



EXHIBIT B: FORM OF STATEMENT OF WORK – MANAGED SERVICES

STATEMENT OF WORK NO. C-____

This Statement of Work No. C-____ (“**SOW**”) is dated and entered into effective _____, 2026 (the “**SOW Effective Date**”), by and between Forward Edge, LLC, an Ohio limited liability company (“**Forward Edge**” or “**Service Provider**”) and _____, (“**Customer**”). The executed Quote referencing this SOW constitutes an “Order” under, and is governed by, the Terms and Conditions available at <https://www.forward-edge.net/trust/> (the “**Terms and Conditions**”), which are incorporated into and made a part of this SOW by reference. Capitalized terms not defined in this SOW have meanings set forth in the Terms and Conditions. In the event of any conflict between this SOW and the Terms and Conditions, this SOW shall control solely with respect to the specific Services described herein, unless the Terms and Conditions expressly state otherwise. This SOW and the Terms and Conditions are collectively referred herein as the “**Agreement**”.

The Parties agree:

1. Initial Term.

The SOW shall begin on the SOW Effective date and shall continue for ____ [months/years] thereafter (the “Initial Term”). Renewal and Termination of this SOW are governed by the Terms and Conditions. Renewal and termination of this SOW are governed by the Terms and Conditions.

2. Services.

During the SOW Term, Service Provider shall provide the following selected Managed Services (“**Managed Services**”), each of which is described in greater detail below:

2.1 Services Description

The Managed Services are designed to provide proactive support services and optimize infrastructure performance. The Managed Services are built upon the successful installation and configuration of technologies that Service Provider’s Managed Services Team, Professional Services Team, and Network Operations Center (NOC) Team utilize to monitor and maintain critical technology systems.

2.2 Support and Escalation

Remote support and vendor management of Customer’s IT infrastructure will be provided to the Customer by Service Provider through remote means between the hours of 7:00am to 6:00pm EST Monday through Friday, excluding public holidays.

The Service Provider will respond with commercially reasonable efforts to IT incidents after hours or on holidays based on urgency, impact, and customer priorities. The Service Provider requires the Customer to submit incidents via service ticket submissions by the designated contact person, either by email or the Service Provider’s help desk portal. If email communication or help desk submission is unavailable, the Customer may contact the service provider directly by phone and the call will be logged as a service ticket.

2.3 Service outside Normal Working Hours

Emergency services performed outside of the hours of 7:30 am – 5:00 EST pm Monday through Friday, excluding public holidays, shall be subject to additional charges.

2.4 Hardware/System Support

Service Provider shall provide support of all hardware and systems specified in Appendix A, provided that: (i) all Hardware is covered under a currently active Vendor Support Contract; or (ii) replaceable parts be readily available, and all Hardware and Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Agreement. If applicable, any third party fees associated with issue resolution will be passed on and invoiced to the Customer after first receiving the Client's authorization to incur them.

2.5 Monitoring Services

Service Provider will provide ongoing monitoring of devices as indicated in Appendix A. Service Provider will provide reports as well as document critical alerts, scans and event resolutions to Customer. Should Service Provider discover a defect, error, or bug in the specified system resulting in a material adverse effect on the operation, functionality, or performance of the Managed Services (a "Defect") during monitoring, the Service Provider shall attempt to rectify the Defect in a timely manner through remote means.

2.6 vCIO Services

Service Provider, on an annual basis, will work with the Customer to discuss life-cycle planning, advise on best practices, and help align technology with institutional goals, budgeting, and forecasting.

2.7 AI and Automation Disclosure

To proactively support and optimize your infrastructure, Forward Edge's Managed Services utilize AI-driven tools for predictive alerts, automated patch prioritization, and automated remediation workflows. Customer acknowledges that while these tools significantly reduce vulnerabilities, AI-assisted patching and automated "fixes" carry an inherent risk of causing unintended software conflicts or unplanned downtime.

3. Customer Responsibilities

Customer acknowledges and agrees that Forward Edge's performance of the Managed Services depends on Customer's compliance with the requirements of the **Minimum Standards Required for Managed Services** (the "**Minimum Standards**") outlined below. Customer understands, acknowledges and agrees that Customer is responsible for timely delivery of the items and information requested by Forward Edge. Additionally, Customer acknowledges and agrees that it must perform the tasks, and provide access to Customer's employees, consultants, business processes, and/or systems as contemplated herein to allow Forward Edge to perform the Managed Services.

