INDEPENDENT CONSULTING AGREEMENT
ICA- 007258

THIS INDEPENDENT CONSULTING AGREEMENT (the "Agreement") dated April 23rd, 2024 by and between, Sage Oak Charter Schools, with offices located at 1473 Ford Street, Suite 105 Redlands, CA 92373 ("Company"), and CloudHesive, LLC, a Florida corporation with principal office located at 2419 East Commercial Blvd, Ste 300, Fort Lauderdale, FL 33308 ("Consultant").

1.   <u>Description of Services</u>. Consultant is and at all times shall act and perform as an independent contractor rendering professional services as set forth in Exhibit A attached hereto (the "Services"), which is incorporated in its entirety into this Agreement.

2.   <u>Performance of Services; Work Made for Hire</u>. Consultant warrants that the Services shall be performed in a professional, workmanlike and diligent manner and in conformance with industry standards and the specifications set forth in Exhibit A attached hereto. Any and all work product, processes, formulas, techniques, innovations, discoveries, inventions, improvements and know-how related thereto developed, created or conceived of by Consultant in the performance of the Services ("Work Product") shall be work made for hire and shall be the sole and exclusive property of Company. Consultant hereby assigns (and will in the future confirm such assignment), without further consideration, to Company all right, title and interest (including, without limitation, copyright, patent, trade secrecy and other intellectual property rights of any kind) in and to Work Product free of any claims or reserved rights of Consultant or any other person deriving any rights from Consultant. Consultant shall take any and all such actions as Company reasonably requests from time to time to effect, perfect and evidence Company's ownership of the Work Product, including, without limitation, execution of assignments, affidavits and other documents for the benefit of Company or its designees.

3.   <u>Payment</u>.
    a. Company shall pay the Consultant a consulting fee as set forth in Exhibit A.
    b. <u>Taxes</u>. Consultant shall timely report, pay and be solely liable for all required taxes including federal and state income taxes, deductions and withholdings payable on all amounts remitted to Consultant under this Agreement. Consultant agrees to indemnify and hold harmless Company and each of its officers, directors, employees and representatives from any demands or liabilities in respect of any taxes or levies on amounts paid to Consultant under this Agreement.

4.   <u>Term</u>. This Agreement is effective from the date of execution and will be for the term listed in Exhibit A. Changes in the priorities designated by the Company which cause delays in deliverables or changes to the schedule does not constitute a reason for a dispute or nonpayment of fees.

5.   <u>Confidentiality</u>. Consultant agrees, at all times during the term of this Agreement and thereafter, to hold in confidence, and not to use, except for the benefit of the Company to the extent necessary to perform its obligations hereunder, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any of the Company's Confidential Information (as defined below) that Consultant obtains, accesses or creates during the term of this Agreement, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Consultant. "Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, developments, inventions, laboratory notebooks, processes, formulas, techniques, lists of, or information relating to, suppliers and customers, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Consultant by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

6.	Relationship of the Parties. It is expressly understood and agreed that Consultant holds itself out as an independent ccontractor and is and shall be an independent contractor in the provision of the Services hereunder. Consultant is engaged in an independent business separate and apart from Company, although the consultant may use the Company's name and logo to list them as a customer on the consultant's web presence and marketing material. Nothing in this Agreement shall be construed as creating an employer-employee relationship, partnership, co-employment relationship or joint venture between the Consultant and Company. Consultant has the right to perform services for other businesses. Consultant has the right to control the manner and methods by which the Services are performed, and shall handle all details, timing and logistics of performance; provided that nothing herein limits Consultant's obligations to meet the requirements of this Agreement. It is understood and agreed that anything herein to the contrary notwithstanding, the Company expressly disclaims possession by it of any rights with respect to Consultant, except the rights conferred by law upon one who has made a contract with an independent contractor, and Consultant expressly disclaims possession of any rights with respect to the Company, except those to which an independent contractor is entitled by law. Consultant represents and warrants that it maintains its own business license and business location. Consultant will be solely responsible for obtaining and maintaining all applicable business licenses and for timely payment of all income, payroll, and employment-related taxes, including without limitation all FICA, unemployment, workers' compensation premiums, income tax withholding, and any other taxes of any nature whatsoever pertaining to Consultant. Consultant shall not be entitled to any employee benefits of Company whatsoever including but not limited to health care plans, group insurance, paid time off, sickness and accident payments, unemployment insurance, bonuses or other remuneration. In the event that Company is required to pay any assessments, compensation or benefits, including taxes, penalties, with respect to Consultant, Consultant shall reimburse Company within thirty (30) days of receipt of an invoice for reimbursement.

