



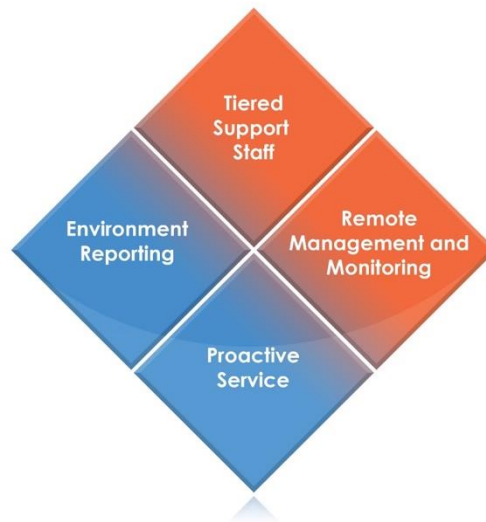
MANAGED SERVICE AGREEMENT

PREPARED FOR: City of McCleary DATE: November 1, 2024

EXECUTIVE SUMMARY

Since 1993, Right! Systems, Inc. has provided business-driven, multi-vendor IT solutions to clients worldwide. Drawing on deep industry expertise and a portfolio of interrelated consulting, application, and infrastructure services, our solutions can help you gain control of your enterprise-wide technology, increase productivity and end-user satisfaction, refocus talent and energies on your core business, and decrease total cost of ownership. Our ability to provide solutions that adapt to our customers' ever-changing markets begins with a collaborative effort that allows you to seamlessly integrate technologies to meet your changing needs. As a leading technology services company and a comprehensive provider of consulting, integration, procurement and support services, Right! Systems professionals are there every step of the way. We work directly with you to provide insightful analysis and industry-specific counsel on strategy, best-practices, technology and management; from the design stage through implementation and beyond you can be sure we have a solution that will work for you.

THE RSI SUPPORT DIAMOND



Tiered Support Staff:

RSI utilizes a 3-tiered support staff of local engineers based in the Pacific Northwest. Our tiers are designed to help our customers get access to the engineering resources they need- right when they need it.

Remote Management and Monitoring

At the core of RSI's managed service practice is our remote management platform. RSI is able to monitor and alert on thresholds defined by both RSI and the customer utilizing 3rd party tools. This allows our support staff to actively monitor your environment and make sure everything is running as expected. Alert histories are preserved as allowed by each tool, allowing us to look at trends, and forecast possible outages in the future.

Environment Reporting

Included with all RSI managed service contracts is your company's entitlement to reports delivered on a regular basis.

Proactive Service

Utilizing all the previously outlined areas of RSI's managed service practice, Right Systems is able to get ahead of issues we see on the horizon. We look at your infrastructure's service dashboards each day and notate areas that might pose potential issues down the road. We prefer to deal with issues from a proactive perspective, making recommendations for upgrades and future projects when applicable, rather than rely solely on reactive.

SCOPE OF OFFERING

The following section defines the activities, services levels and procedures associated with the Managed Service offering for City of McCleary. For further definition of what is included in coverage, see Appendix A – Coverage and Current Equipment.

Service Desk

Tier 1 Service Desk Support

- Normal business hours as defined in Service Level Objectives
 - Onboarding/job changes/Offboarding
 - Account management
 - Day to day end user productivity support
- After hours and weekend on-call hours as defined in Service Level Objectives
 - After hours support by tier 1 support staff with escalation to tier 2 as defined in Service Level Objectives
- ConnectWise Ticket system access
- Reporting
 - Monthly BrightGauge report
 - Monthly SmileBack CSAT report

Infrastructure Support

- Operational Management and Remote Tier 2 and 3 support
- Monitoring and Incident Remediation
 - Issue resolution
 - Root cause analysis of problems that have occurred
 - Identification of resolution and preventative measures
- Alerting and Notification
 - Availability monitoring
 - Performance monitoring: CPU, Memory and Disk space, network down
 - The health of the underlying managed platform
- Change Management and control
- Regular preventative maintenance and patching in accordance with agreed upon schedule
- License governance: Manage license usage and allocation
- Network
 - Firewall: Fortinet 4 – 1 each site
 - Switches: Aruba
 - 1 - City Hall
 - 3 – Netgear switches at small sites
 - Access Points
 - Fortinet (4)
 - Support
 - Firewall policies and security profiles

