

PROFESSIONAL TECHNOLOGY SOLUTION PREPARED EXCLUSIVELY FOR

Galion City Health Department

NETWORK GUARDIAN

ES CONSULTING | YOUR TECHNOLOGY SOLUTION PROVIDER



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OUR MISSION

ES Consulting strives to ensure that we are giving you the absolute best service possible through personalized business relationships.

Our flagship support program, **NETWORKGUARDIAN**, is a clear reflection of our mission. We developed the program to dramatically reduce and eliminate technology problems in your organization and maximize your network's efficiency, security, and stability. We are confident that this program can fully engage and leverage your IT investment towards your organization's profitability and happier employees!

Personalized business relationships are so important to us that we made our NetworkGuardian agreement a **"NO TERM CONTRACT"**! We do not want to lock you into a relationship that you are unhappy with.

If at any point you would become dissatisfied or concerned with the services we provide, we only ask for 60 days to remedy the issue and prove value. Making sure we are aware of any issues is of the utmost importance for us. This makes us true business partners in solving your IT issues and maximizing your investment.

NETWORKGUARDIAN OVERVIEW

Our flagship support program includes advanced help desk services, remote network monitoring and maintenance of your servers, desktops, notebooks and infrastructure which ensures that your systems are at their best.

To ensure that your systems are at their most profitable, we also act as your on-call CIO, working alongside you with a business prospective

- o Providing critical insight for your planning and budgeting
- o Helping you make informed business decisions in a meaningful manner
- o Handling vendor management and cost analysis
- o Assuring IT is not just an expense line item but beneficial to your business

NetworkGuardian allows you the opportunity to focus on your business and not the quirks and nuances of your software providers and other third-party technology services. This is ES Consulting doing what we do best so you can do what you do best.

That's *it* the way
should be.

Benefits and Highlights

We would like to thank you again for giving ES Consulting the opportunity to serve all of your technology needs. We are grateful for the opportunity to work with you and look forward to a mutually beneficial long-term partnership! The following are highlights of our targeted services.

NETWORKGUARDIAN - Our Flagship Offering

- 24x7x365 Monitoring and crucial services alerting
- Automated patch management, disk clean up, and issue escalation
- Complete network administration & documentation
- Trouble ticketing system. Includes four ways to request and track support
- Remote desktop sharing assistance – most of what we do can be done remote
- ES Connect Client Access Tool – Connect remotely to your PC!
- 8-5 Help Desk and On-Site support
- After Hours Emergency support³
- Vendor management to eliminate finger pointing
- Virtual CIO to help with budgeting IT
- Priority services to NetworkGuardian clients

DATA GUARDIAN – A True Business Continuity Solution

- Redundancy – Both on-site and in the cloud replication
- Rapid Recovery and uptime during malfunction
- Hourly backups preformed automatically
- Data secured in three locations
- Automatic nightly off-site transfer to our private cloud
- Backup verification and reporting
- 24x7 Monitoring for backup failure
- Manual testing of server backup functionality

SECURE GUARDIAN – Multi-Level Protection

- Multi-layered security protection stack
- Assistance with best security practices
- Evaluate and assist any security or redundancy aspects of technology
- Maintain security protection and consistency across the network
- Highest quality AI antivirus and antispam protection
- Implementation of first line protection and defense - Firewall as a Service
- Dark Web monitoring for potential security leaks
- Anomaly detection on your network
- Threat intelligence to keep us ahead of the bad guys!

All of this is included in our NetworkGuardian bundled plans!

