

OVERVIEW

You (Organization Name), City of Laingsburg, located at (Organization Address) 114 S Woodhull Rd, Laingsburg, MI 48848. (“You”, “Yourself” or “Your”) are engaging us, Black Rock Technologies LLC, located at 6175 Jackson Rd Ste B, Ann Arbor, MI 48103 (“We”, “Us” or “Our”) to provide: The services to you as outlined in this Agreement for the pricing as outlined in our initial Proposal.

You: You have the authority to enter into this agreement on behalf of Your Organization and will do everything you can to allow Us to provide our world-class services to You.

Us: We have the experience and ability to do everything. We’ve agreed with You and We’ll do it all in a professional and timely manner.

We will endeavor to provide world-class support to You and on top of that We’ll maintain the confidentiality of everything We come across.

Of course, it is a little more complex than that and there are a few more areas we need to cover, so let’s get down to the Finer Details!

PROPOSAL

To provide a proposal for Managed IT Services (“Your IT Department”).

Black Rock Technologies would like to propose the following ongoing monthly IT support, service, and maintenance agreement:

MANAGED IT SERVICE PLAN INCLUDES:

- IT Support for up to __ users.
- Microsoft 365 Email Licenses for up to __ users.
- Network Administration Services
- Patch Management, Microsoft Updates, and 3rd Party Software updates
- Onsite and Cloud Data Backup Monitoring, Service & Maintenance
- BS&A Server System Monitoring Services
- Computer and Server, Software and Hardware Maintenance
- Firewall Support, Service and Maintenance
- Antivirus Software Alerting and Monitoring Services
- Email System Administration
- Technology Procurement Recommendations and Strategy Planning
- Vendor Management
- Hardware/Software Inventory Management.
- VPN configuration, Support, and Management
- Tablet/Smartphone Email Configuration and Support
- IT Project Management

COMMITMENT TERM

The minimum term is 3 years.

After the expiry of the Committed Term, an extension of the Term will automatically commence equal to the period of the original Committed Term, unless earlier terminated as outlined in the ‘Termination’ section below.

ESCALATION

While we strive to provide You with the best possible support at all levels, we leave an open communication channel right up to “the big boss” for you in the event you ever need to Escalate an issue further.

All Service Requests must be lodged through the help desk, support@black-rock.tech.

If You lodge a Service Request through an Escalation Channel, this will be treated as an “Emergency” Service Request and will be charged at the “Emergency” rate found on our Rate Schedule.

PRICE INCREASE

The prices for services provided under this agreement shall be subject to a minimum annual increase of 5% each year to cover the cost of inflation and doing business. The annual price adjustment will take effect in Q1 of each year.

OUR RESPONSIBILITIES

OUR RESPONSE TIME GUARANTEE

We agree to respond to your Service Requests within the Maximum time frames set out in **Appendix A**.

If the response time to an incident exceeds the times set out in **Appendix A** and provided that you reported the incident to Us via the methods as set out in Our General Terms and Conditions, You may make a claim for credit within 7 days of the incident in writing to invoices@black-rock.tech.

If We agree Your claim is valid, You will be credited 1.5% of the monthly Agreement amount (this does not include any additional charges incurred in that month) of the month of the incident, to a maximum of 3% per month.

For our hourly and Co-Managed Support customers, if the support request is lodged outside Our Business Hours Our Response Time Guaranteed does not apply. We will still work on your Service Request as fast as possible, however, it will be on a best-effort basis.

Response Times are calculated as per the Definition as outlined in **Appendix E**.

Response Times are Guaranteed maximum times to respond to a Service Request.

Please see **Appendix B** for a list of the types of Service Requests that our Response Time Guarantee does not apply to.

SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

These priorities tie directly in with Our Response Time Guarantee to provide you with information about how quickly We will respond to Your issues.

If you require a Service Request that would normally be classed as a High, Medium or Low priority to be escalated and remediated as a Critical Priority – then You can request for an “Emergency”. Please see our Rate Schedule for more information on “Emergency”.

