

AGREEMENT BETWEEN THE COUNTY OF TEHAMA AND OBSIDIAN IT

This agreement is entered into between the County of Tehama, through its Sheriff's Office, ("County") and OBSIDIAN IT ("Contractor") for the purpose of technology support services.

1) RESPONSIBILITIES OF CONTRACTOR

During the term of this agreement, Contractor shall provide technology support services for all workstations, servers and networking devices under the responsibility of the Sheriff's Office, according to Exhibit "B", including, without limitation the following:

- a. Contractor will provide the Tailored Managed Service Plan [flexIT], which includes a fixed onsite and remote 80 hours per month for management and support of IT network-based services, applications, and equipment under the responsibility of the Sheriff's Office.
- b. Contractor will provide ongoing monitoring and security services of all critical devices with monthly reports as well as document critical alerts, cans, and event resolution to County by the 5th of every month for the previous month end.

2) RESPONSIBILITIES OF THE COUNTY

County shall compensate Contractor for said services pursuant to Section 3 and 4 of this agreement. County is also responsible for the following:

- a. County shall provide Contractor with full access to all areas of the facility necessary to complete the services in a timely manner, including but not limited to physical spaces, passwords, keys and codes.
- b. County must be able to provide documentation supporting ownership or licensing of all equipment and software. Contractor will not install, support or troubleshoot unlicensed software.
- c. County must provide a suitable work environment for Contractor for any on-site services required, including desk space, access to a telephone, and parking.

TEHAMA COUNTY

AGREEMENT #: _____

- d. County shall maintain its hardware and software under a valid support agreement with the vendor or manufacturer of the hardware and software at all times. Contractor shall not be responsible for installing, updating, maintaining, or supporting hardware or software not covered under a valid support agreement with the software vendor or manufacturer.
- e. County shall be responsible for maintaining back-ups of all critical software, documents, and applications on all of the County's file servers, personal PC's, organizers, and other electronic equipment covered under maintenance.
- f. County must receive Contractor's approval for any changes to the covered equipment. If not, any additional maintenance or support services required due to County's changes to the covered equipment will not be covered by this agreement.

3) COMPENSATION

Contractor shall be paid a monthly flat fee of \$15,155.81 for essential security tools, flexIT Plan, Microsoft M365 and Obsidian OffSite Backup. The flat fee is inclusive of all of the Contractor's charges and expenses, and any applicable taxes. The maximum compensation payable under this agreement shall not exceed \$15,155.81 per month, and the yearly maximum compensation shall not exceed \$181,869.72. In addition to the month services, County shall pay a maximum of \$10,000.00 for computer technician services specifically requested by County that are not covered under Exhibit "B" (including any onsite computer technical services requested by County) Contractor shall be paid the hourly rate of \$142.25 per hour. The Annual Maximum Compensation payable under this agreement is \$191,869.72 per year.

Contractor shall not be entitled to payment or reimbursement for any tasks or services performed except as specified herein. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this agreement.

4) BILLING AND PAYMENT

Contractor shall submit an itemized invoice of Contractor's services and expenses to County, in arrears, within thirty (30) days after service has been completed to the reasonable satisfaction of County. County shall make payment of all undisputed amounts within 30 days of receipt of Contractor's invoice.

5) TERM OF AGREEMENT

This agreement shall start July 1, 2025, and shall terminate June 30, 2026, unless terminated in accordance with section 6 below.

6) TERMINATION OF AGREEMENT

If Contractor fails to perform his/her duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Contractor violates any of the terms or provisions of this agreement, then the County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Contractor. Either party may terminate this agreement on 30 days' written notice. County shall pay contractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement immediately upon oral notice should funding cease or be materially decreased, or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Sheriff-Coroner.

7) ENTIRE AGREEMENT; MODIFICATION

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Contractor shall be entitled to no other benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this agreement, Contractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8) NONASSIGNMENT OF AGREEMENT

Inasmuch as this agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate or sublet any interest herein without the prior written consent of the County.

9) EMPLOYMENT STATUS

Contractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Contractor shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to insure that the services shall be rendered and performed in a competent, efficient and satisfactory manner. Contractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Contractor, if Contractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Contractor's compensation. Contractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Contractor be eligible for any other County benefit.

