



## POLAR STAR MANAGED SERVICES SCHEDULE

This Polar Star Managed Services Schedule (this “Schedule”) is entered into as of June 1, 2023 (the “Effective Date”), by and between Polar Systems, Inc. (“Polar Systems”) and City of Oregon City, Oregon City, OR (“Client”). This Schedule is subject to the terms of the Master Services Agreement between Polar Systems and Client dated \_\_\_\_\_ (the “Agreement”). Capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Agreement.

<b>Site Location(s):</b> Numerous locations across the city	
<b>Primary Client Contact:</b> Michael Dobaj	<b>Secondary Client contact:</b> David Knoll
<b>Emergency Phone #:</b> 971-204-4617	<b>Emergency Phone #:</b> 971-221-3257

**Polar Star Coverage Summary (see Appendix A and B for details)**

Included?	Service	Included?	Service
X	Asset Auditing/Inventory	<input type="checkbox"/>	Managed Out-of-Market Site
X	Monitoring/Alerting	X	Vendor Relationship Management
X	Managed Servers	X	vCIO Services
<input type="checkbox"/>	Managed Server Backup	X	Reporting
<input type="checkbox"/>	Managed Workstations	X	Response Time Commitment – 1 hour
X	Server – Patching	<input type="checkbox"/>	Active Security Scanning/SOC
<input type="checkbox"/>	Workstation – Patching	<input type="checkbox"/>	Employee Security Awareness
X	Managed Exchange / Office 365 / Email	<input type="checkbox"/>	DNS Protection
<input type="checkbox"/>	Managed Anti-Spam Services	<input type="checkbox"/>	Dual Factor Authentication
<input type="checkbox"/>	Managed E-Mail Encryption	<input type="checkbox"/>	Office 365 Backup
<input type="checkbox"/>	Managed E-Mail Archiving	<input type="checkbox"/>	Scheduled On-site Support Total Hours: Interval: Time Block/Event:
X	Managed Firewall	<input type="checkbox"/>	Other: _____
X	Managed Network Devices		
X	Managed Anti-Virus		
<input type="checkbox"/>	Managed Disk Encryption		
X	DNS Hosting		

**Term:** 12 months

**Polar Star Payment Summary:**

Polar Star Payment: **\$ 8,525.00 per month**  
 Hardware-as-a-Service Payment \$ N/A per month (if applicable)  
 Reduced Labor Rate: **10%**  
 PC Workstation Build Fee: **\$ 450**

All monthly fees under this Schedule must be paid electronically through a service reasonably specified by Polar Systems.

The pricing above is based on an initial review of Client’s current servers, workstations and network infrastructure, as inventoried in Appendix A. The parties agree to review changes to, and additional information learned regarding, Client’s environment and the other aspects of this Schedule on a quarterly basis (or otherwise as needed) and update fees and Covered Components under this Schedule to reflect any changes. Unless the parties agree otherwise, in no event will any reductions in Covered Components decrease monthly fees by more than 40% than the monthly fees above.

The fees and rates in this Schedule will not automatically renew annually. Other increases may apply per the terms of the Agreement.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SCHEDULE (INCLUDING THE ATTACHED TERMS AND CONDITIONS AND APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SCHEDULE.

***Polar Systems, Inc.***

Client: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Print Name and Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