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

WHAT'S COVERED

As part of this Agreement, we endeavor to include all of the day-to-day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in **Appendix C**.

It is important to note that anything not included in **Appendix C** is explicitly excluded from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.

From time to time, we may provide support for items not explicitly included in **Appendix C** without charge – however, we will do this at our sole discretion.

SCHEDULED SITE VISITS

As part of this Agreement, we will perform Quarterly Onsite Visits as indicated in the Proposal, **as needed**.

These visits are up to 4 hours in length.

During these visits, we will perform a physical inspection and clean, if necessary, all your Networking and Server Infrastructure at your main site.

In the event of adverse weather conditions, including but not limited to heavy snowfall, ice storms, or severe storms, Black Rock Technologies holds the right to prioritize the safety of its employees and clients. This may include the implementation of alternative work arrangements, such as remote work or the rescheduling of meetings. We strongly discourage non-essential travel during inclement weather, and any decisions regarding travel will be made based on thorough assessments of safety risks.

NON-EMERGENCY SITE VISITS

For all support requests requiring onsite support at the client's premises, a standard service fee of \$99 will be applied. After the initial hour, additional time spent on support services will be billed at \$99/hr in 0.5-hour increments to ensure fairness and accuracy in billing.

Keep in mind that virtually all tickets can be resolved remotely and if we are unable to resolve them remotely, we will be on-site within 5-10 business days. A Non-Emergency Site Visit is simply a request from a customer for Black Rock Tech to come onsite to resolve the issue within 10 business days of submitting the ticket.

Scope of Onsite Support: This includes troubleshooting all items listed in **Appendix C** that cannot be resolved remotely and at the request of the customer must be resolved onsite within 10 business days of the ticket submission.

For all out-of-scope items, **all items not listed in Appendix C**, requiring onsite support, the project rate of \$175/hr will be applied.

Request Submission: All non-emergency service requests must be submitted through the help desk.

Technician Availability: While we strive to address and accommodate onsite support requests promptly, we cannot guarantee the availability of a technician on any specific date. Our team will make all reasonable efforts to meet your needs in a timely and efficient manner, prioritizing urgent issues to minimize any potential impact on your operations.

In the event of adverse weather conditions, including but not limited to heavy snowfall, ice storms, or severe storms, Black Rock Technologies holds the right to prioritize the safety of its employees and clients. This may include the implementation of alternative work arrangements, such as remote work or the rescheduling of meetings. We strongly discourage non-essential travel during inclement weather, and any decisions regarding travel will be made based on thorough assessments of safety risks.

EMERGENCY SITE VISITS

In the event of an emergency service request initiated by the Client, Black Rock Tech agrees to deploy a technician to arrive onsite within 48 hours following mutual confirmation between the Client and Black Rock Tech that the incident in question qualifies as an "Emergency" pursuant to the criteria outlined below:

Confirmation Process: Upon receipt of an emergency service request, Black Rock Tech will promptly review the situation in consultation with the Client. Both parties must agree that the situation meets the established definition of an Emergency before deploying onsite support.

Terms of Deployment: Following the mutual agreement that an incident qualifies as an Emergency, Black Rock Tech commits to ensuring that a technician is dispatched and arrives at the Client's premises within the specified 48-hour timeframe to address and resolve the issue.

Emergency Request Definition: An "Emergency" is defined as any situation that poses an immediate risk to the organization, such as loss of data, hardware failure, or a cybersecurity incident.

- A \$300 emergency response fee will be charged per incident.
- An hourly service fee of \$175 per hour during business hours for emergency support.
- An hourly service fee of \$275 per hour for after-hours emergency support.

Request Submission: All emergency service requests must be submitted through the help desk.