*See page 7 for footnotes and/or exceptions

SUPPORT PROGRAMS MATRIX

NetworkGuardian Packages

	Current	Lite Hybrid
Business IT Management	24x7 Systems Monitoring	X
	Microsoft Product Updates	X
	Business Reviews	X
	ES Connect Remote Tool	X
	Network Highly Documented	X
	After Hours On-Call Available ³	X
	8-5 Tier 3 Priority Help Desk Support	X
	3rd Party Software Updates	X
	Office 365 License Management ⁵	X
	Documentation Portal	X
	Network Mapping and Inventory	X
	Network Devices Config Backups	X
	Vendor Management	
	On-site support	
	Hourly Rate – for projects and changes	\$150.00
Business Continuity	Minor Projects ⁴	
	Productivity Monitor	
	Image Level Backup	Advanced
	Physical Back-up Device (BDR) License	X
	Automated Backup Verification	X
	Local 1 Hour Imaging	X
	Offsite Daily Sync	X
	Worry Free Chainless Backup	X
	Encrypted & Cross Platform Backup	X
	Basic Restores	X
	Manual Back-up Verification	X
	Disaster Recovery Plan ²	Basic
	Business Continuity & Virtualization	X
	Offsite ESI Testing ²	
	Firewall as a Service ⁶	X
Enterprise Security	Dark Web Monitoring	
	SPAM and Malware Mail Filter	X
	Next Generation Virus Protection	X
	DNS Protection	X
	24/7/365 Security Operations Center	X
	Managed Detection & Response	X
	Automated Malicious Script Prevention	X
	Machine Learning Algorithms	X
	Anomaly Detection	X
	Emerging Threats Protection	X
	Malicious Internal Access Detection	X
	Vulnerability Penetration Testing	
	File Integrity Monitoring	X
	Security Awareness Training	X
	Phishing Campaign's	X
	Compliance Reporting Assistance Tools	
	Multifactor Authentication	X
	Password Management & Self Service	X
	Privileged Access Management	X

*See page 7 for footnotes and/or exceptions

Proposed Products and Services

Covered Devices

Servers / Virtual Servers	1/1
Computers	14
Users	10

NetworkGuardian Package

(based on covered devices above...please initial the package desired below)

Package	Monthly	Selected
Lite Hybrid-Increased Security	\$ 1,332	X

Hardware

Description	One-time	Selected
Business Disaster Recovery Device	\$ 1,750	X

One Time Onboarding¹

Includes setup, configuration and installation of all services in the NetworkGuardian Solution outlined in this proposal.

Description	Hours Included	One-time	Selected
Lite Hybrid – Increased Security	17	\$ 2,550	X
1 (One) year agreement	N/A	Waived	AC

Footnotes or Agreement Exceptions

The items below are to be considered amendments to this agreement and the coverage provided.

1. **Initial Onboarding and Network Risk Assessment** – Onboarding includes all agent installation, inventory, and basic documentation. Due to the custom nature of training, consulting, risk assessments, optional vulnerability reporting, optional compliancy, network standardization, and remediation, time allocated for all services is limited to presented hours of included professional Services. We feel that this time should be sufficient for onboarding these services, however, additional time in these tasks may be requested or required and will be treated as a project outside of this agreement.
2. **Disaster Recovery Plan Testing** – Due to the custom nature of Disaster Recovery Planning and testing, both annual or biannual testing of Disaster Recovery Plan will be construed as an ongoing project outside of this NetworkGuardian agreement and will be a billable service based on time needed for satisfactory testing. Your company will have the ability to operate in a live data test environment for business-critical services from ES Consulting's facilities on a time basis as needed.
3. **After-Hours Services** - Because we do not want you to pay for something you may not use after-hours services are not included in NetworkGuardian. We are however available 24/7/365 for after-hours support at a nominal fee.
4. **Add/Move/Change Projects** – Similar to after-hours, we do not want you to pay for a server project you may not do every year. For this reason, projects are deemed as any add/move/change that results in more than the allocated Project time for your NetworkGuardian package. (Examples of Add/Move/Change Projects: PC replacements, server replacements, adding devices to the network, etc.)
5. **Office 365 & Microsoft Hosted Solutions:** ES Consulting can provide any Microsoft hosted services that are included in your current arrangements; however, these charges will be billed separately and outside of this agreement.
6. **Firewall as a Service** – This service is only available in one-year subscription packages, billed monthly. Therefore, if this agreement is terminated prior to end to the end of the subscription, the client may elect to: 1) buy-out the remainder of the contract and return the firewall appliance to ES Consulting or 2) continue the subscription with monthly billing to the end of its normal expiration and then return the firewall appliance to ES Consulting.

NETWORKGUARDIAN

EXHIBIT

This document is a nonbinding proposal until such time that it is executed by both Parties, at which point this document shall become an Exhibit to the Master Services Agreement (the "MSA") between ES Consulting, Inc and Galion City Health Department ("Client") dated December 3rd, 2025. All capitalized or bolded terms not defined herein shall have the meanings set forth in the MSA.

