MASTER SERVICE AGREEMENT

This Master Service Agreement ("Agreement") is entered into between Menlo, Inc. d/b/a Civic ITC (hereinafter “Service Provider”) and Mid-America Regional Council (hereinafter “Client”) (collectively referred to as the “Parties”).

Recitals

WHEREAS, Client is a not-for-profit association of city and county governments and the metropolitan planning organization for the bi-state Kansas City region; and

WHEREAS, Client provides a forum for the region that includes 9 counties and 119 cities in the metropolitan Kansas City area to work together in advancement of their social, economic and environmental progress; and

WHEREAS, Client’s Board of Directors has a strategic priority to promote shared services like those described herein that serve more than one city or county and benefit and serve a larger population of citizens; and

WHEREAS, Client agrees to facilitate and actively market the shared services approach with member cities and counties to oversee certain aspects of the project so that benefits are available; and

WHEREAS, Service Provider is a Kansas City, Missouri-based technology services company that has developed a comprehensive outsourced shared information technology solution for civic environments and is capable of assisting Client and its member cities and counties with the implementation of such Civic Solution;

WHEREAS, Client and Service Provider hereby desire to cooperate and work together as a team to offer comprehensive outsourced shared information technology solution for the betterment of the counties, cities, towns, and authorities within Client’s region having jurisdiction in the State of Missouri and Kansas; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants as set forth herein, Client and Service Provider agree as follows:

1. Definitions.

As used in this Agreement, the following terms are to have the meaning as stated below:

- “Jurisdiction” refers to any member city or county served by Client, currently identified at the following web address: https://www.marc.org/About-MARC/General-Information/Member-Cities-and-Counties.

- “Agreement” refers to this Master Service Agreement entered into between Service Provider and Client for the purpose of outlining the nature of Service Provider’s
shared information technology solution, fee schedules and rates, and marketing expectations.

- “Service Agreement” refers to the service agreement entered into between Service Provider and one of Client’s member Jurisdictions, pursuant to the Master Service Agreement, that defines the specific services to be delivered by Service Provider to the Jurisdiction. The Service Agreement should be considered as a cooperative service/purchase agreement made available through Client. As a result of this Master Service Agreement, Client’s member Jurisdictions may enter into a Service Agreement with Service Provider. A template Service Agreement for use by Service Provider and Client’s member Jurisdictions is attached hereto as Addendum 1.

- “Services” means all of the services and tasks to be offered or performed by Service Provider pursuant to a Service Agreement between Service Provider and one of Client’s member Jurisdictions, which will be specifically identified in the Service Agreement. These Service may include, but are not limited to, onsite support, managed applications, phones, storage, networking, servers, backup, firewall, web filters, e-mail, helpdesk, identity management, data transfer, support for software applications, hardware devices, and web-based applications, and monitoring services, and other services as may be set forth herein or added in the future. The scope of the Services and a statement of covered items will be specifically identified and described in the Service Agreement.

2. Term / Renewal.

The initial term of this Agreement (“Initial Term”) shall commence on the date this Agreement is executed by both parties (the “Effective Date”), and shall expire on the sooner of: (a) July 31, 2022; or (b) termination according to Section 3 of this Agreement (as applicable, the “Termination Date”).

Provided this Agreement has not been terminated sooner, at the expiration of the Initial Term, this Agreement and the rights and obligations of the parties herein (and any subsequent amendments thereto) will automatically renew for successive two (2) year periods (each a “Renewal Term” and collectively with the Initial Term, the “Term”) unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current Term.

3. Expiration / Termination

Unless this Agreement has been sooner terminated as provided in this Agreement, and provided a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current Term, then this Agreement and the rights and obligations of the parties herein shall expire and be of no further force or effect on July 31, 2022.
In the event either party breaches its material obligations under this Agreement and fails to cure such breach within thirty (30) days after receipt from the non-breaching party’s Relationship Manager of a reasonably detailed notice describing the breach, the non-breaching party may terminate this Agreement by giving at least sixty (60) days written notice to the breaching party. The parties acknowledge that such termination is intended only for breaches of the material obligations under this Agreement, and otherwise single occurrences of minor breaches or non-compliance with the terms and conditions of this Agreement will not rise to the required level for termination under this section. All notices required under this Section shall be sent by certified mail, return-receipt requested to the designated Relationship Manager.

Notwithstanding any termination of this Agreement, Service Provider shall continue to provide all Services and work required under any existing Service Agreement entered into between Service Provider and one of Client’s member Jurisdictions. The termination of this Agreement will not impact or otherwise affect any existing Service Agreement entered into between Service Provider and the Jurisdiction.

4. **Marketing**

Pursuant to this Agreement, Client agrees that it will actively market to Client’s member cities and counties that Service Provider has been selected as the exclusive provider of the Services identified in the Service Agreement, and that such Services are available to each Jurisdiction consistent with the terms described in the Service Agreement. Such marketing efforts will include:

- Introductions of Civic ITC staff by MARC to its members
- Help drive attendance to Civic ITC Events (i.e. Lunch and Learns, Presentations)
- Promote the Services to members via website, email communications, events throughout the year
- Host annual meeting / presentation at MARC one time per year about shared technology services
- Announcement of Shared Services model on MARC website, Listserv, Newsletter, and social media.

Client acknowledges and understands that actively engaging in such marketing efforts is a material obligation under this Agreement.

Service Provider and Client agree to mutually recognize each other in all news media publications, press releases, advertisements, outreach opportunities, or public documents (collectively, “marketing materials”), concerning the Services to Jurisdictions contemplated under this Agreement. Each party agrees to work with the other party in the development of all such marketing materials and give the other party the right to review, in advance, all such marketing materials. The Service Provider will supplement the Client’s marketing efforts as needed. During the term of this Agreement, Service Provider and Client may request to utilize each other’s registered trade name, trademark, service mark, and/or logos in such marketing materials. However, before using any trade name, trademark, service mark, and/or logo of the other in such marketing materials, it will obtain the prior written consent of such other party, and provide the other a reasonable opportunity to review any use prior to release. To the extent a party is authorized
to use a trade name, service mark, logo or trademark of the other, the party authorizing such use represents and warrants that it is legally entitled to authorize such use.

5. Exclusivity.

During the term of this Agreement, Client agrees to promote Service Provider as its provider of the Services identified in the Service Agreement for its member cities and counties. The Client may also avail itself of the Services. Client further agrees, during the term of this Agreement, that it will not endorse, offer, promote, or recommend to any of its member cities or counties any services or products competitive with the Services offered through the Service Agreement. This provision shall not apply to cooperative contracts from local, state, regional and national governments and cooperatives that are catalogued in the Kansas City Regional Purchasing Cooperative (KCRPC) database. Client further agrees, that during the term of this Agreement, it will not contract or enter into a similar Agreement with any third party for the purpose of offering the same Services to its member cities or counties.


Service Provider agrees that it will be responsible for resolving any customer service complaints and/or issues with Client’s member Jurisdictions regarding the delivery of Services as agreed to based on the terms of their Service Agreement. Client agrees to notify Service Provider of any customer service issue raised by a Jurisdiction for which it becomes aware. Service Provider will provide a reasonably timely response to the Client of how the matter was resolved with the Jurisdiction. Client and Service Provider agree to work together in good faith to address any complaints raised by Jurisdiction with respect to Services provided under a Service Agreement. In addition, the standard Service Agreement includes a Service Level Agreement (“SLA”) (See Exhibit B of Service Agreement) showing anticipated response times, resolution times, and support tiers.

7. Scope of Services / Change Orders.

The scope of Services available to Client’s member Jurisdictions is described in the Service Agreement (See Exhibit A, Services/Statement of Work/Covered Items). A sample cost and fee schedule for hardware and software products, hourly service rates, managed services, and security services has been attached hereto as Exhibit B. Each Jurisdiction can select from this range of Services available and which will be specifically identified and described within the Service Agreement entered into between Service Provider and Jurisdiction. If during the term of any Service Agreement with a Jurisdiction, Client or Jurisdiction desires to make a change to the quantity or specifications of the Services listed in Exhibit A, Client can request the same in writing (a “Change Order Request”). Service Provider agrees to promptly evaluate all Change Order Requests and respond in writing with the terms under which Service Provider is willing to accommodate the same. Service Provider will evaluate and price such requests in good faith.

8. Handling Fees and Payment Terms.
During the term of this Agreement, Service Provider will pay to Client a handling fee equal to 1.5% of the collected monthly fees received for the Services performed by Service Provider under any Service Agreement entered into between Service Provider and Jurisdiction. Service Provider will process the handling fees every three (3) months (using calendar quarters) and will pay Client within forty-five (45) days of the end of the processed quarter-end. Handling fees shall not apply to any fees received for hardware or software products, or any additional hourly services performed outside of the scope of the Services in the Service Agreement.

Upon termination of this Agreement, Service Provider will continue to pay such handling fees to Client with respect to any Service Agreement entered into between Service Provider and Jurisdiction prior to the termination of this Agreement through the remainder of the then-existing term of the Service Agreement between Service Provider and Jurisdiction. Client will not be entitled to any handling fees for Services performed beyond the then-existing term of the Service Agreement between Service Provider and Jurisdiction. For example, Client will not be entitled to handling fees for Services performed during any Renewal Term or extension of the Service Agreement between Service Provider and Jurisdiction occurring subsequent to the termination of this Agreement.