In the event of adverse weather conditions, including but not limited to heavy snowfall, ice storms, or severe storms, Black Rock Technologies holds the right to prioritize the safety of its employees and clients. This may include the implementation of alternative work arrangements, such as remote work or the rescheduling of meetings. We strongly discourage non-essential travel during inclement weather, and any decisions regarding travel will be made based on thorough assessments of safety risks.

REPORTING

Each quarter, we will email Your Primary IT Contact a list of any Service Requests that we currently have in Our system that are currently waiting on input from You. This is to help figure out what Service Requests may be on hold while We are waiting on more information from someone on Your team.

Each quarter, we will email an Executive Summary report to Your Primary IT Contact with metrics from the previous quarter's use of our services.

This report may contain metrics such as:

- Number of Service Requests Opened and Closed for the Quarter
- Cybersecurity Posture
- Service Request Types (by Category)
- Projects we're working on

We may modify the metrics We use in this report from time to time as We continually improve how we report to Our clients.

ANNUAL BUSINESS REVIEWS

As part of this Agreement – each year We will provide You with a Business Review Session via Teams or Zoom. Think of this session as meeting with your Virtual IT Manager.

In this session, we run through items such as, but limited to, the following:

- Yearly Metrics
- Your Plans for the Next Year
- Refresh Cycle Update / Minimum Standards
- Technology Budget Update
- Technology Update
- Anything else you need to raise/discuss related to your IT

You agree to allocate 2 hours to each of these sessions to ensure that We can provide our Service to You at the world class levels that We strive for.

You agree to give us at least 5 Business Days' notice if you need to re-schedule or amend an upcoming Annual Business Review. If You don't give us at least 5 Business Days' notice, that Annual Business Review will still be counted as used.

YOUR RESPONSIBILITIES

APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all the Approved software that can be installed on any of the Computers or Devices covered by this Agreement.

This doesn't mean that all other software can't be installed – it simply means that if other software is installed, then it's up to our sole discretion whether we cover any Service Requests related any other Software under the scope of this Agreement.

If We deem any Service Requests to be Out of the scope of This Agreement, We will ask for Your approval before performing any work.

This list may change over the time we work together under this Agreement. We will email any updates to this list to Your Primary IT Contact.

LODGING OF SERVICE REQUESTS

The process for lodging Service Requests is outlined in Our General Terms and Conditions as referenced in the General Section of this Agreement.

All Service Requests must be lodged via the Help Desk (support@black-rock.tech) only otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these.

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorized to lodge Service Requests, as all requests received by us will allocated against this Agreement.

ACCESS REQUIREMENTS

You agree to allow Us full and free access to Your computers, and associated equipment. Your premises and Your team for the purposes of providing the Services in this Agreement.

If there is anything that interferes with our access, we may in our absolute discretion charge You for any extra time incurred.

PRIMARY IT CONTACTS

You agree to nominate from Your team a Primary IT Contact and a Secondary IT Contact (who We will treat as the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening, your Team is to channel all communication through these people during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist Our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide the details of your nominated Primary and Secondary IT Contacts during your Onboarding process, and you agree to update us if and when these Contacts change during the Term of this Agreement.

APPENDIX A

GUARANTEED RESPONSE TIMES & PRIORITY LEVELS

The following table shows the Guaranteed Response times for each priority level and provides priority-level examples.

While we commit to a one-hour response time, it is acknowledged and agreed by both parties that Black Rock Tech does not guarantee a specific time frame for the complete resolution or closure of the submitted ticket. The time required to resolve a ticket fully may vary based on the complexity and nature of the issue, availability of necessary resources, and other variable factors that may arise during the troubleshooting and resolution process.