- Firewall ports, services, and applications
 - Interface bandwidth and utilization
 - VPN support
 - System performance
 - Incident troubleshooting
 - Semi-Annual firmware updates
 - Out of band updates in accordance with vendor released critical vulnerabilities
 - Network device monitoring
 - Review supported firmware versions monthly
- Datacenter
 - Virtualization Infrastructure
 - Monitoring
 - Administration
 - Hosts
 - Microsoft Hyper-V (1)
 - Physical (2)
 - Virtual Machines
 - (5) Windows Servers
 - Microsoft 365
 - Exchange Online administration
- End User and Cloud Services
 - Escalated End User support
 - Microsoft Intune
 - Device enrollment and reset
 - Security baselines
 - Security Profiles
 - Application deployment
 - Configuration profiles
 - Enroll devices and validate functionality
 - Print Management
- Security
 - Microsoft 365
 - Microsoft Entra Identity Management
 - Conditional access policy management
 - Microsoft Multi-Factor authentication
 - Microsoft Cloud App Security
 - General administration and support
 - Antivirus
 - Sophos
 - Vulnerability reporting and response
 - High
 - Critical

- See Appendix A for additional support details











Services	
Microsoft CSP License Management	NO
Proactive Management	8am-5pm, Monday-Friday
Monitoring & Critical Issue Support	24x7x365
On Demand Monthly Reporting	YES
Quarterly Business Reviews	YES
Quarterly Engineering Security Review	NO
Project Coordinator Support	NO
As Needed on-site Support	NO
Inventory Management	NO
CJIS Certification Requirements	YES
Vendor Management (limited to named vendors only) Microsoft Assured Data Protection (Rubrik vendor) Fortinet HP Sophos Comcast	YES
Patching – list systems in coverage Network Firmware Microsoft Operating System	Mutually agreeable schedule
In-place System upgrades	Mutually agreeable schedule
Customer-owned Backup Management Rubrik	Mutually agreeable schedule

	Service
Onboarding	<ul style="list-style-type: none"> • STAGE 1 – Police Department IT Optimization <ul style="list-style-type: none"> ○ Kickoff call to review project scope and readiness ○ Connect City and Police networks ○ Consolidate environment into 1 domain ○ Migrate PC's into a single domain ○ Create new Windows file server ○ Perform migration of Police Department files to new file server ○ Infrastructure rebuild and recovery ○ Test and validate configuration, resolve issues as they arise • Deliverables <ul style="list-style-type: none"> ○ City and Police Department IT environments consolidated into a single environment, logically separated. <p>Assumptions:</p> <ul style="list-style-type: none"> • All hardware on contract will be supportable by the OEM. Any hardware not OEM supported will be supported on a best effort basis. • All software on contract will be supportable by the OEM. Any software not an OEM supported version will be supported on a best effort basis. • All core infrastructure equipment will have OEM support available and current maintenance. Any core infrastructure equipment without OEM and current maintenance will be supported version will be supported on a best effort basis. • Environment is currently stable and up to best practices. Unstable aspects of the environment will be supported on a best effort basis. • Documentation on current state will be provided on a best effort basis by customer including: network diagram, current directory structure, configuration workbooks, vendor and phone contacts, full inventory of covered equipment. • If RSI need to upgrade or replace any systems to meet the above standards, then additional charges for equipment and

	services will be charged via a change request or addendum to this contract.
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Support	
Standard Operating Procedure	<ul style="list-style-type: none"> • Tickets are defined as issues and problems that are user-impacting and not administrative in nature. • Tickets can be initiated via email or phone, from technical contacts previously designated by the customer. • Tickets will be addressed by severity. • Tickets may be auto generated from the RSI monitoring and management solution. • Vendor-initiated communication will be determined and managed by RSI based on ticket cause and severity. • Tickets determined not to be related to the managed technologies will be sent back to City of McCleary. Repeated events where tickets are not related to supported equipment may result in additional charges or termination of the agreement. • Proactive Change Management. As determined by RSI, with schedule and approval coordinated by City of McCleary, RSI may perform changes necessary to maintain the appropriate level of service in the environment. • Backup Checks weekly • Emergency Change Management. For changes necessary to resolve user impacting system outages or other emergency situations where immediate action is required to prevent a user impacting outage, approval is granted retroactively by the customer. After the emergency or outage situation has been resolved, RSI will promptly notify the customer contacts and provide sufficient detail regarding the issues, the changes implemented, and the recommended preventative measures. • It is understood that any services requested by City of McCleary that fall outside of the terms of this agreement will be quoted and billed as separate services. Services will be billed at the agreed to rates for hourly work outlined in the pricing section of this document • City of McCleary grants RSI authorization to view any data within the regular routine of the repair and support of the environment.

