



LeapCare Agreement Complete Care Managed Services

1. Terms of Agreement

This Agreement between **City of Diamondhead, MS**, herein referred to as Client, and AGJ Systems & Networks Inc. (AGJ) is effective upon the date signed and shall remain in force for four years.

- a) This Agreement may be terminated by the Client upon sixty (60) days written notice if AGJ Systems:
 - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
 - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.

- b) If either party terminates this Agreement, AGJ will assist in the orderly termination of services, including transfer of services to another provider. Client agrees to pay AGJ the actual costs of rendering such assistance.

2. Coverage

All services will be provided to the Client during the hours of 8:00 am – 5:00 pm Monday through Friday (excluding AGJ holidays as listed on Appendix A). Network and Server Monitoring will be provided to the Client by AGJ through remote means 24/7/365. All services, as well as Services that fall outside this scope, will fall under the provisions of Appendix A. Hardware costs of any kind are not covered under the terms of this Agreement.

Support and Escalation

AGJ Systems will respond to Client's "Trouble Tickets" within four (4) hours for non-emergency issues and within one (1) hour for emergency issues. Trouble Tickets can be opened by email, phone, or through AGJ's client portal. Each call will be assigned a Trouble Ticket number for tracking. Travel to client's office/s within a 50-mile radius of AGJ's office is included in this agreement.

Service outside Normal Working Hours

Emergency services performed outside of the hours of 8:00 am – 5:00 pm Monday through Friday, excluding AGJ holidays, shall be subject to provisions of Appendix A.

Limitation of Liability

In no event shall AGJ be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

3. Client Equipment Covered

AGJ will provide monitoring, maintenance, helpdesk support, central services, network administration, and virtual CIO services for the Client's office. This agreement covers support for existing computers, servers, networking equipment, and mobile devices at the Client's office.

Item	Included	Qty
Locations	Yes	2
Helpdesk/Reactive Support Team (remote)	Yes	26 users
vCIO, Network Admin, Central Services	Yes	26 users
Allworx Phone System Management	No	
Offsite Backup (file level) for server	No	
BDR (Backup and DR server)	Yes	See Appendix B
Mobile Device Mgmt Software (MDM)	No	
Office 365 email Management	Yes	26 users
Antivirus/Advanced Threat Protection	Yes	26 users
LeapGuard UTM (Unified Threat Manager)	Yes	1 UTMs
Managed Wireless access point(s)	Yes	8 Access Points
Security Awareness Training and Notices (electronic)	Yes	26 users
Remote PC Access	Yes	26 users

4. Backup Protected Equipment and Retention Policy

As stated in Appendix B

5. Additional Services

Hardware/System Support

AGJ shall provide support for currently installed hardware and software, provided that all hardware is covered under a currently active vendor warranty; or replaceable parts be readily available, and **all software be genuine and vendor-supported**. Software patching is included for business application software. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be discussed with the Client and passed on to the Client. **Installation of new hardware and software is not included in this agreement.** Updates shall be performed at no charge during normal business hours. Upgrades are excluded from this Service Agreement. An update is a patch that is made available after the product has been released, often to solve problems or glitches, while an upgrade is the replacement of an older version of one product to a newer one.

Monitoring and Reporting Services

AGJ will provide ongoing monitoring of all critical devices as indicated in section 3 (above). AGJ will provide monthly reports as well as document critical alerts, scans, and event resolutions to Client. Additional reports (asset, licensing, etc.) can be provided at Client's request at no additional charge.

Virtual CIO and Network Admin

AGJ Systems will schedule quarterly or annual business reviews (depending upon the client size) with the Client to discuss the state of their current IT infrastructure, upcoming IT developments, and future technology plans of the Client. AGJ Systems will assist in developing an IT budget to meet the Client's future growth projections.

6. Excluded Services

Services rendered under this Agreement does not include:

- 1) The cost of any parts, equipment, or shipping charges of any kind.
- 2) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind (unless specifically stated in this contract). Antivirus and Antimalware software is included in this agreement.
- 3) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees.
- 4) Programming (modification of software code) unless as specified in section 3 (above).
- 5) Installation of new hardware or new software (e.g. line-of-business application).
- 6) Office Telephone System support unless specified in section 3 (above).

- 7) Mail security for non-Exchange environments.
- 8) Email Migration Projects
- 9) Camera Systems support unless specified in section 3 (above).

7. Confidentiality and Non-Compete

AGJ and its agents/employees will not use or disclose Client information, except as necessary to or consistent with providing the contracted services, and will protect against unauthorized use.

The Client agrees that without written consent, at all times while Client is employing the services of AGJ and for twelve (12) months after the contract period terminates, the Client will not solicit, hire, retain (including as a consultant) any employee or contractor of AGJ or any former employee who has left employment or contract within twelve (12) months prior to such hiring.

8. Miscellaneous

This Agreement shall be governed by the laws of the State of Mississippi. It constitutes the entire Agreement between the Client and AGJ Systems and no other promises or conditions were made or set in any other agreement, whether oral or written. This agreement supersedes any prior written or oral agreements between the parties, as of the date executed.

AGJ Systems is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

This agreement may be modified or amended, provided the amendment is made in writing, is mutually agreed upon and is signed by both parties' representative(s).

If any provisions of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. Failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.