PRIORITY	EXAMPLES	GUARANTEED RESPONSE TIMES
Critical	Your Server is offline, and all users are unable to work.	1 Hour
Critical	One of your Network Switches has failed and stopped half the company from working.	1 Hour
Critical	A VPN link between 2 x offices is offline causing one office to be unable to work.	1 Hour
High	Your Internet Connection is offline, users can still work locally	1 Hour
High	Your supervisor's computer has stopped working	1 Hour
High	Your main software has stopped working	1 Hour
Medium	A user's desktop will not turn on so they can't work	1 Hour
Medium	One of the main printers is not working, but users can print to another one	1 Hour
Medium	A user is having problems connecting to the Wireless network	1 Hour

Low	Printing is slower than normal	1 Hour
Low	A single user is unable to scan	1 Hour
Low	A user needs a program installed on their PC	1 Hour
No Priority	Pro-active maintenance of systems	N/A

APPENDIX B

RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

- Additions, moves or changes to users, devices, configurations, or networks.
- Issues lodged in any other manner than specified in this Agreement and our *General Terms and Conditions*
- Issues lodged outside Our Business Hours – Monday-Friday 9am-5pm.
- Items caused by Hardware or Software not meeting our Minimum Standards
- Service Requests related to Software not on our Approved Software List (see Appendix D)
- Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
- Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- Service Requests for issues related to user-initiated Virus and Malware Infections
- Service Requests for Issues involving the sourcing of hardware/software
- Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

APPENDIX C

AGREEMENT INCLUSION LIST

DESCRIPTION	FREQUENCY	INCLUDED
CONSULTING		
Remote Quarterly Business Review (QBR)	Quarterly	YES
Google/Microsoft Office 365 Training (Up to 2 hours per quarter)	As Needed	YES
DESKTOP, LAPTOPS AND SERVERS		
Setup New Profiles on Desktops and Laptops	As Needed	YES

Add / Edit / Delete User Accounts	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Setup & Maintain Network Drives	As Needed	YES
Restore Files from Backups (1)	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues (3)	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing (3)	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Daily	YES
Update Approved 3rd Party Applications (Adobe Reader, Chrome, Zoom, Java, 7-Zip)	Daily	YES
Monitor all Critical Server and Computer Services and Fix	24x7x365	YES
Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions +Updating Correctly	24x7x365	YES
Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES
Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES
Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES
Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practise Security Policies	On-Going	YES
BACKUPS AND DISASTER RECOVERY		
Monitor Server and Computer Backups (1)	24x7x365	YES
Troubleshoot Server and Computer Backup Failures (1)	As Needed	YES
Monitor Google/Microsoft 365 Backups (1)	24x7x365	YES
Troubleshoot Google/Microsoft Backup Failures (1)	As Needed	YES

Manual Test Restore & Report of All Approved Backups (1)	Monthly	YES
PRINTERS		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
Troubleshoot Printer Hardware Issues (3)	As Needed	YES
Warranty Claim Processing (3)	As Needed	YES
NETWORK		
Troubleshoot Internet Service Provider Issues & Outages	As Needed	YES
Troubleshoot Network Switch Issues	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues	As Needed	YES
Update Wi-Fi SSID / Keys	As Needed	YES
Troubleshoot Router Issues	As Needed	YES
Troubleshoot Firewall Issues	As Needed	YES
Firewall Security Audit and Adjustment	Monthly	YES
Monitor Network Switches Operations & Availability	24x7x365	YES
Monitor Wi-Fi Access Points Operations & Availability	24x7x365	YES
Monitor Router Operations & Availability	24x7x365	YES
Monitor Firewall Operations & Availability	24x7x365	YES
Warranty Claim Processing(3)	As Needed	YES
DOMAIN NAMES		
Add / Edit / Delete MX Records	As Needed	YES
Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES
Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES
MOBILE PHONES & TABLETS		
Configure Multi-Factor Authentication App (2)	As Needed	YES
Configure Outlook or Mail App (2)	As Needed	YES

Configure OneDrive for Business App (2)	As Needed	YES
Configure Google Drive App (2)	As Needed	YES

GOOGLE/MICROSOFT 365		
Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups (1)	As Needed	YES
Install & Connect OneDrive Desktop Client (2)	As Needed	YES
Install & Connect Microsoft Office Apps (2)	As Needed	YES
Install & Connect Teams Desktop Client (2)	As Needed	YES

(1) Only applies to when using the Backup Platforms in our Recommended Technology Platform.