9. **Relationship Manager**

Client and Service Provider shall appoint a principal point of contact for the coordination of the efforts under this Agreement and for purposes of managing the parties’ relationship ("Relationship Manager") during the Term. Service Provider shall be entitled to rely on the instructions, authorizations, approvals, or other information provided by Client’s Relationship Manager or by one other designated individual identified by Client’s Relationship Manager as having authority to provide the same on behalf of Client. Relationship Managers shall formally communicate regularly during the Term to review performance of the Agreement and to discuss any open issues. Each party shall use reasonable efforts to maintain the continuity of its Relationship Manager, but each party may change its Relationship Manager in its discretion upon notice to other party.

10. **Independent Contractor.**

Both parties agree that each is an independent contractor. Nothing contained herein shall be construed to create an employer/employee or principal/agent relationship between Service Provider and Client, or any of their respective officers, directors, employees, agents.

11. **Mutual Exclusion of Special, Incidental, and Consequential Damages.**

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the parties and their officers, directors, employees, agents, and subcontractors, shall not be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Services or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, including but
not limited to, loss of profits or revenue, loss of use of equipment, lost data, costs of substitute
equipment, or other costs.

12. **Service Provider Representations and Warranties.**

    Service Provider does not make and hereby expressly disclaims any and all representations,
    warranties, or conditions, express or implied, regarding any matter in connection with this
    Agreement, including the merchantability, fitness for a particular use or purpose, or results to be
    derived from the use of any Services, hardware, software, system or other items provided under or
    in connection with this Agreement or that any service, hardware, software, system or other items
    will be free from defects, or will be uninterrupted or error free.

    Notwithstanding the foregoing, Service Provider represents and warrants that all Services,
equipment, and work performed or provided by Service Provider and/or its employees under this
Agreement shall: (a) be performed in a professional manner, by qualified, trained and, where
applicable, properly certified, representatives, and in accordance with standards of care customary
in Service Provider’s industry; and (b) conform to the representations, specifications, and
descriptions set forth in this Agreement and all included Exhibits.

13. **Governing Law.**

    This Agreement shall be deemed to have been entered into under the laws of the State of
Missouri and the rights and obligations of the parties hereunder shall be governed and determined
according to the laws of that state.

14. **Dispute Resolution / Arbitration.**

    Any controversy or claim arising out of or relating to this Agreement, or the breach thereof,
shall be settled by arbitration administered by the American Arbitration Association under its
Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be
entered in any court having jurisdiction thereof.

15. **Assignment.**

    Except as set forth below in this section, neither this Agreement, its performance, nor any
rights or obligations of the parties may be assigned, encumbered, or delegated without the prior
written consent of the other party, which shall not be unreasonably withheld, conditioned, or
delayed. Any purported assignment, encumbrance or delegation in contravention of this Section
shall be null and void. The parties intend that this Agreement shall not benefit or create any right
or cause of action in or on behalf of any person or entity other than the parties and their respective
permitted successors and assigns.

    Service Provider may subcontract the performance of certain of its obligations from time-
to-time to various subcontractors provided that no such engagement shall release Service Provider
from its obligations hereunder. Service Provider shall remain fully responsible for the actions and
performance of its subcontractors under the terms of this Agreement and any person or entity to
whom work is subcontracted under this Section shall agree to be bound by the terms of this Agreement, to the same extent as Service Provider. Notwithstanding the foregoing, Service Provider shall not subcontract all or substantially all of the Services to be performed under this Agreement, without the prior written consent of Jurisdiction.

16. Amendment.

The parties agree that no amendment or modification of this Agreement shall be binding or valid unless made in writing, specifically referencing this Agreement, and signed by both parties.

17. Confidentiality.

“Confidential Information” means any oral, written, or graphic, but not limited to, that which relates to business plans, strategies, products, developments, inventions, processes, designs, drawings, engineering, markets, software, hardware configuration, computer programs, services, customers, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure. Confidential Information shall also be deemed to include, with or without prior designation by Client, the following: personnel records and other information relating to Client’s employees which are obtained, accessed, or disclosed or disseminated to Service Provider in the course of performing this Agreement.

Except as required by any applicable freedom of information act, neither party may use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than in the performance or administration of this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information.

Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which the receiving party can prove: (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party and as a result the disclosure did not violate any federal or state law; (b) was known to the receiving party, without restriction (to the receiving party’s knowledge), at the time of disclosure and as a result the disclosure did not violate any federal or state law; (c) is disclosed with the prior written approval of the disclosing party; (d) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party, as evidenced by written documentation or records of the receiving party, and as a result the disclosure did not violate any federal or state law; (e) is disclosed generally to third parties by the disclosing party in compliance with federal and state law, such as the applicable freedom of information act; or (f) is disclosed pursuant to the order or requirement of a court, administrative agency, statute or regulation, or other governmental body; provided, however, that the non-disclosing party, shall receive prompt written notice of such court order or requirement from the disclosing party to
enable the non-disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

Without limiting its other remedies available at law or in equity, a party shall be entitled to pursue injunctive relief to prevent the violation of this section.

18. **Insurance.**

Service Provider shall procure and maintain during the Term of this Agreement and any Service Agreement with Jurisdiction, a Commercial General Liability Insurance Policy with limits for bodily injury and property damage liability of not less than $1,000,000 each occurrence, $2,000,000 general aggregate and products/completed operations coverage which shall include premises/operations liability, independent contractors liability, and broad form contractual liability coverage. Service Provider agrees that each Jurisdiction which enters into a Service Agreement will be named as an additional insured on Service Provider’s Commercial General Liability Insurance policy. Service Provider shall provide such Jurisdictions with certificates of insurance evidencing all insurance coverage it is required to maintain under this Agreement prior to the Effective Date of the Service Agreement.

19. **Waiver.**

Neither party’s failure to exercise any of its rights under this Agreement shall constitute or be deemed to constitute a waiver or forfeiture of such rights.

20. **Severability.**

The paragraphs and provisions of this Agreement are severable; if any paragraph or provision is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, other than the provision(s) which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.

21. **No Rights Granted.**

Nothing in this Agreement shall be construed as granting any rights under any patent, copyright, or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information other than the limited right of use expressly permitted by this Agreement.

22. **Force Majeure.**

Except for payment of sums due, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. Causes beyond a party’s control shall include, but are not limited to, any act of God or the public enemy; compliance with any order, decree, law or request of any governmental authority; act of declared or undeclared war; public disorder; rebellion; civil unrest; sabotage; fire;
flood; explosion; accident; riot; strike; health pandemic; labor difficulty or other concerted act of
workmen, whether direct or indirect; declaration of national emergency; delay or inability to secure
products, parts, materials, fuel, supplies, equipment, or power at reasonable prices or in sufficient
amounts through usual sources of supply; or any other cause not within the control of such party
whether or not similar to any of these causes specifically enumerated herein.

23. Prior Agreements; Entire Agreement.

This Agreement, together with all Exhibits and attachments referenced herein, constitutes
the entire Agreement between the parties and supersedes all prior or contemporaneous discussions,
communications, understandings, or agreements, expressed or implied, written or oral, by or
between the parties with respect to the subject matter hereunder. In the event of any conflict
between the terms of this Agreement and any Exhibit incorporated or referenced herein, the terms
of this Agreement shall control.

IN WITNESS WHEREOF, the undersigned state that they have read and understand the
foregoing, that they intend to legally bind themselves or the parties on whose behalf they are
affixing a signature, and that they are fully and duly authorized to enter and execute this document.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION
WHICH MAY BE ENFORCED BY THE PARTIES.

“Client”

MID-AMERICA REGIONAL COUNCIL

By: Carol Gonzales for David Warm

Date: 7/30/2020

Name: David A. Warm

Title: Executive Director

“Service Provider”

MENLO, INC. D/B/A CIVIC ITC

By: Mr. Bradley A. Sandt

Date: 8/4/2020

Name: Mr. Bradley A. Sandt

Title: President/CEO
ADDENDUM 1 – Sample Agreement
MANAGED SERVICE AGREEMENT

This Managed Service Agreement ("Agreement") is entered into between Menlo, Inc. d/b/a Civic ITC (hereinafter "Service Provider") and ______________________ (hereinafter "Client") (collectively referred to as the "Parties").

RECITALS

WHEREAS, Service Provider and Mid-America Regional Council ("MARC") entered into a Master Service Agreement for the purpose of offering a comprehensive outsourced shared information technology solution for the betterment of the counties, cities, towns, and authorities within MARC’s region, including Client; and

WHEREAS, Service Provider, a Kansas City, Missouri-based technology services company, developed a comprehensive outsourced information technology solution ("Civic Solution") for such civic environments, and submitted a proposal to the Client to provide such services;

WHEREAS, Client desires to enter into a contract with Service Provider to provide its Civic Solution for the Client, and Service Provider accepts that engagement, in accordance with the terms and conditions herein;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants as set forth herein, the parties agree as follows:

ARTICLE 1
DEFINITIONS, TERM, AND TERMINATION

1.1 Definitions.

As used in this Agreement, the following terms are to have the meaning as stated below:

- "Agreement" means this Agreement and all Exhibits attached hereto.
- "Client Assets" means the Client Facilities, Client Hardware, and Client Software.
- "Client Facilities" means the equipment, furniture, office space, office services, secure storage space, staging areas, facilities or other assets owned, licensed, or leased by Client or its affiliates.
- "Client Hardware" means any existing Client owned or leased hardware and any future hardware purchased or leased by Client.
- "Client Software" means any existing Client owned or leased software and any future software purchased or leased by Client.
“Disengagement Services” means those Services identified in Exhibit D.