10) INDEMNIFICATION

To the fullest extent permitted by law, Contractor agrees to protect, defend, indemnify, and save harmless County and its officers, officials, employees, and volunteers from and against all claims, demands, and causes of action by Contractor's employees or third parties on account of personal injury or death or on account of property damages arising out of the work to be performed by Contractor hereunder and resulting from the negligent act or omissions of Contractor, Contractor's agents, employees, or Subcontractors. These defense and indemnity obligations shall survive the termination or completion of this agreement and are in addition to, and not limited by, the Insurance obligations in the agreement.

Contractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

11) INSURANCE

Contractor shall procure and maintain insurance pursuant to Exhibit A, “Insurance Requirements For Contractor,” attached hereto and incorporated by reference.

12) PREVAILING WAGE

Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. If the Services hereunder are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with and to require its subcontractors to fully comply with such Prevailing Wage Laws, to the extent that such laws apply. If applicable, County will maintain the general prevailing rate of per diem wages and other information set forth in Labor Code section 1773 at its principal office, and will make this information available to any interested party upon request. Contractor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties, or interest arising out of any failure or alleged failure of the Contractor or its subcontractors to comply with the Prevailing Wage Laws. Without limiting the generality of the foregoing, Contractor specifically acknowledges that County has not affirmatively represented to contractor in writing, in the call for bids, or otherwise, that the work to be covered by the bid or contract was not a “public work.” To the fullest extent permitted by law, Contractor hereby specifically waives and agrees not to assert, in any manner, any past, present, or future claim for indemnification under Labor Code section 1781.

Contractor acknowledges the requirements of Labor Code sections 1725.5 and 1771.1 which provide that no contractor or subcontractor may be listed on a bid proposal or be awarded a contract for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, with exceptions from this requirement specified under Labor Code sections 1725.5(f), 1771.1(a) and 1771.1(n).

If the services are being performed as part of the applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, Contractor acknowledges that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13) NON-DISCRIMINATION

Contractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

14) GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction’s contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Contractor shall adhere to this policy as required therein and is otherwise encouraged to conform to this policy.

15) COMPLIANCE WITH LAWS AND REGULATIONS

All services to be performed by Contractor under to this Agreement shall be performed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Any change in status, licensure, or ability to perform activities, as set forth herein, must be reported to the County immediately.

16) LAW AND VENUE

This agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of the State of California (excepting any conflict of laws provisions

which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Tehama County, California.

17) AUTHORITY

Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

18) NOTICES

Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

NOTICES TO COUNTY:

Tehama County Sheriff's Office
Attn: Dave Kain, Sheriff-Coroner
P.O. BOX 729
Red Bluff, CA 96080
(530) 527-7900
dkain@tehamaso.org

NOTICES TO CONTRACTOR:

Obsidian IT
Attn: Jeff Wutzke, Sr. Systems Administrator
2770 Eureka Way, Suite 300
Redding, CA 96001
(530) 242-6000
jeff@obsidianit.com

INVOICES SUBMITTED TO COUNTY:

Tehama County Sheriff's Office
Attn: Accounting Division
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 1
nbrummond@tehamaso.org

GRANTS/CONTRACTS TO COUNTY:

Tehama County Sheriff's Office
Attn: Grants/Contracts
P.O. BOX 729
Red Bluff, CA 96080
(530) 528-8979 option 2
jcrane@tehamaso.org

Notice shall be deemed to be effective two days after mailing.

19) NON-EXCLUSIVE AGREEMENT:

Contractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Contractor, or to perform such services with County's own forces, as County desires.

20) STANDARDS OF THE PROFESSION

Contractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Contractor has been properly licensed to practice.

21) LICENSING OR ACCREDITATION

Where applicable the Contractor shall maintain the appropriate license or accreditation through the life of this contract.

22) RESOLUTION OF AMBIGUITIES:

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

23) NO THIRD PARTY BENEFICIARIES:

Neither party intends that any person shall have a cause of action against either of them as a third party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit and/or special right to any person, other than the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

24) HAZARDOUS MATERIALS

Contractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Contractor, or any of its Subcontractors, in connection with the services on County property. Contractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Contractor, or any of its Subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

25) HARASSMENT

Contractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

26) COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

27) EXHIBITS

Contractor shall comply with all provisions of Exhibits A through B, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

COUNTY OF TEHAMA

Date: 6/24/25



Sheriff-Coroner

Date: _____

Chairman, Board of Supervisors

OBSIDIAN IT

Date: 06/24/2025

Katie Rice

Authorized Agent

Agreement #: _____

123562
Vendor Number

2027-53170
Budget Account Number

jeff@obsidianit.com
Vendor/Contractor Email Address

(530) 242-6000
Vendor/Contractor Phone Number

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Contractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Contractor, his/her agents, representatives, employees or subcontractors. At a minimum, Contractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations) \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Contractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Contractor and Contractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Contractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Contractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if

coverage is written on a claims made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Contractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Contractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Contractor’s liability to County and will be the sole responsibility of Contractor.