(2) This assumes that you already have the back-end systems and company-wide configurations all setup and configured for this product. If you don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.

(3) As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell and install.

As such, if the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.

APPENDIX D

APPROVED SOFTWARE LIST

- Microsoft Software – *Microsoft Office Suite, Edge*
- Adobe Applications – *Reader, Air*
- 7 Zip
- Black Rock Tech Endpoint Protection
- Black Rock Tech RMM Agent
- BS&A

APPENDIX E

DEFINITIONS & INTERPRETATIONS

“**Agreement**” means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal;

“**Plan Fee**” means a quote provided to You by Us;

“**Proposal**” means a Quote or Proposal provided to You by Us;

“**Rate Schedule**” means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in Our absolute discretion;

“**Response Time**” Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in our *General Terms and Conditions* and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times.

"**Services**" means the provision of any services by Us including Work, advice and recommendations;

"**Service Request**" means any request for work that either you ask us to perform or we perform proactively on your behalf;

"**Software**" includes software and any installation, update, associated software and any services provided in connection with any of these things;

GENERAL Terms & Conditions

LIMITATION OF LIABILITY

Black Rock Technologies shall perform all services using the same level of care or better than expected in the industry. However, in no event shall Black Rock Technologies be held liable for indirect, special, incidental, 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 and damages.

Cybersecurity services do not provide guarantees against security breaches. The service provides education and tools to help implement data security and protections. It should also be noted that the Baseline Phishing and Training is not legal advice. Consult with legal counsel to ensure a full legal interpretation of federal, state and local laws.

By utilizing the cybersecurity services provided by Black Rock Technologies, the Client acknowledges having read, understood, and agreed to this Limitation of Liability Statement, embodying their agreement not to hold Black Rock Technologies liable as discussed herein.

OUT-OF-HOURS RATE

1. The hourly labor rate for any onsite work performed outside of normal business hours by Black Rock Technologies may be subject to an increased hourly rate of \$200.
2. Normal business hours refer to the hours between 9:00 AM and 5:00 PM on weekdays.
3. The hourly labor rate for any work performed on weekends by Black Rock Technologies may be subject to an increased hourly rate of \$275 per hour.
4. Weekend work refers to any work performed on Saturdays and Sundays.
5. The customer must provide written authorization for all Out-of-Hours work to be performed, and the hourly rate of will be applied to all hours worked.
6. If the project is cancelled or postponed by the customer after weekend work has been authorized, the customer will be responsible for paying the hourly rate of for any hours worked during the authorized Out-of-Hours work period.
7. Black Rock Technologies reserves the right to decline any authorization for weekend work or to adjust the hourly rate for weekend work at its sole discretion.

8. The customer acknowledges that the hourly rate for Out-of-Hours work is higher due to the premium cost of labor outside normal business hours and weekends.

9. The customer acknowledges that it has read and understands these terms and conditions and agrees to be bound by them.

EMERGENCY & OUT OF SCOPE WORK

Black Rock Technologies is responsible for performing only the Services described in this Statement of Work Agreement. Any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of scope. All services requested outside of this SOW as detailed above will require a "Change Order" before any services are performed. "Change Order" must be agreed upon by all parties and signed.

1. The customer agrees to pay a rate of \$175 per hour for all out-of-scope labor performed on a time and materials basis.
2. Out-of-scope labor includes any work requested by the customer that is not covered under the original project scope or contract agreement.
3. Black Rock Technologies will notify the customer in writing of any out-of-scope work requested by the customer, including a description of the work and an estimate of the additional time required to complete the work.
4. The customer must approve any out-of-scope work in writing before Black Rock Technologies begins work on the additional tasks.
5. Black Rock Technologies will provide an invoice for all out-of-scope work performed, detailing the work performed and the time spent on each task.
6. The customer agrees to pay all invoices within 30 days of receipt.

