



MANN INFORMATION TECHNOLOGY

Master Service Agreement

1.1 Agreement. This agreement is a technology consultant service agreement between Mann Information Technology LLC, 690 Vine Ct, Ann Arbor, MI 48103-2800 (Mann) and Green Oak Charter Township (Client).

2.1 Agreement Duration. This agreement starts when it is signed. It expires on June 30, 2023. The agreement will automatically renew on an annual basis, unless either party decides otherwise as outlined in 5.1. This agreement will automatically expire if all service addendums are terminated.

2.2 Annual Agreement Pricing . Mann may increase rates every January 1st to meet needs due to inflation. Increases must be within 3% of the CPI (Consumer Price Index) of the previous year.

2.3 Annual Per-Hour (T&M) Pricing. Mann may adjust at its own discretion the T&M Hourly Rate to support company and employment goals. Clients that have completed their initial contract term will be notified of the new rates.

2.4 Contract Transfer. Client may transfer this contract to another party with 90 days' written notice and written acceptance by an authorized Mann representative when it is associated with the sale or transfer of client's business. The remaining term, fees, and performance requirement will continue to be in effect. Mann reserves the right to transfer this agreement to another party in the event of a purchase or merger.

2.5 MFM Contract Guarantees. Mann agrees to honor MFM contract rates and pricing until June 30, 2023. Upon date a new contract may be negotiated.

3.1 Billing. Client agrees to pay Mann's posted hourly labor rate (current rates listed in Attachment A of this agreement). Client understands that the current hourly apply to the initial agreement term. Hourly rates will change per 2.3 of this agreement. Client is billed monthly with payment due within 21 days. Late payments and unpaid balances are subject to a 10% late fee compounded monthly.

3.2 Time Billed in 15 Minute Intervals. Mann will keep track of time spent, rounding to the next 15 minute interval. There will be a minimum 15 minute charge for service tickets, including phone calls, emails, remote control sessions, et al..

3.3 Not Included Unless Agreed Upon in Writing. Support phone calls, troubleshooting, and remote sessions will be billed in 15 minute increments. Expenses including but not limited to: new hardware, new software, domain names, hosting fees, backup & recovery services, and any/all additional software or services that are not specifically defined in the client agreement.

3.4 Onsite Visit Costs. Client will be billed at normal hourly rates for travel time to and from on-site appointments. This cost is in lieu of flat on-site visit cost and mileage.

3.5 Addendums. All addendums to this agreement incorporate by reference the terms this contract. Each addendum requires both to acknowledge the terms.

3.6 Expenses. Client will reimburse Mann for all reasonable expenses that were pre-authorized by the Client.

3.7 After Hours Support. After hours support is billed at 1.5x (150%) of the current hourly billing rate. After hours include Federal Holidays. Normal business hours are Monday through Friday 8:00AM to 5:00PM.

3.8 No Out-of-Warranty Guarantees. Mann does not guarantee work on hardware or software that is out of warranty. This includes anything that is at or near end-of-life. Examples includes machines running software that does not receive active support like Windows 7 or any software without active support subscriptions. Mann will provide best efforts for out-of-warranty or service software and hardware. These best efforts will be billed at current T&M rates and not as part of any recurring services.

4.1 Services. Mann agrees to provide the following technology services as an independent contractor if agreed upon by both parties:

- a. General Computer Network Support and Technology Consulting;
- b. Onsite and remote services;
- c. Interacting with Client's software and hardware vendors on an as-requested basis;
- d. Design, implement, support, monitor and report on Client's computer-related technology;
- e. Provide a proactive network monitoring service utilizing notifications automatically generated by the Client's computer systems if requested;
- f. Cabling, depending on complexity. Mann may not agree to certain cabling projects;
- g. Surveillance equipment installation;
- h. Other technology needs that fall within Mann's capabilities.

4.2 Services Selected. Client and Mann will decide which services Mann will provide. The above services list is for services available. Mann is not required to complete the services listed above by virtue of them being listed above.

