



Attachment A

13430 Northwest Freeway, Suite 1000
Houston, TX 77040
Phone 866.609.PATH

Number Q-11531
Date 5/9/2025
Agreement Term 12 Months

Client

Ship To

Roselle School District 12
100 E Walnut St
Roselle, Illinois 60172
United States

Roselle School District 12
100 E Walnut St
Roselle, Illinois 60172
United States

Phone +1 630-529-2091
Email

Phone +1 630-529-2091
FAX (630) 529-2467

DYOPATH Contact	Phone Number	Fax	Email
Connor Sweeney	(713) 485-7148		connor.sweeney@dyopath.com

The fees contained in this Attachment A are valid for 30 days from the Date referenced above and are subject to change thereafter.

IT Outsourcing Services (Monthly Recurring)

Description	Quantity	Unit-Price	Extended Price
Managed Services	1	\$15,900.71	\$15,900.71
Subtotal			\$15,900.71

Statement of Work

Level 2 Technical Hours

8 Hours per month of following 4 types of services below (a, b, c, d) to be used throughout the term.

We will carry over a maximum of 10% of hours per quarter, non-cumulative.

a. Virtual Chief Innovation Officer (VCIO) Services

The primary responsibility of the VCIO is to Support Vision, Major Initiatives, Decision Making, and Strategic Technology Leadership for District. The VCIO may attend District Leadership Meetings that require Technology Support as well as District Technology Committee meetings. The VCIO may support Strategic Technology Planning (Short-term;Long-term) and projects such as:

- 21st Century Classroom Integration
- Technology Vendor Liaison
- Professional Development
- Technology Road Mapping

b. Professional Development

- Instructor Lead
- Co-Teaching
- Coaching
- Mentoring

c. Program Management Services

Program Management - The primary responsibility for this role is to ensure that expectations are met regarding timelines, commitments and ownership of responsibilities for all parties relative to technology goals and initiatives. Program Management may attend District Leadership Meetings that require Technology Support and updates.

d) Level 2 Support

- Certified Engineer Support
- Remote Infrastructure Support and Maintenance (support performed during business hours)

2. One (1) On-Site Level I Field Engineer

Day-to-Day Management of Help Desk Support and School Technical Needs – The primary responsibility for this role is to help end users with technical challenges and needs on a day to-day basis and to lead the other on-site technical resources to excellent support, as needed. Field Engineer should escalate issues to Program Management for direction. Program Management is responsible for communication relating to client satisfaction, help desk reports and the overall technical state to the district.

Field Engineer Services: Includes but not limited to:

- Manage the day-to-day functions of using technology within the district including, but not limited to, network, e-mail, and various software systems.
- Support of macOS X and Windows. (Desktop/Surfaces/Server) operating systems, iOS devices, Google Workspace, including knowledge of VMware and limited backup support.
- Ability to deploy software using Network/Server/MDM based software installations for macOS X, iOS.
- Knowledge and Support of Active Directory and Google Workspace.
- Installation of all new desktop computers, servers, and computer-related equipment (printers, peripherals).
- Install and troubleshoot use of interactive teaching solutions (Interactive White Boards & Projectors).
- Repair and replace non-functioning end-user computer equipment.
- Create, maintain and update all required computer images.
- Install and support software and updates as necessary and maintain software license compliance records.
- Support telephone system issues as necessary and facilitate repair requests.
- Maintain appropriate physical security and control on all computer assets across the district.
- Maintain Inventory records of all equipment (purchases, placements, repairs and final dispositions).
- Keep a working knowledge of all computer-related equipment to facilitate timely troubleshooting and repairs.
- Performing other duties as assigned.
- DYOPATH services are provided as part of an annual or multi-year agreement. Services will continue to be performed while buildings are closed for scheduled time off during the holidays or summer break. Services may also be performed remotely if the buildings are closed for any other reasons. During these times, DYOPATH will determine what services will be performed based on the district's needs. This will not constitute a discontinuance of service while buildings are closed, or schools are out of session.
- On-Site Staff redundancies for DYOPATH Field Engineer (provided for more than two consecutive days absent (vacation and sick days)).
- On-Site core hours determined by district.
- With written notice, the district can request DYOPATH resource replacement

***Note:** This salary increase is based on resource obtaining CCNA Certification.

Professional Services Assumptions:

- Quote is based on 8 hours per day, M-F, 5 days per week, 40 hours per week, per resource.
- Planned overtime, weekend, and holiday work must be mutually agreed upon.