3.1 Minimum Standards Required for Managed Services

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

1. All servers must be running currently supported operating systems and software versions and have all of the latest service packs and critical updates installed.
2. All server and desktop software must be genuine, licensed and vendor-supported.
3. All critical infrastructure must be under a manufacturer-recognized service contract.
4. The environment must have a currently licensed, up-to-date and vendor-supported EDR solution protecting all servers, desktops, notebooks/laptops, and email. If the customer does not have a reputable EDR installed in their server infrastructure as defined by the Mitre Institute, one will be provided for each unit at a cost of \$105 per device per year.
5. The environment must have a currently licensed, vendor-supported air-gapped backup solution meeting CIS controls that can be monitored and that supports notifications on job failures and successes.
6. The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the internet or other connected networks running the most up-to-date security patches.
7. All wireless data traffic in the environment must be securely encrypted.
8. Cloud environments and applications must be configured by Customer or supporting Vendors and third parties to reflect best practices.
9. All covered components shall be within at least one of the following: the manufacturer's stated lifecycle or less than five years from the end of sale announcement.

Costs required to bring the Customer's environment up to these Minimum Standards are not included in this SOW and will be quoted and invoiced separately.

3.2 Customer Support and Assistance

Customer acknowledges and agrees that for Forward Edge to perform the Managed Services, Customer must:

1. Reasonably assist Forward Edge in performing its obligations under the SOW, including helping trouble-shoot technical issues within Customer's environment as well as any services provided by third-parties to Customer that may affect the delivery of the Managed Services.
2. Provide Forward Edge with accurate and up-to-date information including the name, email, landline, and mobile numbers for all designated authorized Customer point(s) of contact ("POC(s)"). Forward Edge will also supply an accurate and up-to-date list of its POCs for Customer including name, email, landline and mobile number.
3. Notify Forward Edge at least seventy-two (72) hours in advance of any scheduled maintenance, network or system administration activity that would affect Forward Edge's ability to perform under the SOWs.
4. Maintain current maintenance and technical support contracts with Customers software and hardware vendors for any device affected by the SOWs.

3.3 Customer Environment Failures or Non-Performance

Customer agrees that Forward Edge is not liable for any failure to provide the Managed Services if such failure is caused by Customer's failure to meet the applicable requirements for each Service, including any failure to meet any of the Minimum Standards. At a minimum, Customer must ensure these environmental failures do not negatively impact the Managed Services, including:

1. Service interruptions, deficiencies, degradations or delays due to any Customer-supplied internet or private access, whether provided by Customer, ISP, or third parties engaged by Customer, or equipment when provided by Customer, ISP, or third parties engaged by Customer;

2. Failure or deficient performance of Customer-supplied power, equipment, services or systems not provided by Forward Edge;
3. Service interruptions, deficiencies, degradations or delays during any period when a service component is removed from Service for maintenance, replacement, or rearrangement purposes by Customer's submission;
4. Failure to provide a suitable secure environment for on-premises devices, including, but not limited to, secure mounting/racking, appropriate cooling and air handling, premises secure from theft, loose wires bundled neatly, etc.; and
5. Service interruptions, deficiencies, degradations or delays in Service caused by a piece of equipment, configuration, routing event or technology required to be operative in order to perform under the SOW that is under the management and control of Customer.

3.4 Exclusion of Incident Remediation and Recovery

Without limitation or modification to any of the terms and restrictions set forth in the Terms and Conditions, including with respect to data security and confidentiality:

1. Notwithstanding any provision to the contrary, the Services provided under this Agreement are strictly limited to the monitoring, detection, and notification of potential threats as detailed in the applicable SOW. The Services do not include 'Incident Response' or 'Remediation Services' resulting from a Cyber Event. For the purposes of this Agreement, a 'Cyber Event' includes, but is not limited to, ransomware attacks, business email compromise (BEC), data breaches, active intrusions, or denial of service attacks.
2. Customer acknowledges that while Forward Edge may identify a Cyber Event through its monitoring services, the labor, expertise, and resources required to contain, eradicate, investigate (forensics), and recover from such an event are outside the scope of the fixed Managed Services fee.
3. In the event of a Cyber Event, if Customer requests Forward Edge's assistance with remediation or recovery, such services shall be provided at Forward Edge's sole discretion and billed separately as Critical Response Services at the rates specified in Appendix C (or Forward Edge's then-current emergency rates), subject to a separate engagement letter or retainer if required by Forward Edge.