“Hardware Devices” means any peripheral or add-on device that requires software (including drivers) for operation and is not plug-and-play.

“Ramp Up Period” means the period of time from the Effective Date through ____________, 20__. During this period, Service Provider will analyze the level of performance of Client’s information technology operations, information provided by client, and validate assumptions contained in Exhibit A.

“Service Levels” means performance measures that provide a representative measure of the quality of the Services being delivered under the Agreement.

“Service Provider Assets” means any products (desktops/workstations, notebooks/portables, servers, storage area networks, networking, software, peripherals and associated components/accessories) provided by Service Provider for use by Client under this Agreement as a component of the Services provided by Service Provider.

“Services” means all of the services and tasks to be performed or provided by Service Provider pursuant to this Agreement, which are specifically identified in Exhibit A.

“Software Applications” means any software, plug-in or module that is not part of a manufacturer’s base operating system (e.g., Adobe Flash plug-in, Microsoft Office, and Java runtime components).

“Web-Based Applications” means any application delivered via internet connectivity/web browser that is used by 100 or more users throughout the course of a fiscal year.

“Ticket” means requests submitted through Service Provider’s helpdesk system to correct Client Assets that were previously functioning and ceased to function and the necessary repair is within the scope of the Services defined by this Agreement.

“24/7/365” means 24 hours a day, 7 days a week, 365 days a year.

1.2 Term.

The initial term of this Agreement (“Initial Term”) shall commence on the date this Agreement is executed by both parties (the “Effective Date”), and shall expire on the sooner of: (a) ____________, 20__; or (b) termination according to Section 1.4 of this Agreement (as applicable, the “Termination Date”).
1.3 Renewal.

Provided this Agreement has not been terminated sooner, at the expiration of the Initial Term, this Agreement and the rights and obligations of the parties herein will automatically renew for successive one (1) year periods (each a “Renewal Term” and collectively with the Initial Term, the “Term”) unless a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current Term.

The parties may also engage in good faith discussions about an optional five (5) year renewal or extension, provided that neither party shall be obligated to agree to a five (5) year renewal or extension of this Agreement. Service Provider will provide Client with a proposed Fee Schedule for the optional five (5) year renewal or extension for Client’s review and consideration.

1.4 Termination.

a. Expiration. Unless this Agreement has been sooner terminated as provided in this Agreement, and provided a party provides the other with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current Term, then this Agreement and the rights and obligations of the parties herein shall expire and be of no further force or effect on _____________, 20___.

b. Termination by Client. In the event Service Provider breaches its material obligations under this Agreement and fails to cure such breach (provided the breach is capable of a cure) within forty-five (45) days after receipt from Client’s Relationship Manager of a reasonably detailed notice describing the breach, Client may terminate this Agreement by giving at least sixty (60) days written notice to Service Provider. Notwithstanding any termination pursuant to this Section 1.4(b), Client shall pay all compensation for Services performed by Client up to the effective date of termination. Service Provider shall continue to provide all Services and work required under this Agreement through the effective date of termination. If Service Provider commits a material breach and is unable to cure the breach as defined in this Section 1.4(b), and if Service Provider is unable to provide the Services as provided in Exhibit A, then a corresponding credit for Services not received would be subtracted on a prorated basis from the monthly invoice, and if such credit exceeds the outstanding amounts owed by Client to Service Provider, Service Provider shall pay Client the balance within thirty (30) days. Client acknowledges that Section 1.4(b) is intended only for breaches of Service Provider’s material obligations under this Agreement, and otherwise single occurrences of minor breaches or non-compliance with the terms and conditions of this Agreement will not rise to the required level for termination under this section.

c. Termination by Service Provider. In the event Client breaches its material obligations under this Agreement and fails to cure such breach (provided the breach is capable of a cure) within forty-five (45) days after receipt from Service Provider’s Relationship Manager of a reasonably detailed notice describing the breach, Service Provider may terminate this Agreement by giving at least sixty (60) days written notice to Client. Notwithstanding any termination pursuant to this Section 1.4(c), Client shall pay all compensation for Services performed by Service Provider up to the effective date of termination. Service Provider shall continue to provide all
Services and work required under this Agreement through the effective date of termination. Service Provider acknowledges that this Section 1.4(c) is intended only for breaches of Client’s material obligations under this Agreement, and otherwise single occurrences of minor breaches or non-compliance with the terms and conditions of this Agreement will not rise to the required level for termination under this section. Notwithstanding this paragraph, Service Provider may terminate this Agreement on written notice to Client following non-payment as described in Section 1.4(d).

d. **Termination for Non-Payment.** If Client fails to pay in full any invoice amounts within the later of sixty (60) days after the date of the invoice or thirty (30) days after notice of the default and failure to cure, in addition to any other remedies available at law or in equity, Service Provider may exercise its right to terminate this Agreement by written notice to Client.

e. **Termination by Client Without Cause.** Client acknowledges that the Services contemplated under this Agreement will require Service Provider to make a substantial upfront investment for certain equipment, labor, and/or other resources that will be utilized for the benefit of Client over term of the Agreement. Notwithstanding any other provision contained in this Agreement, the parties agree that the Client may terminate this Agreement without cause upon not less than ninety (90) days written notice to Service Provider. Following any such termination without cause, Client shall pay Service Provider a Termination for Convenience Fee, constituting 50% of the remaining monthly fees for services set forth in the Fee Schedule in Exhibit C. This Termination for Convenience Fee will be due and payable from Client within thirty (30) days from the termination date of the Agreement. Service Provider shall continue to provide all Services and work required under this Agreement through the effective date of termination.

f. **No Waiver of Rights.** Termination of the Agreement under this Section following a material breach by either party shall be in addition to and not in lieu of any rights or remedies of the aggrieved party.

g. **Notices.** All notices required under this Section shall be sent by certified mail, return-receipt requested to the designated Relationship Manager.

h. **Disengagement.** Upon termination of this Agreement for any reason, the parties shall comply with the Disengagement Process described in Exhibit D.

1.5 **Disengagement Services; Wind Down Period.**

In the event of the termination or expiration of this Agreement, the parties shall work together in a cooperative manner to carry out an orderly termination and transition of Services from Service Provider to Client or to a third party service provider in accordance with this Section. Upon Client’s request and at Client’s sole discretion, Service Provider will use reasonable efforts to perform Disengagement Services for up to one hundred and eighty (180) days after the expiration of the Agreement or effective date of termination (“Wind Down Period”).
Subsequent to Termination. If such Disengagement Services are requested by Client subsequent to a termination of the Agreement, Service Provider shall continue to provide Services (including Disengagement Services) during the Wind Down Period and the Fee Schedule under this Agreement shall continue to apply during this Wind Down Period. If Client determines that additional Disengagement Services are needed beyond the Wind Down Period, then Service Provider shall provide Disengagement Services on a month-to-month basis provided that Client pay Service Provider’s standard hourly rates and expenses associated with performing such Disengagement Services, or for any additional services requested by Client that Service Provider agrees to perform.

Subsequent to Expiration. If such Disengagement Services are requested subsequent to the expiration of the Agreement, Service Provider shall provide Disengagement Services on a month-to-month basis provided that Client shall pay Service Provider’s standard hourly rates and expenses associated with performing such Disengagement Services, or for any additional services requested by Client that Service Provider agrees to perform.

Service Provider’s performance of Disengagement Services during the Wind Down Period is subject to: (1) Client’s prior payment of all amounts owed to Service Provider as of the start of such Disengagement Services; (2) Client’s continued payment of all amounts owed to Service Provider for the performance of such Disengagement Services; and (3) Client’s return of any Service Provider owned hardware, software or other property in Client’s possession.

ARTICLE 2
SERVICES

2.1 Scope of Services.

During the Term of this Agreement, Service Provider shall provide and perform the Services identified and described in Exhibit A, attached hereto and incorporated herein by reference (the “Services”). Except for the Services expressly set forth in this Agreement, or required by the terms of a Change Order, Service Provider shall not have any obligation to provide any hardware, software, or services or take any action related to Client’s technology environment.

2.2 Adjustment to Services/Change Orders.

If during the Term, Client desires to make a change to the quantity or specifications of the Services listed in Exhibit A, Client shall request the same in writing (a “Change Order Request”). Service Provider shall promptly evaluate all Change Order Requests and respond in writing with the terms under which Service Provider is willing to accommodate the same. Service Provider will evaluate and price requests in good faith. Client acknowledges that among other things, Change Order Requests will likely result in adjustments to the Fee Schedule under this Agreement and/or Service Levels. Service Provider shall not be required to accept Change Order Requests if Service Provider determines in good faith that it is technologically or commercially infeasible or impractical to execute the Change Order Request. In the event the parties agree on the terms of a Change Order Request, the parties shall execute a written document confirming the applicable
terms (when duly signed by both parties, a “Change Order”) and this Agreement shall automatically be deemed amended as applicable to incorporate the Change Order.