Primary Insurance Coverage

For any claims related to this project, Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of Contractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Contractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The County

reserves the right to require rating verification. Contractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Contractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Contractor resulting from breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Contractor's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Contractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

Support Services Agreement Terms and Conditions

1. Definitions
 - 1.1. County Data: All data, content, and information provided by the County to the Service Provider under this Agreement.
 - 1.2. Personal Data: Any information related to an identifiable individual that is subject to privacy and data protection laws.
2. Ownership of Data
 - 2.1. The County retains ownership of all right, title, and interest in and to its data.
3. Data Protection
 - 3.1. All personal and non-public data must be encrypted at rest and in transit.
 - 3.2. The Service Provider shall use cryptographic standards compliant with FIPS 140-2, for any transfer or storage of data as defined by the National Institute of Standards and Technology (NIST).
4. Data Storage and Handling
 - 4.1. Any County data temporarily stored (e.g., for troubleshooting) must reside in U.S.-based systems and be deleted using NIST-approved secure destruction methods after use.
5. Minimum Security Requirements
 - 5.1. Multi-Factor Authentication (MFA):
Administrative or privileged access to County systems must be protected by Multi-Factor Authentication (MFA) as a minimum-security requirement.
 - 5.2. Access Controls:
The Service Provider shall implement role-based access controls (RBAC) and ensure that access to County data is limited to authorized personnel only.
 - 5.3. Security Monitoring:
The Service Provider shall maintain continuous security monitoring of its own infrastructure and services and provide timely reporting of any vulnerabilities or risks that may impact the County.
6. Security Incident Notification
 - 6.1. The Service Provider shall notify the County of any suspected security breach and provide details of the breach and mitigation steps within 24 hours of discovery. This notification shall include details of the breach and the steps being taken to mitigate it. For example, if any vendor-managed systems—such as those supporting secure remote access, credential management, documentation, or ticketing—are compromised, the County must be informed within the specified 24-hour window, along with a summary of actions taken to protect the County's systems.
 - 6.2. If the Service Provider is responsible for a breach that affects the county, they shall bear all costs related to investigation, resolution, and notification.
7. Legal Requests
 - 7.1. The Service Provider shall notify the County upon receipt of any legal request that may require access to County data.
8. Termination of Service
 - 8.1. Upon termination, the Service Provider shall securely return all County data in a mutually agreed-upon format and destroy any remaining copies using NIST-approved methods.
9. Background Checks

Exhibit B

- 9.1. The Service Provider shall ensure all personnel with access to the county account and data, including subcontractors, undergo US criminal background checks and exclude individuals with convictions relevant to dishonesty or fraud.

10. Reporting

- 10.1. The Service Provider shall provide the County with security reports upon request, including but not limited to remote access logs, authentication logs (successful/failed logins).

Exhibit C



flexIT [User] Master Service Agreement **(MSA)+(ASC) with Alignment, Standardization and Collaboration**

Quote Number: 20287

Prepared for: Tehama County Sheriff

Expiration Date: Thursday, July 10, 2025

Master Service Agreement (MSA)

flexIT offers flexible, cost-effective access to expert support and core security solutions for troubleshooting, maintenance, and protection.

Benefits:

- **Clear Expectations:** Defines services and performance standards.
- **Proactive Support:** Prevents issues, minimizing downtime.
- **Cost Efficiency:** Fixed monthly fees reduce unexpected costs.
- **Enhanced Security:** Regular updates protect against threats.
- **Access to Expertise:** Specialized IT knowledge and skills.
- **Scalability:** Adjusts to your business's needs.

Obsidian IT's flexIT Contract:

- **Adaptive Services:** Adjusts to changing needs.
- **Customer Profile:** Updates user, device, and software counts monthly.
- **Semi-Managed Service:** Flexible support and security solutions.
- **flexIT Support:** Unlimited Remote and Onsite Support, Monday to Friday, 7 am to 5 pm, with a 20% discount on professional services.

An MSA with Obsidian IT ensures proactive, efficient, and secure IT management, allowing you to focus on your core business.