7.	Liability. Consultant hereby assumes all personal risk incident to the performance of this Agreement and all liability for personal injury, including death, or damage to property, which may result from such performance, and Consultant agrees to indemnify, defend and hold the Company harmless from all costs, loss, damage, or judgments on account of or resulting from any such injury or damage.

8.	Compliance with Laws and Regulations. In performance of this Agreement, Consultant agrees that all work shall be conducted in full compliance with any and all applicable laws, rules and regulations adopted or promulgated by any governmental agency or regulatory body whether federal, state, or local.

9.	Assignment. This Agreement may not be assigned or transferred by Consultant without the prior written consent of the Company.

10.	Integration; Survival. This Agreement supersedes any prior or contemporaneous oral or written Agreements and may not be modified except by a writing signed by Company and Consultant. All provisions of this Agreement that can be reasonably construed to survive termination shall so survive, including but not limited to Sections 2, 3, 5-7, and10-12.

11.	Waiver. The failure of any party to require strict performance of any provision of this Agreement shall not in any manner affect the right of such party at a later time to enforce the same. No waiver of any nature, whether by conduct, course of dealing, or otherwise, in any one or more instances shall be deemed to be or construed as a continuing waiver of any such condition or breach or as a waiver of any other condition or of any other breach of any other term of this Agreement.

12.	Disputes. The jurisdiction and enforcement of this Agreement shall be governed by the laws of the State of California. All disputes arising out of or in connection with this Agreement shall be subject to the jurisdiction and venue of state or federal courts in San Bernadino, California.

13.	Non-Solicitation. Company and Consultant both covenant and agrees that during the term of this Agreement, Company and Consultant (and its personnel) will not, directly or indirectly, through an

existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising or any other basis, other than on behalf of the Company any employee or independent contractor employed by either party during the term of this agreement and for a period of one year after termination of this Agreement.

14. <u>Notices</u>. All notices or other communications required under this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, by email or sent by mail, postage prepaid to:
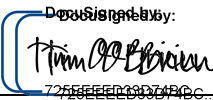
Company: Sage Oak Charter Schools
                1473 Ford Street, Suite 105
                Redlands, CA 92373
                Bradford Bookser
                bbookser@sageoak.education
                (888) 435-4445

Consultant: CloudHesive, LLC.
                2419 East Commercial Blvd, Ste 300
                Fort Lauderdale, FL 33308
                Legal Team
                legal@cloudhesive.com

15. <u>Execution</u>. This Agreement may be executed in counterparts, each of which together shall be deemed to be one original, even if the parties have not executed the same original.

<u>IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first written above.</u>

Sage Oak Charter Schools

By: _Tim O'Brien_

Print Name: Tim O'Brien

Title: CFO, Dir. of Business Services

Date: 5/3/2024

CloudHesive, LLC.

By: _Jamie Marshall_

Print Name: Jamie Marshall

Title: VP of Sales

Date: 5/6/2024

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Exhibit A

1. **Services:**

Services will be performed during CLOUDHESIVE's regular business hours. Weekends and CLOUDHESIVE standard holidays will be observed and considered "non-working" days. Any Services performed on weekends, CLOUDHESIVE holidays, and/or during any other non-business hours shall be subject to pre-approval by CLOUDHESIVE.