**ARTICLE 3**

**INVOICES AND PAYMENTS**

3.1 *Invoices and Payment Schedule.*

As consideration for the Services performed under this Agreement, Client shall pay Service Provider the fees set forth in the Fee Schedule in Exhibit C. Service Provider will invoice Client pursuant to the Fee Schedule. Payment for Services will become due and payable from Client thirty (30) days from the invoice date.

3.2 *Taxes.*

It is understood that any federal, state or local taxes applicable shall be added to each invoice for Services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the state of use.

Any taxes and/or fees that arise out of Service Provider’s performance of the Services hereunder shall be the responsibility of Service Provider, provided, however, if a change in law occurs which causes Service Provider’s provision of the Services to be taxable, the parties agree to negotiate in good faith any equitable adjustment to the Fee Schedule in Exhibit C.

**ARTICLE 4**

**CLIENT RESPONSIBILITIES**

4.1 *Suitability of Existing Environment.*

In order for Client’s existing environment to qualify for Services under this Agreement, the following Minimum Standard requirements must be met, and remain met during the Term of this Agreement, unless otherwise agreed to in writing by Service Provider:

- An active Microsoft Enterprise software agreement or current licensing for all relevant Microsoft products as required by Service Provider.

- Enterprise grade Mobile Device Management (MDM) solution for any Apple MDM capable devices (iPad/Mac/etc.) with deployments of over 50 devices. Options include JAMF or Mosyle MDM

- All servers must run the Microsoft Windows Server Operating System.

- All server and desktop software must be genuine, licensed and vendor-supported.
The environment must have a currently licensed, up-to-date and vendor-supported antivirus/antimalware solution protecting all servers, desktops, notebooks/laptops, and email.

All wireless data traffic in the environment must be securely encrypted.

Suitable power for all building-level network, server and end-user equipment.

Documented administrator-level usernames and passwords for supported systems.

Private-fiber connections between all Client facilities, or high speed, low-latency internet-based SD-WAN connectivity at all sites approved by Service Provider.

Vendor-supported, Service Provider-approved network switching hardware and associated internal wiring necessary to connect network-based devices.

Costs required to bring Client’s environment up to these Minimum Standards are not included in this Agreement.

4.2 Access and Cooperation.

Client shall provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by Service Provider. Client shall provide Service Provider with access to and use of information, data, and internal resources as reasonably necessary to deliver the Services.

4.3 Client Assets.

Client shall provide 24/7/365 access to Client Facilities and use of Client Assets to enable Service Provider to perform the Services. Client shall provide secure access to adequate work space, supplies, facilities, telephones, power, and lighting, at no charge. The work space must be within reasonable proximity to where Services are to be performed. Service Provider may not use Client Assets for any purpose other than the provision of Services under this Agreement without the prior written consent of Client. Service Provider shall abide by Client’s security practices pertaining to the access of Client Facilities. Client will ensure that, in the course of accessing or using Client Assets, Service Provider shall not be exposed to any materials or conditions which are classified or identified as hazardous, toxic, or unsafe under applicable law.

4.4 Required Consents.

Client shall be responsible for obtaining all consents, approvals, and licenses required by Client’s suppliers, licensors, lessors, government regulators, and other third parties which are necessary to support or permit the provision of Services under this Agreement, at no cost to Service
Provider. In the event that one or more Required Consents cannot be obtained by Client, the parties shall cooperate with each other and take reasonable steps to resolve the matter, provided however that Service Provider shall not be liable for failure to provide Services or to achieve Service Levels under this Agreement to the extent such failure is caused by the result of Client’s failure or inability to obtain any such Required Consents.

4.5 Non-Performance by Client.

Service Provider shall not be responsible for a failure to provide Services or to achieve Service Levels to the extent caused by: (1) any omissions, oversights, errors, failures by Client to perform its responsibilities under this Agreement; (2) problems caused by Client Software or data; (3) a defect or deficiency with respect to Client Assets; (4) hardware failures for hardware not maintained by Service Provider; or (5) modifications to hardware by a party other than Service Provider or its representatives. Service Provider shall notify Client and await Client’s agreement to have Service Provider perform notwithstanding the occurrence of one or more of the foregoing events, with Client reimbursing Service Provider for its additional out of pocket expenses for such efforts.

ARTICLE 5
RELATIONSHIP MANAGEMENT

5.1 Relationship Manager.

Each party shall appoint a principal contact for management of the parties’ relationship (“Relationship Manager”) during the Term. Service Provider shall be entitled to rely on the routine instructions, authorizations, approvals, or other information provided by Client’s Relationship Manager or by one other designated individual identified by Client’s Relationship Manager as having authority to provide the same on behalf of Client. Relationship Managers shall formally communicate regularly during the Term to review performance of the Agreement and to discuss any open issues including pending Change Order Requests. Relationship Managers will participate in the prioritization of open issues when escalation occurs, and the compilation of a list of software to be deployed, among others. In the performance of the Agreement, Client will routinely be called on for various decisions and actions. Client agrees to respond to those requests with reasonable promptness. Each party shall use reasonable efforts to maintain the continuity of its Relationship Manager, but each party may change its Relationship Manager in its discretion upon notice to other party.

5.2 Other Meetings.

For the purposes of presentations and/or other general planning meetings where Service Provider’s presence is requested or required, Client shall give Service Provider reasonable advanced notice of such meetings. At least once per fiscal year of the Agreement, Service Provider shall be permitted to present a performance review to and answer questions from Client’s governing body.
ARTICLE 6
HARDWARE AND SOFTWARE

6.1 Software.

To the extent Service Provider is required or needs to use any software owned or licensed by Client to perform the Services (“Client Software”), Client grants Service Provider a non-exclusive, worldwide, royalty free license to use Client Software during the Term of this Agreement solely for the purpose of providing the Services. In the event that Client Software includes any third party software, Client shall ensure that Service Provider has the right to use, access, and execute such software as necessary to perform the Services. To the extent any Service Provider Assets includes software, Service Provider shall ensure that Client has the right to use, access, and execute such software as necessary during the Term of this Agreement.

6.2 Hardware.

Service Provider will use Client Hardware and/or Service Provider Assets to deliver Services specified in Exhibit A. Title to Client Hardware will be retained by Client. Title to Service Provider Assets will be retained by Service Provider. Service Provider may upgrade, replace, move, or remove Service Provider Assets as it deems appropriate so long as Service Provider does not seek to change or revise the Service Levels.

6.3 Loss/Damage of Equipment.

Client shall be responsible for Service Provider Assets provided under Exhibit A while in Client’s possession, and shall promptly pay Service Provider for all losses other than those due to the negligence of Service Provider, or due to normal wear and tear. In the event of theft, loss or damage beyond repair of Service Provider Assets while in possession of Client, Client shall promptly pay Service Provider the replacement value of the Service Provider Asset. Client shall continue to pay the charges at the same level and duration as for the original Service Provider Assets unless otherwise mutually agreed upon.

ARTICLE 7
INSURANCE

7.1 Insurance.

Service Provider shall procure and maintain during the Term of this Agreement, a Commercial General Liability Insurance Policy with limits for bodily injury and property damage liability of not less than $1,000,000 each occurrence, $2,000,000 general aggregate and products/completed operations coverage which shall include premises/operations liability, independent contractors liability, and broad form contractual liability coverage. Client shall be named as an additional insured on Service Provider’s Commercial General Liability Insurance policy. Service Provider shall provide Client with certificates of insurance evidencing all insurance coverage it is required to maintain under this Agreement prior to the Effective Date.
Client shall maintain insurance and liability coverage required by law and/or in accordance with its normal business practices, ensuring casualty, public liability and property damage insurance is carried on and maintained on equipment and software provided by Service Provider, in amounts sufficient for the full replacement of the equipment and software provided pursuant to this Agreement.

7.2 Mutual Exclusion of Special, Incidental, and Consequential Damages.

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the parties and their officers, directors, employees, agents, and subcontractors, shall not be liable for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Services or this Agreement, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

ARTICLE 8
SERVICE LEVELS

8.1 Failure to Achieve Service Levels.

Service Provider will perform the Services in accordance with the Service Level Agreement provided in Exhibit B, which applies at the conclusion of the “Ramp Up Period” as defined below. If Service Provider fails to achieve any Service Levels due to its fault, an appropriate Service Credit will be issued pursuant to Exhibit B.

8.2 Ramp Up Period; Establishment of Service Levels.

During the Ramp Up Period, Service Provider will analyze the level of performance of Client’s information technology operations, information provided by Client, and validate any assumptions contained in Exhibit A. The Service Level Agreement contained in Exhibit B will become effective at the end of the Ramp Up Period as long as the foregoing analysis does not reveal a material discrepancy with respect to level of performance of Client’s information technology operations, information provided by Client, or assumptions contained in Exhibit A. If a material discrepancy is found, Service Provider will provide its recommendations to Client and the parties shall negotiate revised Service Levels in good faith. The revised Service Levels will become part of the Exhibit B when approved in writing by both Parties.