- 1) **The Services.** ES Consulting, Inc. shall provide to Client the following Services at the following terms:
 - a) **Coverage.** ES Consulting, Inc. shall electronically monitor Client's hardware and software network on a 24/7/365 basis, with a 99.99% monitor uptime agreement, as further described in the NetworkGuardian Plan document.
 - i) **Service Hours.** Staffed support services are normally provided between the hours of 7:00 am – 5:00 pm Eastern Time Monday through Friday, excluding national holidays.
 - ii) **Support and Escalation.** Upon ES Consulting, Inc. staff identifying a condition that requires action, ES Consulting, Inc. will open a written report with an associated tracking number regarding such problem (a "Trouble Ticket") and contact Client. In addition, a designated Client contact may also open a Trouble Ticket via email, phone or Web portal. ES Consulting, Inc. will respond to Client's Trouble Tickets pursuant to its (Standard Operating Procedures).
 - iii) **Covered Services.** The cost of monitoring and support Services as described in the NetworkGuardian Plan document are included in the base monthly fees set forth in this Exhibit. All other Services to resolve Trouble Tickets will be billed to Client at current ES Consulting, Inc. onsite billing rates or at rates documented in a separate service agreement between Client and ES Consulting, Inc. In the event Holiday support is required additional fees will apply. In the event afterhours or weekend support is required additional fees will apply.
 - iv) **Remote Service.** ES Consulting, Inc.'s first efforts to resolve a Trouble Ticket happen remotely. If the Trouble Ticket can be resolved remotely, ES Consulting, Inc. will pursue that resolution. In the event that the issue requires on-site attention, ES Consulting, Inc. will escalate its Service from remote to an on-site visit pursuant to the standard operating procedures.
 - v) **Service Calls Where No Trouble is found.** If Client demands onsite service where no problem is found or can be reproduced, Client may be billed at the applicable onsite billing rate and travel charges.
 - vi) **Hardware/System Support.** ES Consulting, Inc shall provide support of all Client hardware, software and systems, provided that such hardware and software is genuine, adequately licensed and vendor supported (such as pursuant to an active maintenance or support agreement). Should any hardware, software or systems fail to meet these requirements, they may be excluded from receiving Services. Should third party vendor support charges be required in order to resolve any issues, such charges will be passed on to Client after first receiving Client's authorization to incur them.
 - vii) **Monitoring Services.** ES Consulting, Inc. will provide ongoing monitoring, support and security services of all covered devices. ES Consulting, Inc. at the request of the client, can provide Client with documentation concerning resolution of all Trouble Tickets.

- b) Acceptance of New Equipment or Services to Service Agreement. This Agreement covers only the services and equipment listed within this Exhibit. ES Consulting, Inc. must deem acceptable any equipment, software or services Client wishes to add to this Agreement after the Effective Date. The addition of new equipment/services not previously listed, if acceptable to ES Consulting, Inc., may result in an adjustment of Client's monthly charges.
- 2) **Client Obligations and Assumptions.** Client's cooperation is essential to the performance of Services as set forth herein. Client acknowledges that ES Consulting, Inc.'s ability to perform the Services depends upon the following assumptions and Client's fulfillment of the following obligations:
- i) **Client Obligations:**
- (1) Maintain the Minimum Standards to support the Services.
 - (2) Provide regulated and consistent power to all installed hardware.
 - (3) Allow ES Consulting, Inc. full access to Client's network.
 - (4) Provide ES Consulting, Inc. with full access to Client's relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
 - (5) ES Consulting is happy to sign a mutually agreed upon non-disclosure or secrecy agreement.
- ii) **Assumptions:**
- (1) Client understands that ES Consulting, Inc. will install remote monitoring software on Client's system, and Client hereby authorizes ES Consulting, Inc. to perform such installation. Such software shall permit ES Consulting, Inc. to remotely access and manipulate files, software and hardware on Client's system.
 - (2) Client understands that in order for ES Consulting, Inc. to successfully monitor Client's systems, ES Consulting, Inc. is dependent upon software, the availability of Internet connectivity, communications utilities, power utilities and possibly several other major technologies (collectively "Dependent Technologies"), including at Client's facility, ES Consulting, Inc.'s facility, and the communication infrastructure between such facilities. Failures in these Dependent Technologies, in whole or in part, could prevent ES Consulting, Inc. from successfully monitoring Client's systems or delivering remote services.
 - (3) Client understands that in the event of an untimely failure of Dependent Technologies it is possible that an update that is being delivered remotely may be interrupted, thus temporarily impacting the availability of Client servers or workstations until such update is completed or reversed.
 - (4) Client will provide a known sufficient backup of its current system before implementation of remote monitoring software. While ES Consulting, Inc. will take care to minimize any chance of service disruption for Client's servers, ES Consulting, Inc. is not responsible for lost data due to client negligence.
 - (5) Client understands the need for proper physical security of IT resources and Client assumes all responsibility for providing a secure location for the IT resources and associated data.
- 3) **Service Fees and Expenses.** Fees will be assessed per monitored device and invoiced to Client on a monthly basis and are due and payable in advance on the first day of each month. At the time of this Exhibit's execution, the fees were estimated based on a count of devices supplied by Client. Once ES Consulting, Inc.'s NetworkGuardian software has been installed and configured on Client's network, a final count of monitored devices will be approved by Client will be updated if necessary.