4.3 Surveillance Equipment. Mann agrees that surveillance equipment installed by Mann will function properly once installation is complete. Client understands that surveillance equipment is not monitored and is subject to tampering. Client understands that surveillance equipment is not monitored by Mann and is not a substitute for monitored security. Client agrees to hold Mann harmless of any claims or liability in the event surveillance equipment is tampered with, compromised, stops working, or the like after installation is complete.

4.4 Network Monitoring. Client may agree to computer and network monitoring for an extra cost. Mann may monitor Client's computers and network devices to ensure that systems are properly

backed up. Mann may install anti-virus software and a remote control agent to provide remote support. Monitoring does not guarantee that computers and networks will be virus free. Computers and networks may still fail at no fault of Mann.

5.1 Termination by Client. Client may terminate this agreement at any time. If agreement is terminated prior to the end of the contract, Mann will remove all management and monitoring software that was installed by Mann from all computers and servers on a Time and Material basis (billable outside of the agreement). All other software purchased by Client or that existed on the systems will remain on Client's systems.

5.2 Termination by Mann. Mann may terminate this agreement due to breach of contract with 10 days written notice. Mann must provide client with written notice of each alleged breach. Client will have 10 days to cure each breach. This agreement is terminated if all breaches are not cured as prescribed. All outstanding balances are due when the contract is terminated.

5.3 Termination for Bankruptcy. Either party may terminate this agreement immediately by providing written notice to the other party, in the event that the other party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors of the affected party.

5.4 Property Return. Client will promptly return all property belonging to Mann. All property includes but is not limited to software, hardware, documents. Software purchased by Client will remain on client's systems until their license expires.

6.1 Camera Installations for Legal Use. Client agrees that all cameras are being used for lawful purposes. Mann does not and will not install cameras in private areas or if the installation is legally questionable.

6.2 Client Controlled Cameras. All cameras are to be positioned, controlled, and monitored exclusively by Client. Mann does not provide anything other than installation and support.

6.3 Camera Audio. It is Client's responsibility to turn on or off audio recording on the cameras. If Client decides to activate audio, then they are acknowledging that they are doing so legally. Client acknowledges that they are familiar with their local laws regarding recording others.

6.4 Illegal Camera Activity. If Mann discovers illegal activity from the use of the cameras, then they may have a duty to report the activity to the proper authority.

6.5 Camera Hold Harmless. Client agrees to hold Mann harmless of any and all claims, loss or damage, criminal or civil liability, and costs, including attorney's fees, as a result of the installation of the cameras. Client agrees to reimburse Mann for any costs or expenses relating to civil or criminal liability relating to the installation and/or use of cameras.

7.1 Confidentiality. Mann acknowledges that they may have access to Client's confidential and proprietary information. Mann agrees not to disclose any confidential information, indefinitely, to any person who is not authorized to have that information, unless required by law. Mann agrees not to use any confidential information for personal gain. Client can waive confidentiality. Client can give Mann permission to disclose, but it must be in writing. The expiration of this contract does not terminate confidentiality.

7.2 Confidentiality Breach. Client understands that network security is imperfect. Mann will maintain their best effort to prevent a breach. Mann will be held harmless by Client for any claims, damages, lawsuits, regulatory fees, or any liability, whether listed here or not, as a result of a breach except for intentional misconduct and gross negligence.

7.3 Protected Health Information. Mann agrees to keep confidential any protected health information they have access to as a result of this service contract. Mann agrees to follow privacy laws as outlined under HIPAA. Mann will not disclose protected health information to unauthorized parties.

7.4 Protected Health Information Breach. Mann will maintain their best effort to prevent a breach of protected health information including those where HIPAA applies. Mann will be held harmless by Client for any claims, damages, lawsuits, regulatory fees, or any liability, whether listed here or not, as a result of a breach, hacking, or cyber-attack, with exception for intentional misconduct or gross negligence by Mann.

7.5 Non-Solicitation of Employees. Client agrees that they will not solicit employees or contractors of Mann to leave or cause to leave the employment of Mann. Client agrees to not to offer work for hire as an employee or contractor to current employees of Mann. Breach of this section will cause irreparable harm to Mann IT, which financial compensation will not cure the issue.

10.1 Warranty Disclaimer. Neither Party makes any warranty with respect to any patents, know-how, licenses, technology, targets, goods, services, rights or other subject matter of this Agreement and hereby disclaims warranties of merchantability, fitness for a particular purpose and non-infringement with respect to any and all of the foregoing.