Tehama County Sheriff Customer Profile

Businesses are dynamic, and your IT contract should be too! With our **flexIT** contract, your IT services adapt seamlessly to your business's changing needs. Whether you're experiencing a seasonal shift with fewer staff or enjoying growth and success, your contract adjusts to meet your current requirements. Your Customer Profile outlines the number of users, devices, and software essential for your operations. Our system automatically adjusts these counts every month, ensuring you always have the right resources. Below is the current counts found during discovery.

Assumptions	Quantity
Number of flexIT Support Hours	Unlimited
Number of named users	142
Microsoft M365 or Google Workspace Email Accounts (e.g., you@yourcompany.com)	150
Non-business email accounts	
Workstations or Laptops	95
Server (Stand Alone)	
VM Host (Physical Machine)	6
VM Guest	18
Routers / Firewalls	
Wi-Fi Wireless Access Points (WAPs)	17
Switches	9
VPNs	
PDU's	
NASs	4
UPSs	4
Domains	2

"There's no silver bullet with cybersecurity; a layered defense is the only viable option."
— James Scott

Obsidian IT's First in Class Security

Remove the Complexity of Multi-Layered Security Offering

With the ever-increasing number of devices connected to IT networks, the pathway for malicious actors is expanding by the second. A trustworthy defense requires sophisticated security tools that can detect and address even the most advanced cyberthreats before they become a problem. Obsidian IT Security Solutions provide full coverage while also being simple to manage, providing Business Professionals both peace and ease of mind.

\$4.54 million The IBM report estimates a data breach costs \$4.4 million, ransomware \$4.54 million.	\$955,429 is the average spend of SMBs to restore business in the wake of a cyber attack.	76% SMBs will experience disruption from a security event in the next 3 years.
57% of ransomware attacks result from unpatched software.	50+ new vulnerabilities are discovered every day.	Every 11 seconds a business is hit by a ransomware attack.



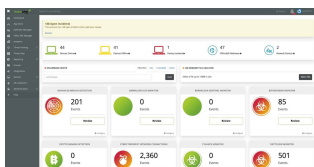
Shield Email Filtering

Zero-Trust Email Filtering, Heads-Up Display for visual security summary, and X-ray for safe email preview and detailed insights.



Dark Web ID

Uncover compromised credentials from all corners of the dark web within seconds with this dark web monitoring and compromise alerting tool.



24/7 SaaS Alerts

Cloud Detection & Response allows you to detect and automatically remediate SaaS security threats.

Item	Name	Type	Complex	Score
Item 1	Item 1	Item 1	Item 1	Item 1
Item 2	Item 2	Item 2	Item 2	Item 2
Item 3	Item 3	Item 3	Item 3	Item 3
Item 4	Item 4	Item 4	Item 4	Item 4
Item 5	Item 5	Item 5	Item 5	Item 5
Item 6	Item 6	Item 6	Item 6	Item 6
Item 7	Item 7	Item 7	Item 7	Item 7
Item 8	Item 8	Item 8	Item 8	Item 8
Item 9	Item 9	Item 9	Item 9	Item 9
Item 10	Item 10	Item 10	Item 10	Item 10

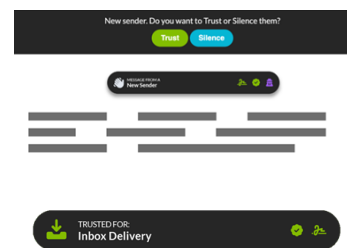
Datto Endpoint Backup

The most affordable endpoint backup solution on the planet, built to protect servers, laptops, and cloud VMs.

Device	Model	Serial	Last Backup	Status	Last Backup Size
Device 1	Model 1	Serial 1	Last Backup	Status 1	Last Backup Size 1
Device 2	Model 2	Serial 2	Last Backup	Status 2	Last Backup Size 2
Device 3	Model 3	Serial 3	Last Backup	Status 3	Last Backup Size 3
Device 4	Model 4	Serial 4	Last Backup	Status 4	Last Backup Size 4
Device 5	Model 5	Serial 5	Last Backup	Status 5	Last Backup Size 5
Device 6	Model 6	Serial 6	Last Backup	Status 6	Last Backup Size 6
Device 7	Model 7	Serial 7	Last Backup	Status 7	Last Backup Size 7
Device 8	Model 8	Serial 8	Last Backup	Status 8	Last Backup Size 8
Device 9	Model 9	Serial 9	Last Backup	Status 9	Last Backup Size 9
Device 10	Model 10	Serial 10	Last Backup	Status 10	Last Backup Size 10

7 Day Rollback Protect Against Ransomware

With today's rapidly evolving threat landscape, you need to be able to recover quickly after a ransomware attack or critical system failure to minimize downtime and data loss. Ensure your data is protected and untouchable to cybercriminals and clumsy employees.