	<p>City of McCleary also authorizes RSI to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or support that is consistent with the standards and practices in the industry.</p>
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MANAGED SERVICES SLO'S					RESPONSE TIME	ESCALATION
	8:00 AM - 6:00 PM PST	Service not available (all users affected)	Critical		15 minutes	30 minutes
		Significant degradation of service (large number of users affected)	High		15 minutes	1 hour
		Limited degradation of service	Medium		15 minutes	1 day
		Small service degradation (business process can continue)	Low		15 minutes	2 days
		Reserved for special requests / changes	No SLO		~	~
					RESPONSE TIME	ESCALATION
	After hours, Weekends, Federal Holidays	Service not available (all users affected)	Critical		1 hour	1 hour
		Significant degradation of service (large number of users affected)	High		1 hour	2 hours
		Limited degradation of service	Medium		1 hour	2 days
Small service degradation (business process can continue)		Low		1 hour	3 days	
Reserved for special requests / changes		No SLO		~	~	

Support	
Ticket Priority Levels	<ul style="list-style-type: none"> • Priority level 1 tickets are for errors or defects that render the supported environment (or any portion thereof) inoperative, or materially impairs the use of the environment for the entire company (all users and functions unavailable). • Priority level 2 tickets are for errors or defects that substantially impair the use of the environment (large number of users or business critical functions affected). • Priority level 3 means an error that has some impact on the performance or operation of the environment (limited number of users or functions affected, business process can continue). • Priority level 4 classifies a small service degradation (business process can continue, one user affected). • Priority level 5 is reserved for requests for change to the existing environment. • Hardware failure resolution time will be dependent on vendor hardware warranty status and terms. • Customer-led changes in the environment that lead to service tickets may result in additional charges

	Support
Support Tiers	<p>TIER 0 – Customer Technical Contacts</p> <ul style="list-style-type: none"> All Managed Service requests begin in Tier 0, where the initial request is formulated, either from the customer’s end user or the customer’s technical support. In the case of the end user, the issue is escalated to in-house technical support, if applicable, or a designated Customer Technical Contact. Basic troubleshooting and documentation of the issue is provided by in-house support and Tier 0 escalates to RSI Tier 1 when an issue cannot be resolved internally. <p>TIER 1 – RSI Support Services</p> <ul style="list-style-type: none"> All incidents that need escalation from Tier 0 route through RSI’s Tier 1 technicians. Via email or phone, our Tier 1 resources triage the service ticket and either resolve it immediately or route to the next tier. RSI’s Tier 1 will perform routine discovery on the issue and possibly escalate directly to vendor support, if applicable. RSI will deliver Tier 1 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 2 – RSI Support Services</p> <ul style="list-style-type: none"> Complex assistance and troubleshooting of service tickets will be performed by the Tier 2 engineers. Tier 1 is responsible for all escalation of tickets to Tier 2. Our experienced, certified engineers can also perform ongoing administration as described in the offering above. RSI will deliver Tier 2 technical support to the Customer Technical Contacts (Tier 0). <p>TIER 3 – RSI Project Services / Subject Matter Experts</p> <ul style="list-style-type: none"> Any tickets that cannot be resolved by Tier 1 or Tier 2 are escalated to RSI’s Tier 3, which includes our resident, certified Subject Matter Experts. Our Tier 3 resources have over 10 years of experience supporting large complex environments. Escalation to Tier 3 is at the discretion of Tier 1 and Tier 2 resources. Collaboration with vendor Technical Support and other 3rd party vendors may be applicable in some instances. RSI will deliver Tier 3 technical support through Tier 1 and Tier 2 resources, who will interact directly with the Customer Technical Contacts (Tier 0).

	Support
<p>Service Escalation Procedure</p>	<p>Origin of Issue</p> <ol style="list-style-type: none"> 1. Support Request is received 2. Ticket is created 3. Issue is identified 4. Issue is qualified to determine if it can be resolved through TIER 1 support <p>If issue can be resolved through TIER 1</p> <ol style="list-style-type: none"> 5. Issue is worked to successful resolution 6. Issue is verified to be resolved 7. Ticket is marked “complete”, and customer notified <p>If issue cannot be resolved through TIER 1</p> <ol style="list-style-type: none"> 8. Issue is escalated to TIER 2 9. Issue is qualified to determine if it can be resolved through TIER 2 support <p>If issue can be resolved through TIER 2</p> <ol style="list-style-type: none"> 10. Issue is worked to successful resolution 11. Issue is verified to be resolved 12. Ticket is marked “complete”, and customer notified <p>If issue cannot be resolved through TIER 2</p> <ol style="list-style-type: none"> 13. Issue is escalated to TIER 3 <p>If issue can be resolved through TIER 3</p> <ol style="list-style-type: none"> 14. Issue is worked to successful resolution 15. Issue is verified to be resolved 16. Ticket is marked “complete”, and customer notified