Phase	Name/Description	Acceptance Criteria/Specifications

1	Discovery and Design	**Architecture Review and Design**
		• General discussions and white board sessions with the Customer's identified business and technology stakeholders and subject matter experts (SMEs) to help understand certain compliance, business and technical requirements specifically around reporting to come out of the data lake
		• Review of Customer's desired infrastructure design on Services, which may focus on areas of operations, networking, compute, storage, databases ,security, reliability, performance, and costs for Customer Services.
		• Review of Customer's use of "AWS and Non-AWS" Services as it relates to the data lake in AWS. Non-AWS systems include: Clever, School Pathways, UKG, Canvas, OPS, IncidentIQ, Lending Library, and Stampli
		• Review of Customer's existing AWS account structure and Landing Zone
		• Review of Customer's goals and priorities for planned (future, migrated, or existing) environment.
		• Design of data ingestion process for each of the systems above
		• Design for data lake, ETL, data ingestion, and reporting for:
		    o Up to eight (8) third-party systems to ingest data
		    o Up to five (5) custom reports or dashboards using AWS native services
		• Creation of a subsequent architectural design based on gathered infrastructure and integration requirements
		• Review of Account-to-VPC network topology schema
		• Review of proposed architecture and supporting analysis of architecture trade-offs, AWS, and operational cost estimation, around the following models: Review resource right sizing and benchmarking activities related to architecture selection.

2	Landing Zone Implementation	**AWS Landing Zone (Control Tower)**
		• Implementation of agreed-to:
		    o CIDR IP Scheme
		    o Site-to-Site network topology
		    o Account-to-VPC network topology schema

		• Creation of purpose-built accounts in AWS, based on AWS Control Tower (aka Landing Zone) for the following purposes:
		   ○ Networking (Transit Gateway)
		   ○ Development (DevTest)
		   ○ Audit (Security)
		   ○ Logging (Security)
		   ○ Production
		• Shared Services (Microsoft Active Directory Federation Services) Implementation of customer's existing Microsoft Active Directory Federation Services (and related services) into Shared Services AWS Account for Infrastructure authentication
		• Review AWS account authentication and authorization methods with Customer
		AWS Baseline
		• Implementation of AWS Control Tower baseline standards/defaults
		• Creation of a tagging standard and configuration of enforcement, alerting and reporting of per-resource adherence to tagging standards
		• Creation of a cross charge report that allows alerting (for budget variation) and reporting of AWS costs per-customer-stack
		• Creation of a cost optimization report that allows for identification of cost optimization opportunities
		
		AWS Native Workload Deployment
		• Provide best practice suggestions for AWS native services
		Provide technical guidance on deployment of AWS native services

3	Data Lake Implementation	**Data Lake Implementation**
		• Build out AWS services as agreed upon during Phase 1 – Discovery and Design to support the data lake in AWS. Services may include:
		   ○ S3
		   ○ Glue
		   ○ Redshift
		   ○ Athena
		   ○ Lambda
		   ○ Lake Formation
		• Ingest data from up to eight (8) third party systems. The ability to ingest data from third party systems is dependent on the vendor allowing data to be exported and may not be available in all systems. Third party systems include:
		   ○ Clever
		   ○ School Pathways
		   ○ UKG

		o Canvas o OPS o IncidentIQ o Lending Library o Stampli Test and validate AWS services and data ingestion process

4	Reporting	**Report Creation**
		• Create up to five (5) custom reports or dashboards using AWS native services. Services may include:
		    o Quicksight
		    o Lambda
		    o Simple Email Service
		    o Eventbridge

2. Deliverables:

The following contains the agreed upon deliverables to be provided by Company for the project:

- Phase 1: Approved architectural design of Landing Zone, Data Lake and Reports
- Phase 2: AWS Landing Zone (Control Tower) Implementation
- Phase 3: Data Lake Implementation
- Phase 4: Creation of reports

3. Customer Responsibilities:

- Provide development resources for ingestion of data from third-party systems, including:
  - Clever
  - School Pathways
  - UKG
  - Canvas
  - OPS
  - IncidentIQ
  - Lending Library
  - Stampli

The list of application interfaces is an estimate, during Discovery Phase we will identify final list of application interfaces and make any needed adjustments to statement of work.