3.- Infrastructure Monitoring 24/7

Infrastructure Monitoring was specially designed for clients who seek a consistent layer of monitoring and remote remediation so that maximum uptime is achieved. Our solution prioritizes resources to focus as much on the Infrastructure Layer to monitor core components of your network at the most comprehensive level.

Highlights & Features:

- **24/7 Pro-Active Monitoring:** With 24x7 Proactive Monitoring, signs of impending problems will never go unnoticed. Our team will be notified immediately of any potential problems, prompting real-time remediation, saving you countless hours of frustration and lost productivity.
- **Disk Drive Utilization Thresholds:** Safe data capacity thresholds are established from the onset; we are alerted of any diminishing capacity, enabling us to recommend and deploy more adequate long-term storage strategies.

- **Network Device Status Reports:** Automated reports will keep you informed of the state of your network devices as well as enable us to recommend any necessary modifications and/or upgrades to maximize performance.
- **Network Device Audit and Inventory:** Continuous auditing provides real-time details of all hardware and software of each network device, alerting us of any significant change, prompting when corrective action must be taken.
- **Bandwidth Usage Monitoring:** Identification of those users with the highest bandwidth consumption enables us to readily pinpoint the cause of bottlenecks and quickly remediate to maintain optimum performance.
- **IT Vendor Liaison:** From Internet Service Providers (ISP's) to software vendors, DYOPATH leverages its existing partnerships to expedite resolution of almost any issue that may arise.
- **Remote Support:** Real-time remote 24x7x365 technical support.
- **On-site Support:** If and when remote assistance is inadequate, DYOPATH will dispatch one of our highly trained professionals to fix the issue onsite as part of Level 2 support.

Managed Network Devices: 5

- Sophos Firewall
- MS-MDF-CORE-STACK-1
- MS-MDF-CORE-STACK-2
- MS-MDF-CORE-STACK-3
- MS-MDF-CORE-STACK-4

Monitored Network Devices: 10

- ES-IDF-ROOM-19
- ES-IDF01
- ES-MDF01
- ES-MDF0
- ES-MDF03
- ES-STORAGE01
- ES-STORAGE02
- DO-IDF-VOIP-01
- Switch.sd12.org
- RoselleSD-EX3200-Middle

Managed System Devices: 2

- SD12DC02
- SD12DC03

Monitored System Devices: 2

- SD12FS02
- SD12PRINT

4.- Infrastructure Security Patch Management

With the ever-changing security landscape, we recommend minimally that network systems are patched on a semi-annual basis. DYOPATH will apply manufacturer released operating system updates to address security vulnerabilities, software bugs, etc. Covered are the following devices:

- Sophos Firewall

(**Note:** Manufacturer support agreement for each device must be purchased by the district. Though this service improves your network security additional patching may be required to respond to real world events.)

5. Servers Patching - N Central Monitoring

NOC SUPPORT SERVICES

- Quoted DYOPATH NOC support services include remote monitoring with reactive support where applicable.
- Quote assumes active manufacturer maintenance support on all equipment/licensing in scope for duration of contract. Any item without support are considered out of scope.
- N-Central installation requires either an MDM, RMM or Windows Domain environment with the ability to deploy a GPO (requires all workstations to be in the office or VPN capability for WFH individuals.) if none of these are in place, a separate project to deploy an MDM/RMM solution prior to onboarding will be required.
- DYOPATH will provide best effort level support for any unsupported HW/SW/Licensing in scope - standard SLAs will not apply and event remediation will be addressed on a T&M basis.
- All support is English speaking only and if DYOPATH is required reach in ISP or vendor another country, English language support is required.
- Quote assumes Client's production environment on supported OS and hardware at all locations for N-able software.
- More information about supported N-able OS's can be provided upon request.
- Monthly support hours will be trued up on a quarterly basis and adjusted as needed.
- Quote assumes all professional services to be performed during normal business hours - M-F, 8AM-5PM, Central
- Standard Onboarding Includes:
 - Basic discovery, data capture, and analysis.
 - Base tenant setup.
 - Buildout of DYOPATH or Client VM Probe(s)
 - Documentation review.
 - Knowledge transfer.
 - Onboarding project closeout.
- Operating system security patching will be operated monthly by L2 support for 3 hours per month.
- Server Patching for:
 - SD12DC02
 - SD12DC03
 - SD12FS02
 - SD12PRINT

OUT OF SCOPE

- Any support before onboarding is completed.
- Any device/licensing/application without active support agreement.
- Any SQL Database support is considered out of scope (T&M rates provided if required)
- No Linux OS or Application support is included (T&M rates available upon request)
- Website/domain support for any Company websites.
- Application patching services are not included.