OUT OF SCOPE TECHNOLOGIES AND SERVICES

Any technologies other than those specifically noted in the Scope of Offering section of this proposal are not included as part of this agreement.

Providing information for internal audits and reviews required by compliance either internal or third-party requests including but not limited to Cyber Insurance information, Financial audits, CJIS compliance requests, etc.

AGREEMENT PRICING AND CONDITIONS

The following table represents the firm committed pricing related to this managed service. This agreement is effective upon the date signed and shall remain in force for a period of **three (3) years**, to be reviewed at the customer's request and the annual anniversary date, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly price for the services rendered under this agreement, these will be negotiated and agreed upon by City of McCleary and RSI in advance.

RECURRING CHARGES

Offering	Length of Contract	Price Per Month
Managed Services	36 Months:	\$4,500.00
Billed In addition monthly based on actual consumption	LogicMonitor ConnectWise Automate	Estimated: \$ 200.00

***Periodic price changes to subscriptions from OEMs if required based on OEM announced cost increase will be discussed with City of McCleary and an addendum written if required.**

*****Annual Price Adjustments.** Commencing one year after the Effective Date of this Agreement, and at each subsequent anniversary thereof, RSI shall increase the monthly rate by 3% over the previous year's monthly rate.

Onboarding

Onboarding is being provided as a fixed-fee engagement. This will be bill upon completion of onboarding tasks.

Service		Price
Managed Services Onboarding		\$18,150.00

Upon receipt of this signed agreement, RSI will begin the onboarding process.

This agreement automatically renews for a subsequent one (1) year term beginning on the day immediately following the end of the previous term, unless either party gives the other sixty (60) day's prior written notice of its intent not to renew.

Subscription services will be billed one month in arrears for any subscription services and will be based on actual usage.

Hourly Services Rates

If project or support services are performed beyond the scope of the managed services agreement, they will be billed at the following rates. For project work, fixed-fee scopes can also be created.

Role	Discounted Hourly Rate	After Hours and Holiday Rates
Service Desk Technician/Engineer	\$125.00	\$200.00
Practice Engineer	\$165.00	\$250.00
Senior Practice Engineer	\$250.00	\$350.00
Practice Lead/CISO	\$400.00	\$600.00
Project Coordinator	\$125.00	\$175.00
Project Manager	\$175.00	\$250.00

TERMS AND CONDITIONS

These terms (“**Agreement**”) govern the purchase of Services (defined below), from Right! Systems Inc. (“**RSI**”) by the customer identified below (“**Customer**”) and its Affiliates. This Agreement applies to Managed Services entered by Customer and its Affiliates (“**MSP Agreement**”). As used herein, “**Affiliates**”, meaning any entity controlled by, controlling, or under common control with a party.

I. SERVICES

Subject to the terms and conditions of this Agreement, RSI will provide the services described in this MSP Agreement and deliver the specific deliverables and supporting materials to be provided in connection with such services (collectively “**Services**”) in accordance with the specifications set forth in this Agreement. Fees for Services are set forth in this Agreement and any executed addendums.

II. WARRANTIES

Limited Warranties. During performance of any Services (“**Warranty Period**”), RSI warrants the Services will be performed using the generally recognized commercial practices and industry standards applicable to the Services when performed and conform materially to the written specifications set forth in this Agreement (hereinafter “**Warranties**”). Any third-party equipment, devices, hardware, firmware, software, technologies, or services (“**Third Party Products**”) included in Services are not warranted or guaranteed by RSI.

Customer agrees to provide prompt notice of any service concerns or non-conformity. If Customer notifies RSI of a non-conformity of a Service during the Warranty Period and the Services do not conform in all material respects to the Warranties, RSI shall, as its sole liability and Customer’s sole remedy, promptly reperform any Service that failed to conform to the Warranties or otherwise use reasonable efforts to correct non-conformities in the Services or provide a workaround.