ARTICLE 9
REPRESENTATIONS AND WARRANTIES

9.1 Service Provider Representations and Warranties.

Except for the express warranties set for below, Service Provider does not make and hereby expressly disclaims any and all representations, warranties, or conditions, express or implied,
regarding any matter in connection with this Agreement, including the merchantability, fitness for a particular use or purpose, or results to be derived from the use of any service, hardware, software, system or other items provided under or in connection with this Agreement or that any service, hardware, software, system or other items will be free from defects, or will be uninterrupted or error free.

Notwithstanding the foregoing, Service Provider represents and warrants that all Services, equipment, and work performed or provided by Service Provider and/or its employees under this Agreement shall: (a) be performed in a professional manner, by qualified, trained and, where applicable, properly certified, representatives, and in accordance with standards of care customary in Service Provider’s industry; and (b) conform to the representations, specifications, and descriptions set forth in this Agreement and all included Exhibits.

9.2 Exclusive Provider of Services.

Client represents, warrants, and covenants that Service Provider will be the exclusive provider of all Services identified in Exhibit A. Service Provider understands that at times it may be necessary to obtain technology services not provided by Service Provider. Any vendor providing technology service to Client covered in Exhibit A shall be approved by Service Provider prior to services being rendered.

ARTICLE 10
GENERAL

10.1 Confidentiality.

“Confidential Information” means any oral, written, or graphic, but not limited to, that which relates to business plans, strategies, products, developments, inventions, processes, designs, drawings, engineering, markets, software, hardware configuration, computer programs, services, customers, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty (30) days) after the oral disclosure. Confidential Information shall also be deemed to include, with or without prior designation by Client, the following: personnel records and other information relating to Client’s employees which are obtained, accessed, or disclosed or disseminated to Service Provider in the course of performing this Agreement.

Except as required by any applicable freedom of information act, neither party may use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than in the performance or administration of this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information.
Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which the receiving party can prove: (a) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party and as a result the disclosure did not violate any federal or state law; (b) was known to the receiving party, without restriction (to the receiving party’s knowledge), at the time of disclosure and as a result the disclosure did not violate any federal or state law; (c) is disclosed with the prior written approval of the disclosing party; (d) was independently developed by the receiving party without any use of the Confidential Information of the disclosing party, as evidenced by written documentation or records of the receiving party, and as a result the disclosure did not violate any federal or state law; (e) is disclosed generally to third parties by the disclosing party in compliance with federal and state law, such as the applicable freedom of information act; or (f) is disclosed pursuant to the order or requirement of a court, administrative agency, statute or regulation, or other governmental body; provided, however, that the non-disclosing party, shall receive prompt written notice of such court order or requirement from the disclosing party to enable the non-disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

Without limiting its other remedies available at law or in equity, a party shall be entitled to pursue injunctive relief to prevent the violation of this Section 10.1.

10.2 Remote Access.

Client will allow Service Provider to install and utilize remote access tools during the course of performing Services under this Agreement.

10.3 Content Control.

Client will only use Service Provider’s hardware, software, and Services for lawful purposes and Client will not store or provide any content or material that violates foreign, federal, state or local law. Should Service Provider become aware that any such content or material exists, Service Provider shall notify Client about such content or material and determine an appropriate response, such as the prompt removal of such content or material in violation and/or the notification of appropriate authorities, if applicable.

10.4 Marketing.

Service Provider may issue press releases or any other marketing materials with reference to its Services provided to Client. Client shall be given reasonable opportunity to review any press release or other marketing material prior to release.

10.5 Due Authority.

Each party represents and warrants on the Effective Date and shall be deemed to represent and warrant on the first day of each fiscal year of the Agreement that: (a) it is duly incorporated or organized (as applicable), validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization, with full corporate power and authority to conduct its business
as it is now being conducted; (b) this Agreement constitutes the legal, valid and binding obligation of that party, enforceable in accordance with its terms; (c) the party has the absolute and unrestricted right, power and authority to execute and deliver this Agreement, and to perform its obligations hereunder, and such action has been duly authorized, and, if applicable, this Agreement and all expenditures hereunder have been approved and authorized by all applicable boards or other governing bodies in accordance with applicable law (and Client shall have presented Service Provider upon request, with minutes of such board or governing body that evidences all applicable resolutions or other approvals); and (d) neither the execution and delivery of this Agreement nor the consummation or performance of any of that party’s obligations will, directly or indirectly breach (i) any provision of any of the governing documents of that party, (ii) any provision of any contracts or agreements applicable to that party, or (iii) any applicable laws. A breach of any of the foregoing representations and warranties, including those deemed given as of the first day of a subsequent fiscal year of the Agreement, shall be deemed a material breach of the applicable party’s obligations under this Agreement.

10.6 Residual Knowledge.

Nothing herein shall prevent either party from using the techniques, ideas, and other know-how gained during the performance of this Agreement in the furtherance of its business, to the extent that this does not result in disclosure of Confidential Information or unauthorized use of any intellectual property right of the other party. Client acknowledges that information, software, and documentation created by Service Provider in the course of delivering the Services which relate to Client’s internal processes and procedures may be used by Service Provider and its affiliates to facilitate delivery of Services to other Clients.

10.7 No Rights Granted.

Nothing in this Agreement shall be construed as granting any rights under any patent, copyright, or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information other than the limited right of use expressly permitted by this Agreement.

10.8 Force Majeure.

Except for payment of sums due, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care. Causes beyond a party’s control shall include, but are not limited to, any act of God or the public enemy; compliance with any order, decree, law or request of any governmental authority; act of declared or undeclared war; public disorder; rebellion; civil unrest; sabotage; fire; flood; explosion; accident; riot; strike; labor difficulty or other concerted act of workmen, whether direct or indirect; declaration of national emergency; delay or inability to secure products, parts, materials, fuel, supplies, equipment, or power at reasonable prices or in sufficient amounts through usual sources of supply; or any other cause not within the control of such party whether or not similar to any of these causes specifically enumerated herein.
10.9 **Governing Law.**

This Agreement shall be deemed to have been entered into under the laws of the State of Missouri and the rights and obligations of the parties hereunder shall be governed and determined according to the laws of that state.

10.10 **Prior Agreements; Entire Agreement.**

This Agreement, together with all Exhibits and attachments referenced herein, constitutes the entire Agreement between the parties and supersedes all prior or contemporaneous discussions, communications, understandings, or agreements, expressed or implied, written or oral, by or between the parties with respect to the subject matter hereunder. In the event of any conflict between the terms of this Agreement and any Exhibit incorporated or referenced herein, the terms of this Agreement shall control.

10.11 **Assignment.**

Except as set forth below in this section, neither this Agreement, its performance, nor any rights or obligations of the parties may be assigned, encumbered, or delegated without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, encumbrance or delegation in contravention of this Section shall be null and void. The parties intend that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or entity other than the parties and their respective permitted successors and assigns.

Service Provider may subcontract the performance of certain of its obligations from time-to-time to various subcontractors provided that no such engagement shall release Service Provider from its obligations hereunder and Service Provider shall remain fully responsible for the actions and performance of its subcontractors under the terms of this Agreement and any person or entity to whom work is subcontracted under this Section shall agree to be bound by the terms of this Agreement, including without limitation the specifications and Service levels set forth in the Exhibits hereto, to the same extent as Service Provider. Notwithstanding the foregoing, Service Provider shall not subcontract all or substantially all of the Services to be performed under this Agreement, without the prior written consent of Client. In the event subcontracting any part of the Services occurs, all subcontractors shall be US-based and Service Provider shall only leverage US-based datacenters, unless explicitly approved by Client or Jurisdiction in writing.

In the event Service Provider is permitted to assign this Agreement and the obligations of Client to make payments to any successors of Service Provider, such successors will succeed to all of Service Provider’s rights and obligations hereunder. Any such assignment will be subject to all rights and claims that Client may then or thereafter have under this Agreement.

10.12 **Amendment.**
The parties agree that no amendment or modification of this Agreement shall be binding or valid unless made in writing, specifically referencing this Agreement, and signed by both parties.

10.13 Waiver.

Neither party’s failure to exercise any of its rights under this Agreement shall constitute or be deemed to constitute a waiver or forfeiture of such rights.

10.14 Severability.

The paragraphs and provisions of this Agreement are severable; if any paragraph or provision is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative applications thereof, other than the provision(s) which shall have been held invalid or unenforceable, shall not be affected thereby and shall continue to be valid and enforceable to the fullest extent permitted by law or equity.