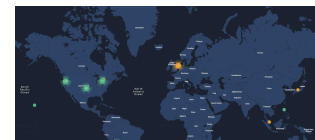
BullPhish ID

BullPhish ID's effective security awareness training and phishing simulations empower employees to be more secure.

Item	Name	Type	Complex	Score
Item 1	Item 1	Item 1	Item 1	Item 1
Item 2	Item 2	Item 2	Item 2	Item 2
Item 3	Item 3	Item 3	Item 3	Item 3
Item 4	Item 4	Item 4	Item 4	Item 4
Item 5	Item 5	Item 5	Item 5	Item 5
Item 6	Item 6	Item 6	Item 6	Item 6
Item 7	Item 7	Item 7	Item 7	Item 7
Item 8	Item 8	Item 8	Item 8	Item 8
Item 9	Item 9	Item 9	Item 9	Item 9
Item 10	Item 10	Item 10	Item 10	Item 10

24/7 Managed SOC Team

By leveraging our team of cybersecurity experts, you can provide MDR support



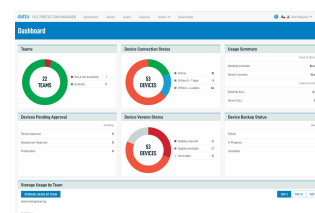
MyGlue

MyGlue Password Management makes secure collaboration and end-user empowerment to self-serve easy.

Device	Model	Serial	Last Backup	Status	Last Backup Size
Device 1	Model 1	Serial 1	Last Backup	Status 1	Last Backup Size 1
Device 2	Model 2	Serial 2	Last Backup	Status 2	Last Backup Size 2
Device 3	Model 3	Serial 3	Last Backup	Status 3	Last Backup Size 3
Device 4	Model 4	Serial 4	Last Backup	Status 4	Last Backup Size 4
Device 5	Model 5	Serial 5	Last Backup	Status 5	Last Backup Size 5
Device 6	Model 6	Serial 6	Last Backup	Status 6	Last Backup Size 6
Device 7	Model 7	Serial 7	Last Backup	Status 7	Last Backup Size 7
Device 8	Model 8	Serial 8	Last Backup	Status 8	Last Backup Size 8
Device 9	Model 9	Serial 9	Last Backup	Status 9	Last Backup Size 9
Device 10	Model 10	Serial 10	Last Backup	Status 10	Last Backup Size 10

Datto Backup for SaaS

SaaS Backup purpose-built for MSPs for Microsoft 365 and Google Workspace that is secure, affordable and easy to use.



You Can't Manage Risks You Don't Know About

Without the right information, managing risks and ensuring compliance with your IT requirements is impossible. Our team simplifies this process by maintaining complete visibility of your growing network, prioritizing security measures, and documenting compliance. With our **Alignment, Standardization and Collaboration (ASC)** Service, you are assigned a dedicated Technical Alignment Manager (**TAM**) and Virtual Chief Information Officer (**vcio**). Together, they will assess the health of your network infrastructure, identify risks, and align it with your industry-specific requirements. They will also assist with long-term strategy planning, budgeting, and building a strategic relationship for your business's technology success.



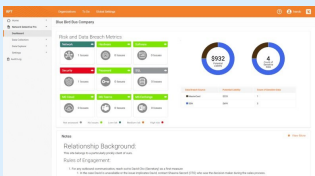
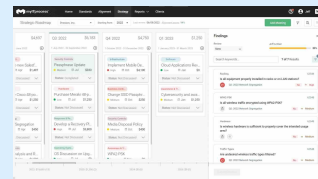
Virtual Chief Information Officer (**vcio**)



Technical Alignment Manager (**TAM**)

myITprocess

With myITprocess you can effortlessly turn IT risks into a business planning roadmap.

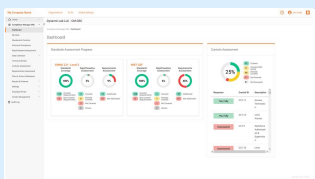
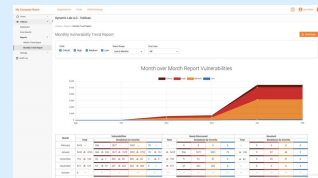


Network Detective Pro

Network Detective Pro automatically collects data from every device on your network, then identifies and remediates issues based on objective risk scores.