Disclaimer of Warranty. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN THE FOREGOING SECTION, (A) RSI MAKES NO WARRANTIES, EXPRESS, STATUTORY, IMPLIED, OR OTHERWISE, (B) RSI SPECIFICALLY DISCLAIMS WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, NON-INFRINGEMENT, AND NON-MISAPPROPRIATION, AND (C) RSI SPECIFICALLY DISCLAIMS ANY OTHER REPRESENTATIONS, WARRANTIES, OR CONDITIONS THAT MIGHT ARISE FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY LAW. WITHOUT LIMITING THE FOREGOING, RSI PROVIDES NO WARRANTY OR GUARANTEE OF THE OUTCOME OF ANY TESTING, ASSESSMENT, OR REMEDIATION METHODS. RSI SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND RELATED TO ANY THIRD PARTY PRODUCTS.

Exclusions. RSI’s Warranties do not cover claims resulting from: (a) Customer’s improper use, site preparation, or site or environmental conditions, or non-compliance by Customer with applicable specifications, data sheets and their supplements, or supplier warranties; (b) nonconformity resulting from Customer’s designs and specifications; (c) modifications, alterations, combinations, or improper system installation, maintenance, repair, or calibration not performed by RSI or authorized by RSI; (d) failure or functional limitations of any non-RSI supplied software or product impacting systems receiving RSI support or service; (iv) data security and cybersecurity incidents, including but not limited to incidents related to malware, viruses,

ransomware, unauthorized access, phishing, denial-of-service attacks, data breaches, insider threats, zero-day exploits, hardware vulnerabilities, third-party security incidents; or (e) abuse, negligence, accident, fire or water damage, electrical disturbances, or other causes beyond RSI’s control.

III. INVOICING AND PAYMENT

Payment. Customer agrees to pay all invoiced amounts as provided in this Agreement. Payments are due within thirty (30) days of RSI’s invoice date. RSI may accept payment in an amount less than the full amount of any invoice, but such acceptance shall not constitute a waiver of RSI’s right to collect the balance or an accord and satisfaction notwithstanding RSI’s endorsement of a check or other instrument.

Late Payment. Any invoiced amounts not paid when due may, at RSI’s option, bear interest at the lesser of 1.5% per month or the maximum rate allowable under applicable law, calculated commencing on the due date until paid in full. In addition, failure of Customer to fully pay any invoiced amounts when due shall be deemed a material breach of this Agreement, and RSI may suspend or cancel the Agreement, or the Services to be performed thereunder in addition to any other rights and remedies RSI may have at law or in equity. Any suspension, cancellation or termination hereunder does not relieve Customer from paying past due fees plus interest and in the event of collection enforcement, Customer shall be liable for any costs associated with such collection, including, but not limited to, legal costs, attorneys’ fees, court costs and collection agency fees.

Taxes. All prices are exclusive of, and Customer shall be responsible for the payment of, any customs or other import duties, sales, use, value added, excise, goods and services, federal, state, local or other similar taxes, tariffs, levies or duties (“**Taxes**”). In any case or jurisdiction where RSI is required to collect such Taxes, the appropriate amount shall be added to Customer’s invoice and paid by Customer, unless Customer provides RSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Each party shall be responsible for filing and paying their own taxes based on income.

IV. NON-SOLICITATION; NO HIRE

Customer shall not directly or indirectly hire, solicit, or contract with any of RSI’s current or former employees or contractors who provided Services during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement; provided that the foregoing will not prevent Customer from hiring or otherwise engaging anyone who responds to a general advertisement or job posting.

V. CONFIDENTIAL INFORMATION

Information exchanged during the course of this Agreement will be treated as confidential if labeled or identified as such at disclosure or if reasonably understood by the receiving party to be proprietary, trade secret or confidential information due to its nature and circumstances of disclosure (“**Confidential Information**”). Confidential Information shall not include information that (a) is as of the time of its disclosure or thereafter becomes part of the public domain through no breach of this Agreement, (b) is rightfully known to or in the possession of the receiving party at the time of its disclosure without an obligation of confidentiality, (c) is independently developed by the receiving party without reference to or use of disclosing party’s Confidential Information, or (d) is lawfully obtained by the receiving party from a

third party without restriction and without breach of this or any other agreement. During the term of this Agreement and after the termination of this Agreement, each party agrees to maintain the confidentiality of the other party's Confidential Information with at least the same degree of care it uses to protect its own confidential information, but in no case with less than reasonable care, and shall not disclose the other party's Confidential Information except to the receiving party's employees, contractors, agents, legal counsel and accountants who have a need to know the information in connection with this Agreement or the Services and who are subject to a written agreement or professional obligation that prohibits unauthorized disclosure of the Confidential Information.