10.15 Construction.

The Parties acknowledge that this Agreement is the product of “arm’s length” negotiations, and both Parties are represented by counsel, who have reviewed and approved this Agreement. As such, the terms of this Agreement are mutually agreed-upon, and the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

10.16 Counterparts.

This Agreement may be executed in one or more counter-parts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

10.17 Arbitration.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.
IN WITNESS WHEREOF, the undersigned state that they have read and understand the foregoing, that they intend to legally bind themselves or the parties on whose behalf they are affixing a signature, and that they are fully and duly authorized to enter and execute this document.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

“Client”             “Service Provider”

MENLO, INC. D/B/A CIVIC ITC

By: ______________________________  By: ______________________________

Date: _August 1, 2020________________  Date: _August 1, 2020________________

Name:        Name:   Mr. Bradley A. Sandt

Title:         Title:    President/CEO
EXHIBIT A
Services/Statement of Work/Covered Items

<table>
<thead>
<tr>
<th>Covered Items (Hardware/Software Licensing Not Included Unless Specified)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Onsite Support:</td>
</tr>
<tr>
<td>Managed Applications:</td>
</tr>
<tr>
<td>Managed Phones:</td>
</tr>
<tr>
<td>Managed Storage:</td>
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<tr>
<td>Managed Networking:</td>
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<tr>
<td>Managed Servers:</td>
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<td>Managed Firewall:</td>
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<tr>
<td>Managed Web Filter:</td>
</tr>
<tr>
<td>Managed Email:</td>
</tr>
<tr>
<td>Managed Helpdesk:</td>
</tr>
<tr>
<td>Managed Identities:</td>
</tr>
<tr>
<td>Managed Data Transfer:</td>
</tr>
</tbody>
</table>

ADDITIONAL MAINTENANCE SERVICES

- **Support of Software Applications, Hardware Devices, and Web-Based Applications.** Service Provider shall provide support of Software Applications, Hardware Devices, and Web-Based Applications identified in Exhibit A, provided that all Hardware Devices are covered under a currently active vendor support contract; or replaceable parts be readily available, and all Software Applications be genuine, currently licensed and vendor-supported. Maintenance on Hardware Devices older than six years will be assessed an additional fee of $10/year/device. Should third party vendor support charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client’s authorization to incur them.

- **Monitoring Services.** Service Provider will provide ongoing monitoring and security services of all critical devices as indicated in Exhibit A. Service Provider will provide monthly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, Service Provider shall make every attempt to rectify the condition in a timely manner in accordance with the Service Level Agreement (“SLA”) in Exhibit B.

- **Electronic File Storage and Network Server Data.** Electronic file storage and network server data are property of the Client (hardware not included). Client shall have the right to request copies of storage, for the purposes of backup or migration, at any time. Service fees for data export by Service Provider shall be at a rate of $250/hour. Such services shall be electronic transmission only, and Client must provide target hardware. Service Provider will provide one complimentary data transfer during the Wind Down Period, if applicable.

EXCLUDED SERVICES

Services rendered under this Agreement will not include:
- Parts, equipment or software not covered by vendor/manufacturer warranty or support.
- The cost of any parts, equipment, device, or shipping charges of any kind.
- The cost of any Client Software, Licensing, or Software Renewal or Upgrade Fees of any kind (Windows OS, MS Office, Anti-Virus, etc.).
- The cost of any third party vendor or manufacturer support or incidental fees of any kind for Client Assets.
- The cost to bring Client’s environment up to minimum standards as defined in Section 4.1.
- 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 Client’s employees or anyone other than Service Provider.
- End-user uses of software applications (client and network-based) including, but not limited to, data entry, data validation, data modification, report creation, look & feel customization, data analysis, etc.
- Maintenance of applications or software packages, whether acquired from Service Provider or any other source unless as specified in Exhibit A.
- Programming (modification of software code) and program (software) maintenance unless as specified in Exhibit A.
- Peripheral management, or the process of tracking Client Assets.
- Client Premise backup power equipment (UPS).
- Electrical installation services and Client’s electrical utility costs.
- Consumables, including but not limited to batteries, toner cartridges, printer maintenance kits, projector bulbs and blank discs.
- Training services.
### EXHIBIT B

**Service Level Agreement (“SLA”)**

**Responses, Resolution Times, and Support Tiers**

The following table shows the targets of response and resolution times for each Ticket priority level:

<table>
<thead>
<tr>
<th>Priority</th>
<th>Criteria</th>
<th>Response Time* (in hours)</th>
<th>Resolution Time** (in hours)</th>
<th>Resolution Time** (in business days)</th>
<th>Service Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Service not available (all users and all functions unavailable)</td>
<td>2 Hours</td>
<td>12 Hours</td>
<td></td>
<td>$200.00</td>
</tr>
<tr>
<td>2</td>
<td>Significant degradation of service (large number of users or critical Client functions affected)</td>
<td>2 Hours</td>
<td>24 Hours</td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td>3 Internal</td>
<td>Limited degradation of service (limited number of users or functions affected, Client processes can continue)</td>
<td>24 Hours</td>
<td></td>
<td>3 Days</td>
<td>$25.00</td>
</tr>
<tr>
<td>3 Onsite</td>
<td>Limited degradation of service (limited number of users or functions affected, Client processes can continue)</td>
<td>24 Hours</td>
<td></td>
<td>3 Days</td>
<td>$25.00</td>
</tr>
<tr>
<td>4 Internal</td>
<td>Small service degradation or new software deployment (Client processes can continue, one user affected)</td>
<td>24 Hours</td>
<td></td>
<td>5 Days</td>
<td>$10.00</td>
</tr>
<tr>
<td>4 Onsite</td>
<td>Small service degradation or new software deployment (Client processes can continue, one user affected)</td>
<td>24 Hours</td>
<td></td>
<td>5 Days</td>
<td>$10.00</td>
</tr>
<tr>
<td>5 Internal</td>
<td>No effect on productivity, or long-range projects</td>
<td>72 Hours</td>
<td></td>
<td>Scheduled with End User</td>
<td>$10.00</td>
</tr>
<tr>
<td>5 Onsite</td>
<td>No effect on productivity, or long-range projects</td>
<td>72 Hours</td>
<td></td>
<td>Scheduled with End User</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

*Response Time* is defined as the targeted time between receipt of the Ticket and the initial contact from Service Provider in regards to an issue.

**Resolution time** is defined as the targeted time between receipt of the Ticket and Service Provider resolves the issue. Resolution timer is paused when waiting on end-users or 3rd-party vendors for response.
All end-user initiated support Tickets are initially assigned as Priority Level 4. Ticket priorities will be automatically adjusted by the Service Provider’s helpdesk based on relevance to the above criterion. Additionally, Client is granted ten (10) annual Escalation Credits. Escalation Credits must be initiated by the Client’s assigned Relationship Manager. Additional Escalation Credits can be purchased on demand for $250 each.

**SERVICE ISSUES**

**Ramp Up Period:** During the Ramp Up Period, Service Provider will analyze the level of performance of Client’s information technology operations, information provided by Client, and validate any assumptions contained in Exhibit A. This Service Level Agreement will become effective at the end of the Ramp Up Period as long as the foregoing analysis does not reveal a material discrepancy with respect to level of performance of Client’s information technology operations, information provided by Client, or assumptions contained in Exhibit A. If a material discrepancy is found, Service Provider will provide its recommendations to Client and the parties shall negotiate revised Service Levels in good faith. The revised Service Levels will become part of this Exhibit when approved in writing by both Parties.

**Coverage:** Remote Helpdesk support and management of Client’s network will be provided to the Client by Service Provider through remote means 24 hours a day, 7 days a week, excluding public holidays. Network Monitoring Services and response to Priority I Tickets, as defined in Exhibit A, will be provided 24/7/365. All Services qualifying under these conditions, as well as Services that fall outside this scope, will fall under the provisions of Exhibit B. Onsite hardware costs of any kind are not covered under the terms of this Agreement.

**Planned Outage:** Planned outages are scheduled events for routine maintenance and upgrades in which extended downtime is required. Planned Outages are subject to any reasonable scheduled or needed use of the services outlined in Exhibit A. Planned Outages shall be exempt from Service Credits and Service Provider shall provide Client and its users with reasonable notice of any Planned Outage.

**Service Credits:** Service Credits will be calculated monthly and be issued on the following month’s invoice. Support resolution delays due to failure of Client Assets or non-performance of Client’s third party warranties, subcontractors or employees will not be eligible for Service Credits. Tickets for new software requests (including new products, applications in new locations and new versions), prescheduled and preventative maintenance, and Planned Outages are exempt from Service Credits.

**Escalation Credits:** Escalation credits are used to escalate the priority of Tickets. Under normal circumstances, when a user opens a Ticket, it will be assigned priority level 4. Service Provider's helpdesk will review every Ticket and adjust the priority level as appropriate. If Client wishes to adjust the priority level, it may use an Escalation Credit to do so. Tickets for which Escalation Credits are applied will not be eligible for Service Credits.

**Ticketing System** Service Provider requires that all Client issues and requests related to Services provided in Exhibit A shall have an associated Ticket, with reasonable documentation, submitted through Service Provider’s helpdesk system. Service Provider shall have no obligation or liability to complete any work without an associated Ticket. Client is responsible for timely communication to Service Provider regarding any Ticket, and Tickets in which Service Provider has reasonably attempted contact Client a minimum of three (3) times with no response shall be closed and deemed acceptable to Client’s satisfaction.

**Support and Escalation:** Service Provider will respond to Client’s trouble Tickets under the provisions of Exhibit B. Trouble Tickets must be opened by Client’s end-user via the helpdesk system. Each issue will be assigned a Trouble Ticket number for tracking. The support escalation process is detailed in Exhibit B.