Discover Hidden Vulnerabilities


With over 50 new vulnerabilities daily, VulScan simplifies hardening your IT environment. Perform internal and external scans easily, choosing when, how often, and which devices to scan.













IT Audit & Compliance Management for All







IT professionals aren't compliance experts, but they're expected to ensure safety and compliance. Kaseya Compliance Management automates dozens of standards, letting IT pros focus on their core expertise.



"Effective IT business planning orchestrates a disciplined rhythm of vision, targets, plans, and actions, driving success beyond expectations."


flex IT User Plan for Named Users				\$12,261.70	
Product	Quantity		Price	Amount	
<div> Managed User(s) (MSA)+(ASC) for Help, Remote, Onsite, Centralized Service, Alignment, Standardization, and Collaboration Services. Excludes: Project, Moves, Major Software Updates, and Disaster Recovery. Includes: -Endpoint Security Stack -Email Security -SOC Stack -Awareness Email Phishing -Dark Web Email Monitoring -Password Management -SaaS Cloud Detection for M365 & Google Workspace</div>	Monthly x 12		142	\$86.35	\$12,261.70

flex IT Security Tools Essential				\$0.00
Product		Quantity		
	S1Security: Endpoint Security Stack -Monitoring, Patch Management -Ransomware Detection -Anti-Virus -DNS Filtering -EDR (Endpoint Detection Response) Ransomware Rollback -Standard Price \$10.80 per user	Monthly x 12	130	
	S2Security: Email Security -Shield Email Filtering -Standard Price \$3.33 per user	Monthly x 12	142	
	S3Security: SOC (Security Operation Center) Stack -SOC (Security Operation Center) 24/7 -SOC (Security Operation Center) Email -Standard Price \$2.50 per user	Monthly x 12	150	
	S4Security: Security Awareness Email Phishing -Standard Price \$3.00 per user	Monthly x 12	142	
	S5Security: Dark Web Personal Email Monitoring -Standard Price \$.50 per user	Monthly x 12	152	
	S6Documentation: Password Management -Standard Price \$.50 per user	Monthly x 12	142	
	S10Security - SaaS Alerts Cloud Detection Platform for M365 & Google Workspace -Standard Price \$3.60 per user	Monthly x 12	150	

Monthly Backup Recurring Licensing				\$300.00	
Product		Quantity		Price	Amount
	S7Unified Backup - Endpoint Backup Protection Per 500GB	Monthly x 12	0	\$15.00	\$0.00
	S8Unified Backup - SaaS Backup Protection	Monthly x 12	0	\$3.60	\$0.00
	OIT-Veeam Universal Backup License (VUL)	Monthly x 12	15	\$20.00	\$300.00

Monthly Audit and Compliance Security Solutions					\$617.41
Product		Quantity	Price	Amount	
 S16: Security: Security Information and Event Management (SIEM) -Standard Price \$3.33 per user Financial Services Healthcare Government and Public Sector Retail Energy and Utilities Education Telecommunications Manufacturing Legal	Monthly x 12	142	\$3.33	\$472.86	
 S9Security - Email Security - [Bracket] Email Encryption	Monthly x 12	0	\$5.67	\$0.00	
 S11Security - MDM Security - Mobile Device Management (MDM) for iOS and Android devices -Standard Price \$1.67 per MDM device	Monthly x 12	0	\$1.67	\$0.00	
 S12Audit and Compliance: vPen Test per IP Address -Standard Price \$5.61 per external IP address	Monthly x 12	2	\$5.61	\$11.22	
 S14:Audit & Compliance: Compliance Manager GRC -Standard Price \$93.33 per organization	Monthly x 12	1	\$93.33	\$93.33	
 S15:Audit and Compliance: Vulscan -Standard Price \$40.00 per organization	Monthly x 12	1	\$40.00	\$40.00	

Other Monthly Reoccurring Licensing					\$1,976.70
Product		Quantity	Price	Amount	
 OIT-Microsoft 365 Standard **Monthly Billing / Annual Commitment** Commitment until 4/1/2026	Monthly	150	\$13.13	\$1,969.50	
 OIT-Microsoft Entra ID P1	Monthly	1	\$7.20	\$7.20	

One Off	\$0.00
Monthly 	\$15,155.81
Shipping	\$0.00
Tax	\$0.00
Total	\$15,155.81

Terms & Conditions:

- **Creating Tickets and My Support Team**
- **Master Services Agreement (MSA): Effective May 1, 2025**
- **Service Level Agreement (SLA)**
- **Standard Rate**
- **Terms and Conditions**