3.5 Infrastructure Change Notification

Customer is responsible for providing Forward Edge advanced notice regarding any network or server changes or outages to the managed services environment. If advanced notice cannot be provided, Customer must provide Forward Edge with notification of changes within 72 hours of such network or server changes, including but not limited to the installation of new software, hardware, or modifications to network configurations by third parties. Any service issues or outages resulting from unauthorized changes made by the Customer or a third party (**Unauthorized Changes**) are excluded from SLA guarantees. Forward Edge reserves the right to charge an "**Environment Restoration Fee**" at standard hourly rates to revert or repair issues caused by **Unauthorized Changes**. The foregoing obligation applies to any assets which may affect the generation of and/or transmission capability of logs, and any event or other activity which is monitored by Forward Edge. Unless otherwise specified in the Managed Services Description, notification is completed by the submission or update of an inquiry ticket through Forward Edge Customer Portal for changes that will be implemented by Customer.

3.6 Cooperation

The Parties acknowledge that the success of the Managed Services requires both Parties' cooperation. Customer acknowledges and agrees that in order for Forward Edge to effectively perform the Managed Services in a timely manner, Customer will cooperate with Forward Edge by making available on a timely basis: (a) management decisions, information, approvals and acceptances required by Forward Edge for the completion of the Managed Services; (b) appropriate access to Customer facilities, personnel, equipment, resources and systems; and (c) any relevant information and documentation as necessary to facilitate performance of the Managed Services, including but not limited to providing all necessary access and information for Forward Edge to complete Appendix A.

In addition to Customer's obligations above, Forward Edge's ability to meet Service Levels is contingent upon Customer's timely cooperation. Customer must provide: (a) suitable workspace; (b) appropriate computer resources; (c) internet/phone support; (d) valid administrative credentials for all covered systems; (e) physical access to facilities; and (f) accurate documentation of any third-party vendor contracts affecting the IT environment as necessary to perform Managed Services. Delays caused by Customer's failure to provide requested information shall toll all response time obligations of Forward Edge. The Parties agree to assign competent and qualified staff to participate in performing the Managed Services. Customer acknowledges that all resulting recommendations and identified risks are in significant part based on the accuracy of the information provided by Customer. Customer acknowledges that any misrepresentations, either intentionally or unintentionally, it makes to Forward Edge may materially affect the quality and integrity of the Managed Services defined herein.

3.7 Data Backup

If Managed Services will include any access to Customer systems or data by Forward Edge personnel, then Customer assumes the full responsibility to backup and/or otherwise protect its data against loss, damage or destruction. Notwithstanding the foregoing, Customer acknowledges and agrees that Forward Edge does not assume any responsibility for backup or protection against data loss, damage, or destruction at any time. Customer also agrees to provide reasonable assistance and facilities to enable Forward Edge to perform the Managed Services.

3.8 Cyber Insurance

In addition to the insurance requirements contained in the Agreement, Customer shall also obtain and maintain, at its own expense, a cyber insurance policy underwritten by a reputable insurance company with a coverage limit in an amount appropriate for the risks presented by Customer's business and operations.

4. Included Services

Service Provider shall provide support of all hardware and systems specified in Appendix A, provided that all hardware is covered under a currently active vendor support contract and 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 Agreement. Should third party vendor support charges be required in order to resolve any issues, these will be passed on to the Customer after first receiving the Customer's authorization to incur them.

1. 7:00am to 6:00pm EST remote support Monday through Friday, excluding holidays
2. 24/7 monitoring
3. Annual strategy meetings
4. vCIO services
5. Refer to Appendix A for details regarding additional included services.

5. Excluded Services

Managed Services rendered under this SOW do not include the following. For the avoidance of doubt, such exclusions may be available to Customer in a separate SOW.

1. Parts, equipment or software not covered by vendor/manufacturer warranty or support.
2. The cost of any parts, equipment, or shipping charges of any kind.
3. The cost of any software, licensing, or software renewal or upgrade fees of any kind.
4. The cost of any third party vendor or manufacturer support or incident fees of any kind.
5. The cost to bring the Customer's environment up to Minimum Standards required for Managed Services.
6. Software / operating systems that are end of support (EoS) by the manufacturer will be serviced on a commercially reasonable effort basis.
7. Hardware (switches, wireless, servers, UPS, firewalls, etc) that are end of life (EoL) by the manufacturer will be serviced on a commercially reasonable effort basis.
8. Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
9. 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 Customer's employees or anyone other than Service Provider.
10. Travel not identified in this SOW.
11. Programming (modification of software code) and program (software) maintenance unless as specified in Appendix A.
12. Virus / ransomware removal and remediation services.
13. Custom scripting / automation / migration services.
14. Training services of any kind not identified in this SOW.
15. Project based work.
16. Cybersecurity Assessment.