- Provide resources to assist with any networking or security integration for Landing Zone implementation.
- Provide access to any third-party software required to ingest data sources.

4. Duration of Services:

The Parties agree to the following duration of the Services:

Start Date	End Date
[05/07/2024]	[08/07/2024]

If the agreement signature date is beyond the estimated start date, the estimated start date shall automatically be extended to be the first business day following the day the last signature is affixed to this agreement. The estimated end date shall automatically be extended by the same number of days.

Reasonable effort shall be made to keep the schedule dates intact.

CloudHesive shall not be responsible for delays or additional requirements imposed by any government agencies, labor disputes, fire, unavoidable casualties, or unforeseen conditions.

Notwithstanding anything to the contrary contained in the Agreement, Company may terminate this ICA at any time for convenience by Company upon the provision of at least thirty (30) calendar days advance written notice to CloudHesive.

5. Contacts Information

The following personnel are designated as the Points of Contact between the parties in the performance of this Agreement:

Name	Title	Department	Email
Jamie Marshall	VP Sales	Sales	Jamie.marshall@cloudhesive.com

Name	Title	Department	Email
Renn Eriksson	Account Executive	Sales	Renn.eriksson@cloudhesive.com

Company's project representative, for purposes of revisions and other matters related to this Agreement, is:

Name	Title	Department	Email
Bradford Bookser	Director of IT	Information Technology	bbookser@sageoak.education

Communications regarding invoices shall be submitted electronically to the Company's Accounting Department, as follows:

Name	Title	Department	Email

6. General Conditions for the Service

6.1 Access At Company's sole discretion, during the performance of the Services and subject to the information security policies of Company, Company will allow access to Consultant's assigned personnel to Company systems and facilities necessary to provide the Service. This includes access to applications, databases, software and technical tools and work environments that enables Consultant to perform the Services. Consultant is responsible for providing their personnel with the equipment necessary to render the Services.

6.2 Methodology Consultant agrees to provide the Service with the highest degree of efficiency and quality. Consultant will perform any Service related activities in a timely, diligent and appropriate manner, complying with the highest industry standards. Company reserves the right to verify, at any time during the term of the Agreement, the levels of quality and efficiency in the provision of Services, and if Company considers that Consultant is not performing accordingly, Company will notify Consultant and Consultant shall remedy the noncompliance issues in a period no longer than 24 hours following such notice. Failure by Consultant to remedy any performance issues will be considered a breach of this Agreement and Company reserves the right to terminate the Agreement immediately and without liability.

6.3 Personnel assigned to perform the Services Consultant agrees to allocate the best qualified personnel, skilled enough to perform the Services under this Agreement. Any changes to the personnel assigned by Consultant must be notified to Company prior to such change taking effect and Consultant must ensure the level of quality of the Services.

7. Billing Schedule

All Services will be performed on a Time and Materials ("T&M") basis and will be billed monthly based on the number of actual hours worked.

Fees will be billed on a Time and Materials basis and are estimated based on the following parameters:

Resource/Service	Estimated Hours	Hourly Rate	Total Fee
Engineering Hours	200	225.00	$45,000.00
Architect Hours	40	235.00	$9,400.00
Project Manager	80	185.00	$14,800.00
Total (1) - Company			$69,200.00
AWS Funding (subject to approval)			Amount
[AWS Funding]			TBD$
Total (2) - AWS			$
Total (1) + (2) not to exceed:		TBD	

Company and Consultant shall each bear sole responsibility for all taxes based on its own net income, employment taxes of its own employees, and for taxes on any property it owns or leases.