**Peak/Off-Peak Working Hours:** Peak Working Hours are defined as 7:00 a.m. to 9:00 p.m., Monday through Friday, excluding Client holidays. All other times are considered Off-Peak Working Hours. Average helpdesk hold/callback times shall not exceed fifteen (15) minutes during Peak Working Hours and one (1) hour during Off-Peak Working Hours.

**Tickets Where Malicious or Negligent Damage is Found:** Tickets resulting from malicious or negligent damage will be billed at $250/hour in addition to the monthly charge.
SUPPORT TIERS

The following details and describes our Support Tier levels:

**Tier 1 Support:** All Tickets begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.

**Tier 2 Support:** All Tickets that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced staff.

**Tier 3 Support:** Tickets that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced staff that has the ability to collaborate with thirty party (vendor) support staff to resolve the most complex issues.

SERVICE REQUEST ESCALATION PROCEDURE

1. Support Request is Received
2. Ticket is Created through helpdesk system
3. Issue is Identified and documented in the associated Ticket
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

If Ticket can be resolved through Tier 1 Support:
5. Level 1 Resolution – Ticket is worked to successful resolution
6. Quality Control – Ticket is verified to be resolved to Client’s reasonable satisfaction
7. Ticket is closed, after complete problem resolution details have been updated in helpdesk system

If Ticket cannot be resolved through Tier 1 Support:
6. Ticket is escalated to Tier 2 Support
7. Ticket is qualified to determine if it can be resolved by Tier 2 Support

If Ticket can be resolved through Tier 2 Support:
8. Level 2 Resolution – Ticket is worked to successful resolution
9. Quality Control – Ticket is verified to be resolved to Client’s reasonable satisfaction
10. Ticket is closed, after complete problem resolution details have been updated in helpdesk system

If Ticket cannot be resolved through Tier 2 Support:
9. Ticket is escalated to Tier 3 Support
10. Ticket is qualified to determine if it can be resolved through Tier 3 Support

If Ticket can be resolved through Tier 3 Support:
11. Level 3 Resolution – Ticket is worked to successful resolution
12. Quality Control – Ticket is verified to be resolved to Client’s reasonable satisfaction
13. Ticket is closed, after complete problem resolution details have been updated in helpdesk system

If Ticket cannot be resolved through Tier 3 Support:
12. Ticket is escalated to Relationship Managers

If Ticket cannot be resolved through Tier 3 Support:
13. Relationship Manager Decision Point – Ticket is updated with complete details of all activity performed and discussion is initiated with Client’s Relationship Manager to determine course of action.

Notwithstanding the above procedure, Client shall be allowed to circumvent this procedure by utilizing an Escalation Credit as defined above. Using an Escalation Credit, Client may designate the Support Tier level that requires support from Service Provider. For example, if the Client determines that the initial Support Tier level should be higher than
Tier 1, then Client shall have the sole right to make that designation and Service Provider shall thereafter provide the support required of that designated Support Tier level.

REMOTE HANDS

Client shall provide “remote hands” services by skilled, Client personnel to provide onsite troubleshooting assistance to Service Provider. Troubleshooting assistance may include, but is not limited to, verifying power, power cycling, basic troubleshooting, swapping/replacing faulty hardware, verifying visual indicators, checking cabling and installing new hardware. In order to limit the potential impact to Client, remote hands requests shall be limited to a 3-month rolling average threshold. Thresholds shall be limited to the following for each category:

- 2% of the installed switch fleet per month
- 1% of the installed phone fleet per month
- 1% of the installed wireless fleet per month

Service Provider shall be responsible for remote hands work performed onsite and in the respective category until the 3-month rolling average drops below the threshold requirement. Remote hands engagements due Client environmental issues (power/cooling/weather/malicious behavior) shall not count towards the rolling average threshold. Connection of devices, such patching/moving cables on switch and patch panel shall not be considered remote hands requests and are the responsibility of the Client.
# EXHIBIT C

## Fee Schedule

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Cost for any cabling required to connect and maintain Service Provider infrastructure are not included and will be installed as required for Service Provider performance under this agreement. Copper cabling installation will be at $250 per network drop and billed to Client on the following month’s bill as an additional charge. Installation of fiber optic cabling will be priced and billed per specific installation requirements. Fiber optic install costs shall be provided to Client for approval, which shall not be unreasonably withheld.
EXHIBIT D
Disengagement Process

Disengagement is the process by which the Services provided by Service Provider are transitioned to either a Client-provided support solution or other services provider and Service Provider’s intellectual property is removed. Service Provider’s responsibilities are to ensure the disengagement portion of the Wind Down Period has an appropriately established set of actions with a timeline that successfully transitions services while minimizing the impact of a change, within economic reason. Service Provider shall use commercially reasonable efforts to remove appropriate intellectual property in a manner that minimizes the impact to the Client and does not otherwise materially disrupt Client’s operations.

Wind Down Period Project Management:

1. Definitions:
   a. “Transition” means the process by which the Client moves the services of a current solution (either in-house or current provider) to that of another solution (either in-house or a new provider). A Transition typically includes Disengagement and an Implementation, defined below.
   b. “Disengagement” means the planned process by which the current provider (in-house or other vendor) disengages its services from the Client.
   c. “Implementation” means the planned process by which a newly selected provider (in-house or new vendor) engages their services with the Client.

2. The Client and Service Provider will establish a Disengagement Date as part of an overall Transition Project Plan.

3. Service Provider’s Relationship Manager will be the single point of contact for the Client regarding this effort. This resource will be required to establish all appropriate Disengagement Actions with a timeline, coordinated with the Transition Plan of the Client, within economic reason.

4. The Client’s Relationship Manager will oversee the transition of services from Service Provider (through a Disengagement plan) to the selected solution (through an Implementation plan). The Relationship Manager will be responsible for coordinating the specific actions between the Service Provider Disengagement plan and the Implementation plan of the new solution to ensure the impact of Transition is minimized for the Client.

Technology-Software, Equipment, Configurations, and Data

1. Definitions
   a. “Support Services Offering” means a specific proprietary service provided by Service Provider to a Client utilizing a combination of knowledge, skills, and tools including hardware and software.

2. Subject to full payment of any applicable fees, all hardware and software procured specifically for and owned by the Client will remain on site, in place, connected, installed, and accessible.
3. Certain software licensed for Client usage as part of the Support Services Offering will be removed, or web sites will have access rights removed.

4. Network Configurations - Client network equipment physical connections and configuration settings will remain in place and operating.

5. Server Configurations - Security policies will remain in place. Most Group Policies will remain in place unless it is considered Service Provider intellectual property. Where Group Policies are removed, the Client will be restored to the default operating environment provided by the software manufacturer such that impact to the Client is minimized, within economic reason.

6. Workstation Configurations - Hardware configurations and options installed will remain in place in any Client workstation. User Profiles deemed as Service Provider intellectual property (Service Provider User Interface) will be removed, and the default user profile will be reestablished on all workstations allowing the user to access all applications and data through the standard Operating System menu (i.e. Windows “Start” Menu).

7. Any Warranty remaining on Client OEM equipment will reside with the Client after Disengagement.

8. Service Provider will provide the Client data in an industry-standard, digital format.

9. Service Provider will ensure that all network passwords, access codes and other information necessary to access and continue functionality of Client’s operations are promptly provided to Client and Client’s Relationship Manager as of the effective date of Disengagement.

10. Client-specific agreements with any third party providers will be transitioned to the Client or a suitable alternative must be established prior to the effective date of Disengagement.

11. The Client will be responsible for providing transition project management services for all remote data storage and/or data backup files that are transitioned to an alternative provider.

Training Materials

1. Training Materials used on site will be removed as part of Disengagement.

2. Access to any Training materials on-line through web sites or other means will be disabled as of the effective date of Disengagement.

Work in Progress

1. Definitions
   a. “Work In Progress” means any Ticket open within the helpdesk system.

2. Both the Client and Service Provider acknowledge that work occurs on a daily basis regardless of the Transition that may take place.

3. The rate of Ticket Creation in the helpdesk system will not vary dramatically from historical trends during the Transition period.

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4. On the Disengagement Date, any remaining Tickets will be transitioned from Service Provider to the new provider or to the Client.

5. Any other Work in Progress not represented by a Ticket in the helpdesk system must be documented within the Transition Plan at the beginning of the Transition Process outlining specific actions and timelines for resolution.

Information & Reporting

1. Service Provider will provide to the Client up to 3 months of Ticket information in an Industry-standard file format.

2. Any Software licensing information acquired on behalf of the Client by Service Provider, and remaining with Service Provider, will be provided during Transition.

3. Service Provider will provide a file with the appropriate ID’s and Passwords required to manage the environment.
ADDENDUM 2 – Managed Service Costs
Managed Services

Civic ITC provides customized Managed Technology Services offerings to municipalities. Our managed services are tailored specifically to each city’s needs. Below are base configurations available to MARC members. Additional services can be added on top of the base configuration, such as video surveillance, outdoor WiFi, IoT sensors and more.