CONFIDENTIALITY

Black Rock Technologies and its agents will not use or disclose any Client information, except as necessary for or consistent with providing the contracted services and will use our best efforts to protect against unauthorized use.

PAYMENT METHODS

Payments can be made via check or ACH.

PRICE AND TERM VALIDITY

The price displayed on this document is valid for 30 days from the date of submission.

DISCOUNTED PAYMENT TERMS

a. In the event that the Municipality elects to terminate this Agreement prior to the expiration of the term of the contract for any reason other than for cause attributable to the Service Provider, it is hereby agreed that no refund shall be provided for any payments already tendered. This no-refund policy applies irrespective of whether the payment was made monthly, quarterly, yearly, or fully upfront.

Payment Frequency Options

a. The Municipality may select from the following payment frequency options:

- i. Monthly Payments with no discount.
- ii. Quarterly Installment Payments with a discount.
- iii. Annual Lump-Sum Payment with a discount.
- iv. Full Upfront Payment with a discount.

Payment Discounts

- Monthly Payments:
 - Payments made on a monthly basis shall receive a 0% discount. Invoices for these payments shall be generated monthly with no discount applied.
- Quarterly Installments:
 - Should the Municipality choose to make payments in four (4) equal quarterly installments, a discount of 5% shall apply to the total invoice amount. Invoices for these payments shall be generated quarterly.
- Annual Lump-Sum:
 - If the Municipality elects to pay each year's fees in a single lump-sum payment, the Municipality shall receive a 10% discount off the total invoice amount. The invoice for this payment shall be generated annually, on the anniversary of the contract start date.
- Full Upfront Payment:
 - In the event that the Municipality pays the total amount of the contract in full at the contract start date, a discount of 15% off the total contract amount shall be applied.

No Refunds Upon Cancellation

In the event that the Municipality elects to terminate this Agreement prior to the expiration of the term of the contract for any reason other than for cause attributable to Black Rock Technologies, it is hereby agreed that no refund shall be provided for any payments already tendered. This no-refund policy applies irrespective of whether the payment was made quarterly, yearly, or fully upfront.

Black Rock Technologies shall be entitled to retain all monies paid prior to the termination, and no part of such monies shall be refunded, as compensation for administrative costs, services provided, and allocation of resources in reliance on the full term of the Agreement.

COMMITMENT TERM

The minimum term that You have agreed to use our services is outlined in our In-Scope Services to you and is referred to as the Commitment Term.

After the expiry of the Committed Term, an extension of the Term will automatically commence equal to the period of the original Committed Term, unless earlier terminated as outlined in the 'Termination' section below.

TERMINATION

Whenever either of the parties determines that Termination of this Agreement is in such party's best interest, then the Agreement may be terminated by providing ninety (90) days written notice to the other party. All Termination requests must be made in writing to: invoices@black-rock.tech.

If the Client elects to terminate the Agreement with less than ninety (90) days written notice, the Client shall be liable to pay Black Rock Tech an early termination fee equivalent to the balance of the fees that would have been payable by the Client for the remainder of the 90-day notice period. This clause is designed to ensure that Black Rock Tech is compensated for potential losses due to a shorter notice period while providing an option for the Client to exit the Agreement early, under specific financial conditions.

OFFBOARDING FEE

Upon termination of this contract by the Client for any reason other than the breach of contract on the part of the Service Provider, an offboarding fee shall apply. The offboarding fee is designed to cover the costs associated with the transition of services back to the Client or to a new service provider, including but not limited to data migration, employee training, and final documentation.

- Final Invoice Offboarding Fee: The Client will be charged a flat offboarding fee of \$750. This fee will be included in the final invoice issued following the termination notification date.
- Ongoing Support Fee: In addition to the flat offboarding fee, should You require ongoing support from the Service Provider beyond the termination date for services including, but not limited to, consultation, technical support, and data

management, an hourly rate of \$175 will be charged. This rate is applicable for each hour of support provided by the Service Provider or any of its representatives.