If the parties previously entered into or subsequently enter into one or more agreements primarily intended to be a non-disclosure or confidentiality agreement with respect to the Confidential Information (each a "**Confidentiality Agreement**"), such Confidentiality Agreement(s) shall be and remain in full force and effect. In the event of any conflict between the terms of this Agreement and the terms of any such Confidentiality Agreement, the terms of this Agreement shall control.

VI. INFORMATION SECURITY AND LEGAL COMPLIANCE

Personal Information. Each party shall comply with their respective obligations under applicable data protection laws. RSI does not intend to have access to personally identifiable information ("**PII**") of Customer or others in providing Services. To the extent RSI has access to PII stored in Customer Systems, such access will likely be incidental, and Customer will remain the data controller of such PII at all times. RSI will use any PII to which it has access strictly for the purposes of delivering the Services. As used in this Agreement, "**Customer Systems**" means all hardware, software, firmware, devices, technologies, and equipment, owned, licensed, or operated by Customer, including but not limited to Customer's infrastructure, platforms, environments, and associated technologies, whether hosted on-premises or in the cloud.

Data Integrity and Protection. Unless explicitly stated in this Agreement, the Services do not include implementation of encryption or other security measures or safeguards, or any security or compliance testing or assessments, for Customer Systems. Customer acknowledges and agrees that RSI is not responsible for the privacy, security, or authenticity of any information or data transmitted through or stored in any device or technology, and that RSI does not guarantee that any firmware, software, hardware, device, technology, or equipment is free from defects, including but not limited to defects that could cause security vulnerabilities. Customer is responsible for security vulnerabilities related to or arising from the Customer Systems and Customer's actions, and for assessing, implementing, and enhancing its security measures and protocols to safeguard its Customer Systems, ensure the security, integrity and protection of its business-critical data, and guard against emerging threats and unauthorized access by third parties. This responsibility extends to securing, protecting, and backing up all data stored in Customer Systems. Both parties shall collaborate to promptly address any security concerns that may arise during the term of this Agreement.

VII. LICENSE AND PROPRIETARY RIGHTS

Proprietary Rights of Customer. As between Customer and RSI, all information and data provided by Customer to RSI or accessed by RSI in Customer Systems ("**Customer Data**") and all Customer Systems shall remain the sole and exclusive property of Customer. Customer hereby grants to RSI a non-exclusive, worldwide, royalty-free right and license under Customer's intellectual property rights to access and use the Customer Data and Customer Systems as necessary to perform

the Services. Customer agrees to secure any licenses, rights, or permissions from third parties as required for RSI to access and use the Customer Data and Customer Systems in connection with performing the Services.

Proprietary Rights of RSI. As between Customer and RSI, the Services and all information and materials used by RSI to provide the Services to Customer, including but not limited to any computer software (in object code and source code form), data or information developed or provided by RSI or its suppliers under this Agreement, and any know-how, methodologies, equipment, or processes, and all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "**RSI Materials**"), shall remain the sole and exclusive property of RSI. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, Customer hereby transfers and assigns to RSI all rights, title, and interest which Customer may have in and to the RSI Materials. Customer acknowledges and agrees that RSI is in the business of providing IT services, and that RSI shall have the right to provide to third parties' services which are the same or similar to the Services, and to use or otherwise exploit any RSI Materials in providing such services. If any deliverables are created by RSI specifically for Customer and identified as such in an SOW, RSI hereby grants Customer a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.

VIII. LIMITATION OF LIABILITY

Limitation of Liability. NEITHER PARTY SHALL HAVE LIABILITY FOR LOST REVENUES OR PROFITS, DOWNTIME COSTS, LOSS OR DAMAGE TO DATA, OR FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This provision does not limit either party's liability for death or bodily injury caused by their negligence; acts of fraud; nor any liability which may not be excluded or limited by applicable law.

Maximum Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES (INCLUDING THE DEFENSE AND INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT) SHALL RSI'S AGGREGATE LIABILITY TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO RSI BY CUSTOMER PURSUANT TO THIS AGREEMENT FOR THE SERVICES WITHIN THE PRECEDING TWELVE (12) MONTH PERIOD FROM THE DATE OF THE INITIAL EVENT RESULTING IN LIABILITY.

