

Exhibit B

[Agreement]



VeeGalaxy, LLC
1801 Butler Pike, Suite 25
Conshohocken, PA 19428

September 21st, 2015

Network Consulting Services Proposal For

Wordsworth Academy
Pennsylvania Ave and Camp Hill Road
Fort Washington, PA 19034

Introduction

VeeGalaxy is a fast growing IT Company that is specialized in providing non-profit as well as for profit organizations with the technical consulting expertise needed to help them succeed in their endeavor while keeping their operating cost down.

This correspondence outlines the complete scope of work you requested, including objectives, identification of responsibilities, term, and fees.

Objective

Provide professional assistance in accordance with the statement of work (see below) to maintain and support the current computer network infrastructure and users' environment for Wordsworth Academy, providing maximum network availability, speed, security, performing backup operations and disaster recovery planning.

Statement of Work

VeeGalaxy will assume responsibility of the network and its performance for the purposes of administration including full technical support to perform day to day network maintenance and support activities.

1. VeeGalaxy will provide remote and telephone support in conjunction with on site VeeGalaxy's support staff.
2. Support hours will be the first 12 hours shift (from 8:00 AM to 8:00 PM) Monday through Friday, and hours outside the operation hours will be charged at the hourly rate described in the fee section of this document, coverage hours are subject to change based on mutual agreement between VeeGalaxy and Wordsworth.

Wordsworth

Revised September 21, 2015

Page 2

3. VeeGalaxy will provide one senior network engineer onsite up to 20 to 25 hours per week to manage the network and provide maintenance and support. VeeGalaxy will charge for the senior engineer at the hourly rate described in the fee section of this document.
4. VeeGalaxy will provide the day to day maintenance/break and fix support for workstations, servers, switches, firewalls, and VPN for the existing network.
5. VeeGalaxy will provide a staffing level of at least 4 network technicians plus a junior network engineer, and senior network engineer. VeeGalaxy will charge for the junior network technicians at the hourly rate described in the fee section of this document.
6. VeeGalaxy is committed to keep any information furnished by Wordsworth Academy or acquired during this assignment strictly confidential except for matters in the public domain.

Out of Scope Service

- VeeGalaxy agrees to perform special projects based on hours negotiated for each project as requested by Wordsworth.

Independent Contractor Status

- VeeGalaxy will perform all services as an independent contractor, and nothing contained in this agreement shall be deemed to create any association, partnership, joint venture, or relationship of employer and employee between Wordsworth and VeeGalaxy.
- VeeGalaxy also agrees not be treated, or seek to be treated, as an employee of Wordsworth for any purpose, including the purposes of fringe benefits provided by Wordsworth, or for disability income, social security taxes and benefits, unemployment compensation taxes and benefits, and federal income tax withholding.

Proof of Insurance

- VeeGalaxy will provide proof of insurance for general and professional liability coverage. A minimum of \$__1,000,000_ professional liability coverage will be provided.

Effective Date

This agreement will become effective on the day of acceptance evidenced by the Words Worth's signature and Veegalaxy's signature.

Notice Names and Addresses

If to Wordsworth:

If to VeeGalaxy:

Wordsworth
Revised September 21, 2015
Page 3

Wordsworth Academy
Pennsylvania Ave and Camp Hill Road
Ft. Washington, PA 19034
Attention: Rick Eberharter
Fax:
E-mail: REberharter@Wordsworth.org

VeeGalaxy, LLC
1801 Butler Pike, Suite 25
Conshohocken, Pa 19428
Attention: Khaled A. Baki
Fax: (484) 424-9962
E-mail: Kal@VeeGalaxy.com

Wordsworth Responsibilities

This engagement demands significant involvement by Wordsworth. To help achieve a smooth and successful operations, it will be Wordsworth responsibility to perform the following:

1. Provide VeeGalaxy with access to all software, licenses, subscriptions, maintenance support agreements, as well as web developer and any other pertinent contacts.
2. Management must be involved in creating a workflow procedure with VeeGalaxy that is tailored to the organization.
3. Wordsworth OIT Support staff must show full cooperation with VeeGalaxy staff and expressly detail any customization or special settings for your specific network.

Service Fees

1. VeeGalaxy will be fully in charge of supporting the network. VeeGalaxy will charge a range of \$70.00 to \$125.00 per hour for senior technical support and a range of \$24.00 to \$50.00 per hour for junior/senior support staff. **\$8,000 retainer** deposit required.
2. Any hardware or software purchased by VeeGalaxy will be approved before hand by Wordsworth management, and VeeGalaxy must be reimbursed for the full amount in the next billing cycle.
3. If the need will arise for our service beyond the operation hours specified in this document, ie: overtime hours, VeeGalaxy will bill at a premium of one and one half times the current rate. Any hours that fall in this category must be approved by Wordsworth management first in a written work order.

Terms of Payment

1. Upon the approval of this proposal Wordsworth is to pay VeeGalaxy the retainer deposit.
2. VeeGalaxy will submit invoices bi-weekly and payment should be deposited in our account or check should be picked up not later than 14 days from the invoice date.
3. Any hardware or software purchases made directly by VeeGalaxy should be paid in full in the next billing cycle.

Cancellation Fee

Wordsworth

Revised September 21, 2015

Page 4

This engagement will be for a period of 12 months from the date of signing, and will continue year to year until terminated. Any Wordsworth termination without 2 months written notice will result in a penalty equal to \$8,000.00 to be paid by Wordsworth to VeeGalaxy, LLC. VeeGalaxy also agrees not to terminate service without 2 months written notice to Wordsworth. Failure to comply will result in a forfeiture of the most current biweekly payment to VeeGalaxy. VeeGalaxy further agrees to return the retainer deposit at the end of the first term of this agreement although Wordsworth will have the option to apply any remaining unpaid invoices against the retainer.

Closing

We appreciate the opportunity to serve you. If you accept this proposal please sign one copy and return it with the applicable deposit check to the address above.

Client's Acceptance: _____ **Date:** _____

VeeGalaxy's Acceptance: _____ **Date:** _____

Sincerely,

Khaled A. Baki
Operating Partner & CEO

Wordsworth
Revised September 21, 2015
Page 5

Amendment to the Statement of Work

****Break and fix examples** Users logon to the network or to Citrix, Servers/Workstations errors and problems that are related to hardware or operating system, switches and routers hardware/software, and shelf applications (As Microsoft office suite) issues.

****Maintenance schedule examples**

Activity	Frequency
Use accounts	Monthly and when ever is needed
Email accounts	Monthly and when ever is needed
Event log monitoring	Daily
Virus scan/updates	Daily
Internet speed test	When needed
Network utilization test	Biweekly
Windows updates/patches	As soon as they available
Security test	Biweekly
Citrix farm load balance monitoring	Daily
Exchange server performance	Weekly
Anti spam server	Biweekly