11.1 Cumulative Rights. The Parties' rights under this Agreement are cumulative. Rights are not be construed as exclusive of each other unless required by law.

12.1 Waiver. Parties agree that the provisions of this agreement are not waived if not enforced.

13.1 Severability. If any part of this Agreement is held unenforceable, the remainder of this Agreement continues in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then that provision is deemed to be construed as limited.

14.1 Entire Agreement. This Agreement is the entire agreement and supersedes any prior agreements between Mann and Client. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified in writing and must be signed by both Mann and Client.

15.1 Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Michigan.

16.1 Client and Mann Had Opportunity to Review. Client and Mann both had the opportunity to have an attorney review this contract.

17.1 Freely and Voluntarily Entering into this Contract. Client and Mann both enter into this agreement freely and voluntarily, without undue influence. Both parties are competent to sign contracts. Both parties read and understand the contents of this contract, and had the opportunity to

make changes prior to executing this agreement. This contract will not be construed against the drafting party.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above. This Agreement is signed in the State of Michigan.

CLIENT

MANN INFORMATION TECHNOLOGY LLC

Print: _____

Print: _____

Sign: _____

Sign: _____

Dated: _____

Dated: _____



MANN INFORMATION TECHNOLOGY

Service Addendum *Monthly Monitoring and Hourly Labor Rate*

1.1 Service Addendum. All terms of the Master Service Agreement are incorporated by reference to this Service Addendum.

1.2 Additional Services. All new services are agreed upon by both Mann and Client. Additional service addendums are required for any additional services requested after this document is signed.

1.3 Addendum Duration. This addendum starts when it is signed. It expires after one full year has passed. The addendum will automatically renew on a month-to-month basis, unless either party decides otherwise as outlined in 1.4.

1.4 Termination by Client. Client may terminate this addendum at any time. If addendum is terminated prior to the end of the contract, Mann will bill to remove all provided software from all computers and servers on a Time and Material basis.

Current MFM Pricing and Terms guaranteed through June 30, 2023:

Item	Qty	Price	Annual
<u>Agreement AV and Email Spam Filter</u>			
Township Office: \$11 per computer per month			
General PC diagnostics Anti Virus protection Patch Management Workstation Weekly Reports Dashboard Access for up to three employees Open DNS Web Security and Content Filter Email Spam filter with AppRiver Take Control Remote Support with Team Viewer	17	\$132.00	\$2,244.00
Fire Department: \$11 per computer per month			
General PC diagnostics Anti Virus protection Patch Management	9	\$132.00	\$1,188.00

Item	Qty	Price	Annual
Workstation Weekly Reports DNS Security Email Spam filter with AppRiver Take Control Remote Support with Team Viewer			
<u>Agreement Backup Service</u>			
Backup Service at \$95 per month - local server backup to USB drive and up to 500GB offsite backup. New server installed July 2015.	12	\$95.00	\$1,140.00
Backup Service Workstation - up to 100BG offsite storage - \$15 per month for Fire Department computer that hosts files and Fire Tools data.	12	\$15.00	\$180.00
<u>Agreement Microsoft 365</u>			
Microsoft 365 Business Standard	10	\$15.00	\$150.00 monthly
Microsoft 365 Business Basic	2	\$7.00	\$14.00 monthly
Proactive Server Monitor Service – 1.0 hour for the first server and 0.5 hours for each additional server. Total 1 server. 1.0 hours per month applied to support agreement.	1	1.0 labor hours per month	1.0 labor hours

Hourly Labor Rates (as of January 2022):

20 hour block @ \$135, 40 hour block @ \$125, 80 hour block @ \$115, or otherwise: \$155 per hour

Other Terms: Not billing for travel time for onsite visits. Counts updated monthly to the best of our ability. Microsoft costs are based on their current pricing and subject to change.

IN WITNESS WHEREOF, this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above. This Agreement is signed in the State of Michigan.

CLIENT

MANN INFORMATION TECHNOLOGY LLC

Print: _____

Print: _____

Sign: _____

Sign: _____

Dated: _____

Dated: _____