from Service Provider or any other source unless as specified in Appendix B.
- 7) Programming (modification of software code) and program (software) maintenance unless as specified in Appendix B.
- 8) This proposal does not include replacement of parts needed for repairs on printers, screens, or peripherals, (PDA's, Point of Sale Scanners, Digital Cameras, Cell Phones, nor any other specialized accessory), unless this equipment was originally provided under this agreement or a pre-existing Service Provider agreement. All labor needed for installation of the above devices is not covered under this agreement.
- 9) Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc. are not included or covered under this service agreement and need to be obtained separately.
- 10) Anything installed in the customer's environment after the date of this agreement is not covered by this agreement until it has been reviewed by Service Provider and officially added to this agreement.

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| REPORTED TROUBLE | PRIORITY | RESPONSE TIME (IN BUSINESS HRS.) | RESOLUTION TIME (IN BUSINESS HRS.) | ESCALATION THRESHOLD (IN BUSINESS HRS.) |
|--|----------|-------------------------------------|---------------------------------------|---|
| Service not available (All users and functions unavailable.) | 1 | Within 2 Hours | ASAP - Best Effort | 4 Hours |
| Significant degradation of service (Large number of users or Business Critical Functions affected.) | 2 | Within 4 Hours | ASAP - Best Effort | 8 Hours |
| Limited degradation of service (Limited number of users or functions affected, Business Process can continue.) | 3 | Within 24 Hours | ASAP - Best Effort | 48 Hours |
| Small service degradation (Business Process can continue, one user affected.) | 4 | Within 48 Hours | ASAP - Best Effort | 96 Hours |

Please note: All work done after hours is done at "Best Effort" to find a solution.

SUPPORT TIERS

The following table details and describes our Support Tier Levels.

| SUPPORT TIER | DESCRIPTION OF SUPPORT ESCALATION |
|----------------|---|
| Tier 1 Support | All support incidents begin in Tier 1, where the initial trouble ticket is created; the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated. |
| Tier 2 Support | All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers. |
| Tier 3 Support | Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendors) Support Engineers to resolve the most complex issues. |

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Pine Cove Consulting – Support Agreement

Appendix B

Services

| Item | Description | Included |
|---------------------------|--|--------------------|
| Professional Services | Phone and email support for all services provided. Call in support (8)9x5. Email support 8x5, Remote management support. | YES |
| Account Management | Includes Review of client's technology including budgeting and future planning | YES |
| Firewall Management | Management and monitoring of physical hardware, Policy Management, Filtering, Firmware Updates, and patches, VPN Access, Traffic Shaping, routine maintenance. | YES |
| Network Management | Managed Network includes network mapping and annual network review, Implementing and improving overall services, productivity, security, performance, Remote monitoring, and hardware management. | YES |
| Network Device Management | Managed Network Device includes management and monitoring of Uptime and SNMP Monitors where available. | YES |
| Server Management | Management and monitoring of physical hardware, Provisioning, optimal performance, Key Services, Operating Systems, system updates, Image Deployment, user management, Policies, security, Print management (if applicable) and Annual Server Review | Separate Agreement |
| Switch Management | Management and monitoring of physical hardware, Performance, end user experience, Network configuration, Traffic Monitoring, routine maintenance, firmware updates and Annual Switch Review | YES |
| Wi-Fi Management | Management and monitoring of Configuration, Authentication, Controller, Physical hardware, Utilization, SNMP Monitors, routine maintenance, SSID Management, Annual Wi-Fi Review | YES |
| Environmental Controls | Monitor environment of rooms w/ mission critical equipment and Monitor battery health and overall power health for mission critical equipment | YES |