All Services and Deliverables work will be performed on a Time and Materials ("T&M") basis and will be billed monthly based on the number of actual hours worked. Fees will be invoiced upon the execution of this agreement for the first month of services and will be payable thirty (30) days from the date of the invoice.

Usage fees for AWS Services will be charged to Company AWS account and directly billed to Company in AWS invoice.

Services are estimated on a time and materials basis, at the completion of discovery and design phase, CloudHesive will validate all estimates and provide any required changes thru the change control process.

8. Total Capped Cost

The amount invoiced, including taxes and any other associated cost under this Agreement shall not exceed the Total Capped Cost shown above. The Total Capped Cost represents the maximum amount that Consultant is allowed to invoice under this Agreement. Changes to the Total Capped Cost will only be allowed a pursuant to a Change Order approved by Company. Consultant will assess and monitor all costs incurred under this Agreement and will notify Company, in writing, with at least 30 calendar days in advance if Consultant anticipates reaching (or about to reach) 80% of the Total Capped Cost. In no event the Total Capped Cost will be invoiced without the appropriate notification under this paragraph.

Company will not reimburse Consultant for Services performed in excess of the Total Capped Cost and any other agreed cost under this Agreement. Any additional cost not included under this Agreement must be approved in advance by Company's Project Manager, otherwise Company will not reimburse Consultant.

Company will not reimburse Consultant for Services performed prior to the Start Date or after the End Date without Company's prior written approval.

9. Hours Log

Consultant will comply with the process defined by Company to track and register the time during which the Service is performed. Such information will be in a form of a monthly report and will be approved by Company's Project Manager indicated in Exhibit A.

10. Travel

Any travel required to perform the Services shall be authorized by Company in writing prior to the date of the expected travel. The costs of any authorized travel shall be reimbursed by Company at the actual value of the expense incurred, with appropriate supporting documents and in accordance with Company's then current travel and expense policies, as they may be updated from time to time in Company's sole discretion. No other travel expense will be reimbursed unless it is specifically agreed by Company in advance.

11. Billing

The Services will be invoiced by Consultant and paid in U.S. Dollars by Company Company within 30 days of invoice date. Consultant will invoice based on the time specifically performed and in accordance with the hours reported by Consultant and approved by Company. All invoices will reference the Agreement number, Project Manager and include any financial code or PO provided by Company in accordance with the terms and conditions of the Agreement. Communications regarding invoices shall be submitted electronically to the Accounts Payable Department, as follows:

[Invoices to be processed in North America]: accounting@CloudHesive.com

Company will not be required to pay for Services that are not in compliance with the terms of this Agreement and rendered in accordance with the time and costs approved by Company.

EXHIBIT B: Change Order

CHANGE ORDER FORM

Customer Name:	
VENDOR :	CloudHesive, LLC
NetSuite Project Number:	

Initiated By:		**Email:**	
Point of Contact:		**Email:**	
		Date Initiated:	

This Change Control Form incorporates by reference the terms of the SOW specified above and all Amendments thereto.

Effective Date:

Details:

Assumptions/Reason for Change:

Resources / Work Description	Project – Description	Hours to Completion

Fees:

Fees will be billed on a Time and Materials basis and are estimated based on the following parameters:

Resources / Work Description	Tasks – Description	Rate	Hours / Host	Total Amount
CO Total Estimate				

Acceptance:

Signed by the authorized representatives of the Parties for the changes made to the SOW.

Company Name: _____	Company Name: _____
Authorized Signature: _____	Authorized Signature: _____
Printed Name: _____	Printed Name: _____
Printed Title: _____	Printed Title: _____

Upon acceptance, please email a signed copy to your representative main point of contact.