- No backup management or verification testing services are included.

Additional Hours Fees

Additional hours beyond contracted hours

- Normal business hours (M-F 9AM-5PM): \$250/hour
- After-Hours (Weekdays 5PM to 9PM and 6AM to 8AM): \$325/hour
- Premium After-Hours (Weekdays 9PM to 6AM, weekends, and DYOPATH holidays): \$425/hour

Resource Turnover

In the event of resource turnover, DYOPATH and Client shall mutually agree to negotiate labor rates based on current market value and labor to replace labor attrition.

Pricing Summary

Type	Monthly Recurring	Non-Recurring
IT Outsourcing Services	\$15,900.71	\$0.00
Totals	\$15,900.71	\$0.00

CLIENT SIGNATURE

DYOPATH SIGNATURE

Client Signature

Title

Client Name

Date Signed

Signature

Title

COO

Name

Steve Roth

Date Signed

- * This Attachment A is governed by the DYOPATH Managed Services Agreement ("MSA"), effective on the date this Attachment A is signed. The provisions set forth under the MSA are incorporated into and made part of this Attachment A as if the terms and conditions were fully set forth herein. Client unequivocally accepts the MSA and all related Attachments, Amendments, and/or Addendums (the "Agreement") and their respective terms. Any additions or changes to this Agreement must be set forth in a modification and agreed to by DYOPATH and Client.
- * The DYOPATH MSA is available at <https://dyopath.com/resources/legal/MSA> and will be sent to Client upon request.
- * If Professional Services are incorporated in this Attachment A, one or more of the following payment terms apply:
 1. **Dropship/Hardware/Software only purchases:** Immediately following contract execution, DYOPATH will invoice Client for 100% of the total price. Payments are due upon receipt of invoice.
 2. **Dropship/Hardware/Software purchases with Professional Services:** Immediately following contract execution, DYOPATH will invoice Client for 100% of all hardware/software/license and 50% of the Professional Services quoted. Balance will be due upon completion of the Services. Payments are due upon receipt of invoice.
 3. **Professional Services - Firm Fixed Price (FFP):** Immediately following contract execution, DYOPATH will invoice the Client for 50% of the total price. Balance will be due upon completion of the Services. Payments are due upon receipt of invoice.
 4. **Professional Services – Time & Materials (T&M):** T&M Professional Services with a duration of one month or less will be invoiced in full at completion of the Services. T&M Professional Services with a duration greater than one month will be invoiced monthly based on hours expended during each month. Payments are due upon receipt of invoice.
 5. **Security Remediation (non-existing clients):** Prior to commencing any related security remediation work, DYOPATH will provide payment instructions to Client (Wire Transfer or ACH). 100% of payment is due upon receipt of the instructions.
- * Pricing does not include taxes, shipping, or handling.
- * Pricing does not include carrier services, equipment, or installation (unless otherwise specified) including but not limited to: Wiring, circuit and/or station identification ("toning and tagging"), patch cables, cross connects, patch panels, racks, shelves, rack mounting kits, wire management, cable labels/tags, demarcation extension, environmental, UPS, orelectrical.
- * Any 3rd party software or cloud licenses sold and billed on a regular basis by DYOPATH do not include services for ongoing monitoring and management of these solutions. These services will be billed on a time and material basis if requested.
- * Client is responsible for ensuring environmental requirements are met including but not limited to physical space, physical clearance, weight, electrical power, electrical static discharge, altitude, temperature, and humidity. DYOPATH to provide equipment data sheet upon request.
- * Discounted pricing is contingent upon 3rd party vendor approval, if applicable.
- * Any client provided hardware that requires remediation is not included in the scope of this project. DYOPATH will bill and invoice separately for this work on a time and material basis given Client approval.