IX. TERMINATION

Term. This Agreement shall be effective on the last date signed by the parties and thereafter shall remain in effect until terminated as provided in this Agreement.

Termination of Agreement. Either party may terminate this Agreement upon the completion of the term of service termination (not in breach of this Agreement) and full payment for all Services through the date of completion, by providing thirty (30) days' prior written notice to the other party. Either party may further terminate this Agreement (a) if a bankruptcy proceeding is instituted against the other party which is acquiesced in and not dismissed within sixty (60) days, or results in an adjudication of bankruptcy; or (b) in the event the other party breaches this Agreement and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party.

Termination of Agreement. Customer may terminate the Agreement at any time and for any reason by providing sixty (60) days' written notice

of termination to the other party and, upon such termination, Customer will pay RSI for the Services provided and delivered, and any travel or other reimbursable expenses, through the expiration date of contract (full contract value). RSI may terminate this Agreement at any time and for any reason by providing ninety (90) days written notice of termination to the other party and, upon such termination, Customer will pay RSI for the Services provided and delivered, and any travel or other reimbursable expenses through termination date.

Effect of Termination. Termination of this Agreement (whether upon expiration of the term or by earlier termination) does not affect any rights or obligations that are to survive termination or were incurred by the parties before the termination. All indebtedness of Customer to RSI of any kind is immediately due and payable on the effective date of termination, without further notice to Customer.

X. MISCELLANEOUS

Global Trade Compliance. Services provided under these terms are for Customer's internal use and not for further commercialization. If Customer exports, imports or otherwise transfers any information or technology provided under this Agreement, Customer will be responsible for complying with applicable laws and regulations and for obtaining any required export or import authorizations. RSI may suspend its performance under this Agreement to the extent required by laws applicable to either party.

Entire Agreement; No Modification. This Agreement (together with any Addendums entered into in connection herewith) sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and merges and supersedes all prior understandings, agreements, representations and warranties (whether written, verbal or implied). None of the terms of this Agreement may be modified or amended except by a written agreement signed by the parties hereto.

Independent Contractors. The relationship of the parties is that of independent contractors, and nothing in this Agreement shall be deemed or constructed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between Customer and RSI. Each party assumes responsibility for the actions of their personnel under this Agreement and will be solely responsible for their supervision, daily direction and control, wage rates, withholding income taxes, disability benefits, or the manner and means through which the work under this Agreement will be accomplished.

Customer Identification. During the term of this Agreement, Customer agrees that RSI may use the name and logo of and identify Customer as an RSI Customer on RSI's website and in RSI's advertising, publicity, or similar materials promoting RSI Services.

Force Majeure. Neither party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control (each a "Force Majeure Event"), whether or not foreseeable, except for payment obligations. The obligations and rights of a party excused from performance due to a Force Majeure Event will be extended on

a day-to-day basis for the period equal to that of the underlying cause of the delay.

Governing Law; Attorneys' Fees. This Agreement, and all matters arising under or in connection with this Agreement, shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to principals of conflicts of laws. If any dispute arises between the parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive such prevailing party's reasonable attorneys' fees, expert witness fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

Assignment. Neither party may assign, without the prior written consent of the other party, its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement. Subject to the foregoing, this Agreement shall be legally binding upon and inure to the benefit of the parties' heirs, successors and assigns.

Notices. All notices provided hereunder must be given in writing, refer to this Agreement and be personally delivered or delivered or sent by overnight courier, or registered or certified mail (return receipt requested) to the address designated by each party in the Agreement, or if no address for notices is provided in this Agreement to the signature block below, along with a copy by e-mail if an e-mail address is designated by a party. Each such notice shall be deemed given, delivered and received at the time delivered by hand, if personally delivered; three (3) business days after being deposited in the mail, if mailed; and the next business day after timely delivery to the courier, if sent by overnight air courier guaranteeing next business day delivery. The parties agree that notices provided via electronic means and confirmed by the other party as received shall satisfy any requirement for written notice hereunder, and shall be deemed given, delivered and received when receipt acknowledged. Either party may from time to time change its address by giving the other party notice of such change.

No Waiver. No waiver of any provision of this Agreement will be valid unless in writing and signed by the party against whom such waiver is sought to be enforced, nor will failure to enforce any right hereunder constitute a continuing waiver of the same or a waiver of any other right hereunder.

Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, all of which shall be considered the same document. The delivery of a signed electronic copy of this Agreement shall have the same binding effect as delivery of an original signed copy. Each party agrees that electronic signatures to this Agreement have the same force and effect as manual signatures.