- 4) **Review.** During the time of an active agreement, you may add or remove license for users or computers and the monthly base will be reviewed. If any significant adjustments are determined necessary by ES Consulting, Inc., these adjustments will be presented to Client for approval; otherwise, the license counts will be updated monthly on your invoices.

It is understood that any and all Services requested by Client that fall outside of the coverage as set forth herein will be considered projects, and will be quoted or billed as separate, additional Services that are not included in the monthly fee.

- 5) **Term of this Exhibit; Transition Services.** Notwithstanding Section 8.1 of the MSA, this Exhibit automatically renews for subsequent one (1) year terms beginning on the day immediately following the end of the Initial Term or the applicable renewal term, unless either Party gives the other Party sixty (60) days prior written notice of its intent not to renew this Agreement.
- a) In addition to Section 8.3 of the MSA, this Exhibit may be terminated by ES Consulting, Inc. upon sixty (60) days written notice to Client.
 - b) If either Party terminates this agreement, ES Consulting, Inc. will assist Client in the orderly termination of Services, including transferring the Services to another designated provider. Client shall pay ES Consulting, Inc. its standard rates in effect at such time as well as all actual costs and expenses incurred for such transition services. ES Consulting, Inc. reserves the right to require advance payment of such fees and costs before rendering any transition services.
 - c) Hardware or pass-through service costs will be billable and due by client until all hardware or pass-through service costs have been returned to ES Consulting in full and complete functioning order.
 - d) Upon signing a one (1) year agreement, Client acknowledges and agrees to the waiver of the onboarding fee, conditioned upon the completion of the stipulated contractual term. It is expressly understood that in the event of an early termination or cancellation of the agreement within the one (1) year duration, the waived onboarding fee shall become immediately due and payable in full, remaining applicable without exception or abatement.
- 6) **Order of Precedence.** In the event of any inconsistencies between the MSA and this Exhibit, this Exhibit shall take precedence.

ES Consulting, Inc.:

Client: **Galion City Health Dept.**

By: Tony Brubaker

By: Andrea Cinadr

Title: CSS

Title: Health Commissioner

Date: 12/3/2025

Date: 12/3/2025

Note: This Exhibit is non-binding on ES Consulting, Inc. until a Master Services Agreement has been executed and this document is signed by an authorized ES Consulting, Inc. representative: This agreement is hereby approved by (authorized ES Consulting, Inc. representative)

X _____

NETWORKGUARDIAN CONTACTS

Support Fee Authorization Designees

Please initial one of the two options below to indicate those designated to approve or manage open Trouble Tickets that would result in additional fees.

_____ Opt-1. Any Client employee or designated agent may contact ES Consulting, Inc. to open trouble tickets that result in additional fees.

AC Opt-2. Only certain, specifically designated persons may contact ES Consulting, Inc to open trouble tickets that result in additional fees. If so, such persons must be designated below and can only be changed upon written notice by Client to ES Consulting, Inc.

Client Contact	Phone Number	E-Mail Address
Andrea Cinadr	419 989 3189	andrea.cinadr@galionhealth.org
Terri Murphy	419 468 1075	terri.murphy@galionhealth.org

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