For all Services provided by AGJ Systems and Networks, AGJ Systems and Networks will use commercially reasonable efforts to follow and recommend industry standard practices to protect all newly installed and Covered Equipment from infiltration. Client understands that, even with these precautions, its network, including any Covered Equipment, is susceptible to infiltration and that AGJ Systems and Networks cannot prevent or be held responsible for such infiltration. In the event of client network infiltration, both parties will work together to assess and minimize damages caused by infiltration and restore all services as quickly as possible. Customer is responsible for securing Cyber Security insurance to mitigate any damages or losses that may result from client network infiltration. AGJ Systems and Networks is not liable for any damages or losses suffered by client due to client network infiltration, and client hereby releases, discharges and holds harmless AGJ Systems and Networks and its employees, agents, officers and directors from and against all claims, liability, losses or damages, and expenses, including attorney's fees, relating to any client network infiltration.

9. Fees and Payment Schedule

Fees for the first year will be **\$2082** per month plus sales tax (sales tax will be added if applicable), invoiced to the Client on a monthly basis.

Fees will be increased 5% per year on the anniversary of this agreement. For example, year two will be the monthly price listed above plus an additional 5%.

All invoices are "Net 45" (due 45 days after the invoice date). A finance charge of 1.5% per month will be added to late invoices. If an invoice becomes 30 days past due, you will be notified and your account will be put on "credit hold." AGJ requires a 50% deposit on all hardware/software at the time of purchase. The remainder of the hardware/software purchase amount is due when the equipment is delivered.

It is understood that any and all Services requested by the Client that fall outside of the terms of this Agreement will be discussed with the client and billed as separate, individual services.

10. Acceptance of Service Agreement

This Service Agreement covers only those services and equipment listed in section 3 (above).

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:



Nikki Johns	AGJ Systems	Date
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Authorized Signature	Client	Date
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Appendix A

Service Rates

Labor	Rate
Remote and Onsite Server Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Printer Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite Network Mgmt. 8am-5pm M-F	INCLUDED
Remote and Onsite PC/Laptop Help Desk 8am-5pm M-F	INCLUDED
24x7x365 Server and Network Monitoring	INCLUDED
Server and PC Proactive Tasks	INCLUDED

Remote PC Management/Help Desk After Hours, Weekends and Holidays	\$150/hour
Remote Printer Management After Hours, Weekends and Holidays	\$150/hour
Remote Network Management After Hours, Weekends and Holidays	\$150/hour
Remote Server Management After Hours, Weekends and Holidays	\$150/hour
Onsite Labor After Hours, Weekends and Holidays	\$150/hour

Server Installations and Projects	\$135/hour
Software Deployment Projects	\$135/hour
New PC Pre-Config * AGJ Purchase	INCLUDED
New PC Pre-Config * Other Vendor Purchase	\$115/hour
New PC On Site Deployment	\$115/hour
Project Manager	\$135/hour
Travel Outside 50-miles (half rate)	\$57.50/hour

*PCs purchased by the client through AGJ will be Pre-configured (benched, 3 hours) at no charge. PCs purchased by the client through other vendors will be Pre-configured at the hourly rate referenced above.

We require Client to send specifications of any technology equipment to AGJ for review before purchase (review at no charge to Client). This will reduce problems with incorrect equipment/specifications if you choose to purchase through another vendor.

AGJ Holiday Schedule: New Year's Day, Mardi Gras, Easter, Memorial Day, Independence Day (4th of July), Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Appendix B



Backup and Disaster Recovery For Managed Clients

1. Coverage

All services will be provided to the Client per their Complete Care Agreement.

1. Backup agreement covers the monitoring and support of the backup activity on the selected PCs, servers, and the backup appliance (BDR) listed in section 4 below.
2. Backup agreement covers maintenance, warranty, and at our discretion, replacement of leased backup appliance (BDR).

Limitation of Liability

In no event shall AGJ Systems be held liable for indirect or consequential damages arising out of service provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Monitoring Services

AGJ Systems will provide ongoing monitoring of the backup solution indicated in section 4 (below). AGJ Systems will document and monitor all critical alerts, scans, and event resolutions related to the backup solution.

2. Backup Hardware/Software

AGJ Systems will monitor, manage, test, and maintain a backup and disaster recovery solution that provides local and offsite (cloud) image-based backups for the covered equipment (listed below). AGJ will maintain the warranty on the backup solution hardware provided. Restoration of files and other data recovery is not included in this contract.

All data is fully encrypted during transmission and while stored off-site. Upload speeds of 5 mb/s or greater are required for optimal off-site data transmission. Off-site transmission will be configured for off-peak hours (at night) when possible. Retention is subject to the capacity of the hardware and the amount of data generated by the client. AGJ estimates future capacity based on industry best practices.

3. Protected Equipment and Retention

LeapVault Pro is AGJ's onsite/offsite Backup and Disaster Recovery solution. It includes a leased BDR appliance (local repository with redundant storage that houses local backups) with continual monitoring. In the event of server failure, both onsite and offsite recovery solutions are available at client discretion. These solutions are designed to provide failover for your hardware while the server is repaired or the replacement is sourced. Backups are sent offsite nightly for cloud storage in case of a local disaster. Standard retention of nightly backups is 60 days onsite and 3 days in the cloud. AGJ performs quarterly backup restorations with business continuity testing.

AGJ Plan	Appliance Qty	Cloud Capacity/Retention	Local Retention	Equipment Covered
LeapVault Pro	1	Up to 2TB/3 Days	60 Days	2 Virtual Servers