Managed Services (Sam)

Option Two is turn-key IT outsourcing. We can bundle every aspect of your IT infrastructure, connectivity and maintenance into one efficient package, and deliver it for a predictable monthly fee. We utilize the latest in cloud managed networking, security, and support to provide full service IT. Services include: Managed Wireless, Managed Switching, Managed Firewall, Datacenter Services (Servers, Storage), Back Up / Disaster Recovery, Help Desk Support, 24/7 Network Monitoring and response, and onsite support per service level agreement.

$1,500 / user / year

Managed Services (Sam) with/Voice

Option Two is turn-key IT outsourcing. We can bundle every aspect of your IT infrastructure, connectivity and maintenance into one efficient package, and deliver it for a predictable monthly fee. We utilize the latest in cloud managed networking, security, and support to provide full service IT. Services include: Managed Wireless, Managed Switching, Managed Firewall, Datacenter Services (Servers, Storage), Back Up / Disaster Recovery, Help Desk Support, 24/7 Network Monitoring, VoIP telephone service and response, and onsite support per service level agreement.

$1,515 / user / year
ADDENDUM 3 – Purchase Terms for Equipment, Software and Services
1. General Information:

1.1 Civic ITC shall provide products and services including pre-sales support, installation, engineering, helpdesk/telephone/electronic support, maintenance, and professional services for any member of the Mid-America Regional Council (“Client”), or other public entity or Civic organization (“Jurisdiction”), in accordance with the terms and conditions defined herein. “Customer” as used here in, refers to MARC or any entity purchasing under this procurement contract.

1.2 The acquisition of professional services is intended to support the design, acquisition and implementation of the Customer's technology applications and in concert with the provision of products acquired under the contract.

1.3 The Customer reserves the right to lease/purchase equipment under the contract.

1.4 Civic ITC shall provide new and unused equipment and accessories (equipment/accessories only certified as new shall not be acceptable) made of first class materials. Used, remanufactured, or refurbished equipment shall not be acceptable.

1.5 When the Customer places an order for products, installation, tracking and maintenance with Civic ITC they shall pay the price that is indicated in the contract.

1.6 The Customer may make advance deposits/payment for hardware maintenance and software maintenance (upgrades/new releases /technical support-type agreements) only.

2. Pre-Sales Support:

2.1 Civic ITC account management team shall provide pre-sales design to the Customer to allow the Customer to process an order, including, but not limited to, current and new product information, and product pricing. Once Civic ITC has provided enough pre-sales design and engineering support for the Customer to place an order, Civic ITC may charge for any additional on-site design and engineering support, if approved by the Customer. The contract must provide pre-sales design and engineering support on-site, by telephone, and by email.

2.2 Telephone and email pre-sales design and engineering support: Civic ITC will provide all telephone and email responses to pre-sales design and support requests within a reasonable amount of time after requested by the Customer.

2.3 On-site pre-sales design and engineering support: It shall be at the Customer's sole discretion to determine whether on-site pre-sales design and support is necessary. If the Customer determines on-site pre-sales design and engineering support is necessary, Civic ITC must notify the Customer before any billable on-site pre-sales support is performed. Civic ITC must utilize the firm, fixed professional service rates identified herein for all billable pre-sales support provided.

3. Installation:

3.1 Civic ITC may provide installation services for new systems upon request by the Customer. If the equipment is user-installable, Civic ITC may provide installation assistance (e.g. telephone support), if requested.
4. Training:

4.1 Civic ITC does not provide formal training classes. Knowledge transfer on project-related scopes shall be available at prescribed professional service rates.

5. Warranty:

5.1 Civic ITC must provide the available warranties from Manufacturers. Warranties shall pass through to the Customer and shall carry the terms as defined explicitly by the Manufacturer.

6. Delivery:

6.1 Customer is responsible for shipping unless Civic ITC leadership authorizes FOB included for a project, a purchase or a specific Customer.

6.2 Expedited Shipping: Expedited freight charges are a result of the Customer requesting expedited shipping (e.g. overnight, 2nd day service, etc.). Any such requests shall be in writing from the Customer and shall be billed to the Customer.

6.3 Delivery Timeframes: Civic ITC must deliver all products within thirty (30) calendar days after the contractor's receipt of a properly authorized purchase order unless the timeframe specified on the vendor website or as quoted to the Customer by the account management team at the time of order indicates otherwise.

6.4 Civic ITC must notify the Entity of a later delivery date should the actual delivery days exceed that which was previously specified. The Customer must authorize the late delivery, cancel the order, or modify the order to reflect an acceptable product substitution. Any such authorizations shall be in writing.

6.5 Damaged Product: The shipping company, Manufacturer or Distributor shall be responsible for replacing any item received in damaged condition at no cost to the Customer. This includes all shipping costs for returning non-functional items to Civic ITC for replacement.

7. Account Management:

7.1 Civic ITC must provide current product and pricing information to Customer through an account management team. Civic ITC shall assign an account management team to the Customer to ensure adequate oversight and ample support in assisting the Customer's needs.

7.2 Product/Pricing Assistance: The account management team must be able to assist Customer in obtaining product information, availability, pricing, and answering general questions about product compatibility, usability, etc.

7.3 Team Accessibility: The account management team must be accessible by both telephone and email between the hours of 8:00 a.m. and 5 p.m. Central Time, Monday through Friday, excluding holidays.
8. **Pricing:**

8.1 **Product and Maintenance Pricing:** Civic ITC shall invoice the Customer for all products provided under the contract based upon a firm, fixed discount off of the contract. Each quotation must include, at a minimum, the following information:

- Date the quote is generated;
- Appropriate Customer information (i.e. Customer number/identifier, address, etc.): Product description;
- Requested product quantity;
- Product unit price and total price.

8.2 **Professional Services Pricing:** Civic ITC shall invoice the Customer for all services provided under the contract in accordance with the pricing in the contract.

8.3 Spot pricing is allowed under this contract. Spot pricing must meet or exceed discounts listed in this contract.

9. **Order Processing:**

9.1 **Order Information:** Except as otherwise noted in herein, the Customer shall generate a purchase order based on product quotes obtained from the account management team or through product/pricing information obtained via the contractor's website. The Customer shall specify, at a minimum, the following information:

- Contract number; Order number;
- Customer number/identifier (if applicable);
- Customer contact (Entity's name, contact person [two (2) individuals if possible] and phone numbers);
- Contract line item number;
- Quantity;
- Unit price; and
- Any pertinent information relating to the product(s) and/or services requested (including brand/model, options, and any required services).

9.2 **Submittal of Order:** Civic ITC may accept orders in via mail, e-mail or fax.

9.3 **Order Substitutions:** Civic ITC shall not substitute any item(s)/component(s) ordered by a Customer until the contractor: 1) notifies the Entity in writing (email is acceptable if the designated contact has an email address, and 2) receives written approval from the Customer to proceed with the substitution.

9.4 **Substitution Authorization:** The Customer reserves the right to accept any proposed substitution offered by Civic ITC on the order; however, the Customer shall be final authority as to the acceptability of substitutions and reserves the right to accept or reject any substitution.

9.5 **Substitution Approval Form:** Civic ITC must provide a form for Customer to use to indicate their approval of a product substitution prior to the contractor's shipment of the substituted goods. This approval may be executed via email, fax, or hardcopy mail/delivery.

10. **Product and Maintenance Invoicing and Payment:**

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10.1  Generation of Invoice: Civic ITC shall generate an invoice to the ordering Entity which shall be itemized in accordance with the items listed on the purchase order. Terms are Net 30.

11.  Lease/Financing Program Requirements:

11.1  The Customer reserves the right to enter into lease/purchase financing agreement(s) as a result of the subsequent contract(s). In the event a using Entity requests financing of their purchase under the contract a mutually agreeable lease schedule shall be entered into between the Customer and the lessor. The Customer shall initiate a contract amendment for every lease exercised under the contract that shall include the specific terms and rates of the lease. Civic ITC at a minimum must have the ability to work with Cisco Capital and its financing partners to the benefit of the Customer. The Customer acknowledges that a contract assignment may be necessary as part of any lease exercised under the subsequent contract.

11.2  Should you have any questions about Leasing, please contact Civic ITC.

11.3  A purchase order must be submitted to Civic ITC by the leasing company and should identify in detail, the items being purchased and leased by the Customer.
Hardware & Software

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<th>Discount %</th>
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<tr>
<td>Cisco Maintenance</td>
<td>20% off GPL</td>
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<td>Microsoft</td>
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Hourly Service Rates

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<td>Senior Systems Engineer</td>
<td>$175.00</td>
</tr>
<tr>
<td>Programmer</td>
<td>$225.00</td>
</tr>
<tr>
<td>Network Engineer</td>
<td>$225.00</td>
</tr>
<tr>
<td>Systems Consultant</td>
<td>$225.00</td>
</tr>
<tr>
<td>Security Consultant</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

Security Services

Security Consultant $225.00 / hour

Civic ITC offers vulnerability audits / assessments, penetration testing, security reviews, and security policy and procedures mapping with industry standard best practices. Initial design and scoping services are provided at no cost.

Project-Based Pricing

Civic ITC offers project based consulting on an individually scoped basis for a fixed-fee. Project-based engagements shall be equal to or less than the hourly rates listed in the table above for the project.