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| Additional Services | | |
|-------------------------------|--|--------------------|
| Item | Description | Included |
| Directory Services Management | Managed Directory Services includes management and monitoring of User Administration, Device Administration, Security Administration, Group Policy Administration, Structure Administration, Backup of Configuration, and Annual Directory Review | Seperate |
| Workstation Management | Managed workstations include management and monitoring: Physical hardware including peripherals, RMM automation and remote management, Key Windows Services, Operating systems and patch management, Routine maintenance, Local user management, Software management, Standardization. | NO |
| Cloud Software Management | Technical Management of cloud software to provide access to necessary apps for client | NO |
| Display Devices | Configuration and integration with staff | NO |
| Peripheral Management | Management of connection to peripheral devices such as document cameras. | NO |
| Software Management | Technical management of software installed locally on machines. | NO |
| VoIP Management | Management of VoIP system and devices. Provide access to users and network connectivity | NO |
| Backup Management (Restore) | Backup of Selected Data, Testing of data backup, Off-site Backup, Annual Review of backup | Separate Agreement |
| Managed Security | Antivirus administration and management, Firewall administration and management | NO |
| Email Security | Mailbox Management, User Access, Quarantine Management, and annual Email Security Review | NO |
| Content Filtering | Firewall content category, Firewall content individual allow/block, Cloud content filtering on chrome devices, Cloud content filtering on non-chrome devices | NO |

| NON-CONTRACT SERVICE RATES | |
|---|-------------|
| LABOR SERVICE | RATE |
| Onsite Labor: 8:00am to 5:00pm – Monday - Friday | \$200/hr. |
| Total Site Outage (After Hours) - 24 Hours a Day, 7 Days a Week | \$200/hr. |
| | |
| LABOR SERVICE (AFTER BUSINESS HOURS) | RATE |
| Remote Network Management: After hours– Monday - Friday | \$200/hr. |
| Onsite Labor: After hours Monday - Friday (2 Hour Minimum) | \$200/hr. |
| | |
| LABOR SERVICE (ALL OTHER TIMES) | RATE |
| Remote Labor - ALL OTHER TIMES | \$200/hr. |
| Onsite Labor - ALL OTHER TIMES | \$200/hr. |

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Addendum 1 – Idaho Specific Regulations

Anti- Boycott Israel

Pursuant to Idaho Code 67-2346, if aggregate payments under a Contract/Agreement exceed one hundred thousand dollars (\$100,000) and the Contractor/Vendor employs ten (10) or more persons, the Contractor/Vendor must certify that it is not currently engaged in and will not, for the duration of the Contract/Agreement, engage in a boycott of goods or services from Israel or territories under its control. The terms in this Certificate are defined in Idaho Code 67-2346 and shall have the meaning defined therein.

By signing below, I certify that Contractor/Vendor does not engage in the boycott of goods or services from Israel or territories under the control of Israel and that Contractor/Vendor will not engage in the boycott of goods or services from Israel or territories under the control of Israel during the term of any Contract/Agreement awarded to the Contractor/Vendor from the District.

I further certify that this Certification is true, complete, and accurate, and that I am authorized by my Company to make this Certification.

Company Name – Pine Cove Consulting

Signature of Company Official
Kyle Thompson – Sales Manager
Date 3/23/26

People’s Republic of China

Pursuant to Idaho Code 67-2359, an Idaho public entity may not enter into a contract with a company for the acquisition or disposal of services, supplies, information technology, or construction unless the contract includes written certificate that the company is not currently owned or operated by the government of China/People’s Republic of China and will not during the duration of the contract be owned or operated by the government of China/People’s Republic of China. The terms in this Certification are defined in Idaho Code 67-2359 and shall have the meaning defined therein.

By signing below, I certify that my company is not owned or operated by the government of China/People’s Republic of China. If during any point during the contractual relationship the Company becomes owned or operated by the government of China/People’s Republic of China, the Company has an affirmative obligation to disclose such status change to the District. If at any point during the Contract term with the District, the Company can no longer validate this Certification, the Contract shall be declared void and any contract extensions will not be valid.

I further certify that this Certification is true, complete, and accurate and that I am authorized by my company to make this certification.

Company Name – Pine Cove Consulting

Signature of Company Official
Kyle Thompson – Sales Manager
Date 3/23/26