6. Acceptance of Service Agreement

This Agreement covers only those services and equipment listed in Appendix A, to be completed within 90 days of the SOW Effective Date. Service Provider must deem any equipment/services Customer may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in Appendix A at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Customer's monthly charges.

7. Changes to Scope of Services and Technologies

New services requested by Customer and not covered under this Agreement will be documented in a separate agreement or amendment. Additions to the list of currently covered technologies will be priced and incorporated into the Agreement at the next contract renewal.

8. Service Fees

The Managed Services will have a total cost of \$_____ for the first twelve months. For each subsequent twelve-month period, Forward Edge may increase the cost to the then current market rate. Forward Edge will provide Customer with 30 days' written notice of such increase. This fee is exclusive of travel-related expenses, such as Airfare, Hotel, and Car Rental, which shall be billed to Customer at cost, and Per Diem expenses will conform to the then-current GSA standards at <https://www.gsa.gov/perdiem>. Fees and payment obligations are subject to the payment terms set forth in the Terms and Conditions.

Appendix A

Subscribed Tiers

The following details and describes our Support Tier levels which are agreed to:

| Covered in Agreement | Support Tier | Description |
|----------------------|----------------|--|
| | Server Tier | The Server Tier of Managed Services relates to providing monitoring and support services to a partner school district's server environment. This tier is critical as it generally relates to the data and end-user access of authorized resources on the school district's network. |
| | Switch Tier | Forward Edge monitors and ensures the network and data side of a partner school district's network remains functional. This level includes Core Switching and routing, edge switching and lab switches. The switching infrastructure is critical to maintain the flow of information throughout the network. Overall, this service allows for additional resources to continuously watch over the network to ensure it is available and capable of sending and receiving data at any given time. |
| | Wireless Tier | Forward Edge monitors and ensures the wireless network infrastructure and broadcast networks remain functional. Not only are more and more devices becoming network connected, most of them are wireless. Wireless connectivity in schools is no longer a convenience, it is a critical system needed for day to day operations. Our managed services offering monitors and maintains this key component of the district's infrastructure to help ensure wireless availability. |
| | UPS Tier | Forward Edge monitors and ensures the uninterruptible power supply (UPS) units are functional and available to keep a partner school district's IT infrastructure on and available in the event of a blackout or brownout. |
| | SCCM/MCCM Tier | The SCCM Tier of Managed Services provides monitoring and support services to a partner school district's SCCM installation. This tier is critical as it generally relates to maintaining the SCCM / MEMCM Server, deploying Windows Updates to client systems, application packaging and deployment to client systems, and managing operating system deployment also known as imaging. |
| | Firewall Tier | Forward Edge provides monitoring and support services to a partner school district's in-house Firewall. This solution generally relates to a physical hardware appliance. In today's environment, firewalls have become a critical component to protecting a school district not only from threats on the internet but also from other school districts and devices that may share the same WAN service. |

| | | |
|--|--------------------------------|--|
| | Backup Tier | Forward Edge monitors and ensures the backup appliance and backup repository is highly available in a school district's IT infrastructure. This solution is critical as it generally relates to the backup solution running scheduled, recurring backup jobs, and the data gathered by these jobs. |
| | Video Surveillance Tier | Forward Edge provides monitoring and support services to a partner school district's physical security initiative. This video surveillance solution generally relates to the vms system, cameras, and ancillary equipment deployed within a school district. |
| | Access Control Tier | Forward Edge provides monitoring and support services to a partner school district's physical security initiative. This access control solution generally relates to the door lock schedules, access control nodes, and ancillary equipment (not including physical door hardware) deployed within a school district. |
| | PA System / Network Clock Tier | The PA and Network Clock tier provides centralized, remote management of the district's IP-based communication and timing infrastructure. These systems are vital for maintaining the daily rhythm of the school day through synchronized bell schedules and ensuring that critical audio alerts are broadcast successfully during emergency situations. |
| | Other Services as listed | <u>Description of additional services to be included:</u> |