Invoicing and Payment

The final offboarding fee of \$750, along with any accrued hourly fees for ongoing support, will be invoiced to the Client within 30 business days following the contract termination date.

Payment of the final invoice, including the offboarding fee and any ongoing support fees, is due upon receipt of the invoice. Late payments may be subject to additional charges.

TERMS AND CONDITIONS

WARRANTY

1. Black Rock Technologies warrants that all work performed under this agreement will be performed in a professional and workmanlike manner, in accordance with industry standards and best practices.
2. The warranty period for all work performed under this agreement shall be 14 days from the date of completion of the work.
3. The customer must notify Black Rock Technologies in writing of any defects or deficiencies in the work performed within the warranty period.
4. The warranty provided by Black Rock Technologies does not cover any defects or deficiencies caused by the customer's misuse, negligence, or failure to follow Black Rock Technologies instructions.
5. Black Rock Technologies shall have the right to inspect any alleged defects or deficiencies before making any repairs or replacements.
6. All equipment provided by Black Rock Technologies to the customer is covered by the manufacturer's warranty.
7. The customer acknowledges that Black Rock Technologies is not responsible for any warranty repairs or replacements of equipment provided under this agreement.
8. Any warranty claims or repairs must be made directly with the manufacturer of the equipment.
9. Black Rock Technologies will not be responsible for any costs or damages incurred as a result of equipment failure, including but not limited to, lost profits, downtime, repair costs, or replacement costs.

PAYMENT & RATE SCHEDULE

1. **Your Monthly Service Fee:** Due 1st of the month – Due upon receipt.
2. **One-Time Setup and Onboarding Fee:** Due before the contract start date.
3. **Upon approval:**
 - a. \$99/hr for all on-site support.
 - b. \$175/hr for all out-of-scope projects.
 - c. \$200/hr for after-hours remote support or remote emergency support.
 - d. \$275/hr for after-hours onsite support, emergency support, and weekends.

Your Investment

Description	Item	Price
<ul style="list-style-type: none"> ✓ Tech Tune-up - If it's not working or just "not right" we fix it during the first 30 days at no extra cost. ✓ Unlimited Remote Support - Monday-Friday 9am-5pm. ✓ Unlimited IT consulting per month ✓ Quarterly Scheduled Onsite Visit ✓ Emergency Onsite Visit within 48 hours of a declared emergency. ✓ Fanatical 1-hour response time from a human! ✓ We protect all of your computers and servers from malware, viruses, and ransomware. ✓ We back up all of your data. ✓ We monitor and patch all of your computers and servers. ✓ We provide all your employees with a proprietary password management tool. No more lost or forgotten passwords! ✓ We provide annual cyber security awareness training to your employees. ✓ We provide additional email phishing protection and simulation testing for all employees. ✓ Quarterly and Annual Tech Reviews. ✓ \$99 /hr for all on-site support. ✓ \$175 /hr for all out-of-scope projects. ✓ \$200 /hr for after-hours support or emergency support. ✓ \$275 /hr for after-hours onsite support, emergency support, and weekends. 	\$1,200.00	\$1,200.00 / month

Subtotal \$1,200.00 / month

Setup and Onboarding

Description	Item	Price
One-time Setup and Onboarding Fee	\$3,500.00	\$3,500.00

Subtotal	\$3,500.00
Total One Off	\$3,500.00
Total Recurring	\$1,200.00 / month
Total Due Today Excluding Tax	\$3,500.00
Total Due Today	\$3,500.00

Grand Total Due Today \$3,500.00

AGREEMENT

IN WITNESS HEREOF, the parties hereto have caused this Statement of Work Agreement to be executed by their duly authorized representatives on the dates set forth below.

Accept

Name

Email

Organization (Optional)

Signature

Date