AGREEMENT

i *Authorized Signatories.* Each party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized and is signed by an authorized representative of such party.

Customer PO: _____

This Agreement is valid for signature 30 days from November 1, 2024.

Right! Systems Inc.

Downtown Emergency Service Center

Authorized Signature

Authorized Signature

Printed or Typed Name

Printed or Typed Name

Title

Title

Date

Date

Please sign and email this entire document to managed@rightsys.com

APPENDIX A – COVERAGE AND CURRENT EQUIPMENT

Description – Servers	Frequency	Included
Manage Servers	Ongoing	Yes
Check Print Queues	Ongoing	Yes
Monitor all server services	Ongoing	Yes
Maintain server patching, hotfixes per company policy	Ongoing	Yes
Check server event logs and identify potential issues	Ongoing	Yes
Anti-Virus management and updates	Ongoing	Yes
Monitor hard drive space on servers	Ongoing	Yes
Exchange-Office 365 user/mailbox management	Ongoing	Yes
Monitor Active Directory Replication	Ongoing	Yes
Monitor DNS&DHCP	Ongoing	Yes
SQL server management, as required	As needed	Yes
Reboot servers if needed	As needed	Yes
Scheduled off time server maintenance	As needed	Yes
Install supported software upgrades	As needed	Yes
Set up and maintain groups and permissions	As needed	Yes
Check status of backups	Ongoing	Yes
Alert Client to dangerous conditions	Ongoing	Yes
- Memory running low	Ongoing	Yes
- Hard drive running out of disk space	Ongoing	Yes
- Hardware showing sign of failure	Ongoing	Yes
Educate and correct user errors (deleted files, corrupted files, etc)	As needed	Yes
Clean and maintain directory structure	As needed	Yes
Parts and labor on servers	As needed	No

Description – Workstation and Help Desk Support	Frequency	Included
24x7x365 critical issue support	As Needed	Yes
8x5 Monday-Friday proactive management	As Needed	Yes
Anti-Virus updates	Ongoing	Yes
Spyware scan and removal	Ongoing	Yes
Patch management (Intune)	Ongoing	Yes
Parts and labor on workstations	As Needed	No

Disaster Recovery and Backup As A Service	Frequency	Included
Data recovery	As Needed	No
Backups per company retention policy	Ongoing	No
Offsite backup per company retention policy	Ongoing	No
Backup data validation	As needed	No

Devices	Frequency	Included
Manage network printers	As Needed	Yes
Manage other networked devices	Ongoing	No
Manage smartphones and tablets	As needed	No

Network	Frequency	Included
Check router logs	As Needed	Yes
Performance monitoring/capacity planning	Ongoing	Yes
Switch management	As Needed	Yes
Wireless management	As Needed	Yes
Firewall management	As Needed	Yes

Security	Frequency	Included
Review firewall logs	As Needed	Yes
Manage directories, shares, security groups, user accounts and policies	As Needed	Yes
Permissions and file system management	Ongoing	Yes
Email SPAM protection	Ongoing	No
Monitor for unusual activity among users	Ongoing	No
Security incident response	As Needed	No
Threat hunting	As Needed	No
Managed Detection and Response	Ongoing	No
Security compliance reporting	As Needed	No

Applications	Frequency	Included
Ensure Microsoft Office applications are functioning as designed	Ongoing	Yes
Ensure line of business applications are functioning as designed	Ongoing	No

Vendor Management	Frequency	Included
Manage the following vendor relationships	As Needed	
- Phone, Telco, and Internet	As Needed	Yes - Comcast
- Copiers, faxes, scanners	As Needed	No
- Website designer and hosting company	As Needed	No
- Proprietary software applications	As Needed	No

Professional Services	Frequency	Included
Technology solution design and development	As Needed	No
Proof of concept lab testing	As Needed	No
Onsite implementation and project management	As Needed	No
Technology meetings with trusted advisor	Quarterly	Yes

Service Expectations	Time of Day/Week	Rate
Remote PC management/Help Desk	Ongoing	Yes
Remote printer management	Ongoing	Yes
Remote network management	Ongoing	Yes
Remote server management	Ongoing	Yes
PC/Laptop/Printer addition or replacement	As Needed	N/A
Major Software Upgrades: Operating system upgrades, new management systems, database implementations, etc.	As Needed	See Hourly Service Rates
Installation and configuration of new equipment, major systems/hardware upgrades, virtualization, major network reconfiguration, etc.	As Needed	See Hourly Service Rates