***Submitted: . Offer in this Schedule valid 30 days from date of submission.***

# POLAR STAR MANAGED SERVICE TERMS AND CONDITIONS

## 1. Managed Services

- (a) "Covered Component" means the server, workstation, local area networking equipment, wide area networking equipment, and other IT components listed in Appendix A located at the Client location(s) specified above. To be a Covered Component, the Polar Systems managed service agent program must be added to such component. Client agrees that, in order for Polar Systems to provide managed services under this Schedule, (i) all Windows servers in a domain must be covered; and (ii) unless otherwise specified in Appendix A, all workstations at a location must be covered. Managed Services do not include hardware repairs or support for application software unless specifically listed on this Schedule.
- (b) Polar Systems will use commercially reasonable efforts to detect and avoid the malfunction of Covered Components. Proactive services include monitoring and alerting, patch management and backup verification. These services are designed to report to Polar Systems performance and availability data concerning Client's network and to alert Polar Systems' Help Desk to potential problems. Monitoring Services do NOT include the provision of any intrusion detection services nor do they address any other security concerns.
- (c) Polar Systems will maintain a centralized "Help Desk" to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Help Desk. The Help Desk may be contacted by Client by either logging into Polar Systems' client portal, sending an email or by calling via telephone, or in other methods as communicated by Polar Systems to Client from time to time.
- (d) There is no additional charge for Help Desk Service provided during Regular Business Hours. Polar Systems' Help Desk will also be available under this Schedule after Regular Business Hours, subject to the following terms:
- Access to the Help Desk after Regular Business Hours must be made using a phone number provided to Client specifically for such use. Polar Systems will aim to respond within 1 hour, with escalation to Polar Systems' management team if the call is not returned in the 1-hour time frame.
  - Help Desk Service after Regular Business Hours is provided at a rate equal to 1.5 times Polar Systems' then-current reduced labor rate.
  - Any Client personnel requesting Service after Regular Business Hours will be considered authorized to do so under this Schedule.
- (e) Client will provide all necessary information when requesting technical support. This information includes, but is not limited to:
- Name of end user experiencing the issue
  - Location of end user and computer
  - Contact information for the end user
  - Detailed description of the issue
- (f) Polar Systems will use diligent efforts to manage the restoration of malfunctioning Covered Components to good working order.
- (g) Client's data backup systems may be listed as a Covered Component on this Schedule. However, Client agrees and understands that, unless Polar Systems is providing Client with a fully managed backup (BDR) solution under a separate Schedule, Polar Systems is only able to verify that backup systems are reporting proper operation and can make no guarantees as to whether or not actual backups are taking place. Client is ultimately responsible for ensuring that data backups have actually been performed and are available in the event of any failure of the backup subsystem which leads to any data loss or the inability of the backup subsystem to restore data at any time. Polar Systems has no liability for any costs associated with data recover/disaster recovery services.
- (h) When requested by Polar Systems, Client will ensure that all office workstations and laptops will be left turned on after Regular Business Hours so Polar Systems can perform required workstation maintenance and proactive support.
- (i) Polar Systems will use diligent efforts to deploy software patches for operating system software in a manner that will, in a timely fashion, address the security or functionality concerns for which a patch was released. Polar Systems will only deliver patches that have been tested and released by the original manufacturer of the software being patched. Client acknowledges that some patches may cause operating difficulties or "break" other software, and agrees that Polar Systems will not be responsible for the potential adverse effects of applying such a patch.

## 2. Payment Terms

At the Effective Date of this Schedule, Polar Systems will invoice and collect payment for the first and last month of managed Services associated with this Schedule. This payment must be received before any Service under this Schedule can be scheduled or delivered.

## 3. Hardware

Polar Systems does not provide hardware warranty or maintenance services, and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. Polar Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. Polar Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts. Polar Systems shall have no obligation with respect to components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; all such items are the Client's responsibility.

## 4. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Schedule. Although the services to be provided under this Schedule are designed to provide managed IT continuity and will, under certain conditions, help Client recover from certain disasters, it should in no

way be considered a formal disaster recovery or business continuity plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, Polar Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable against Block Time or as an agreed additional Service.

## 5. Documentation

Polar Systems will, at its expense, maintain updated documentation on Covered Components to facilitate the providing of Service. Upon termination of the Agreement, if Client has paid all amounts due under the Agreement, Client will be provided with a printed or electronic copy of such documentation upon written request.

**6. Authorization to Access Client Devices.** Client hereby authorizes Polar Systems to access, connect to and manage Client devices via remote technologies without first contacting Client as required for the Services. These activities may include, but are not limited to:

- Updating or changing software drivers;
- Installing and applying software patches;
- Rebooting devices within maintenance windows;
- Deleting temporary files and clearing caches;
- Starting or restarting application services;
- Verifying and validating data backup jobs;
- Staging and executing scripts for automated maintenance routines;
- Network performance tuning; and
- Transferring data associated with routine system tuning and upkeep between systems within Client's network.

Notwithstanding the above, Client is responsible for notifying Polar Systems of a restriction of remote access, connections or management activities related to any Covered Component.

## 7. Polar Systems Equipment

- (a) Client agrees that Polar Systems may deliver and install appliances and other equipment in support of the Services ("**Polar Systems Equipment**"), excluding items sold by Polar Systems to Client.
- (b) The Polar Systems Equipment is and shall remain the exclusive property of Polar Systems. Client will keep Polar Systems Equipment free and clear from liens or encumbrances of any kind. Upon termination of this Schedule, subject to any applicable laws, Polar Systems may, but is not required to, retrieve any associated Polar Systems Equipment not returned by Client as required below. Client agrees to pay any expense incurred by Polar Systems in any retrieval of the unreturned Polar Systems Equipment. Polar Systems will not be deemed to have "abandoned" the Polar Systems Equipment if it does not retrieve such equipment. Polar Systems shall be entitled to seek injunctive relief to enforce its rights with respect to the Polar Systems Equipment.
- (c) Client agrees to provide Polar Systems and its authorized agents access to Client premises on a 24 x 7 basis upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the Polar Systems Equipment, to install associated software, and to conduct an audit of the Polar Systems Equipment.
- (d) Polar Systems shall have the right to upgrade, modify and enhance Polar Systems Equipment and associated software from time to time.
- (e) Client agrees that, if this Schedule is terminated, Client has no right to possess or use the Polar Systems Equipment. Client agrees to arrange for the return of Polar Systems Equipment to Polar Systems, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Agreement. Polar Systems may charge Client a continuing monthly fee until any outstanding Polar Systems Equipment is returned, collected by Polar Systems or fully paid for by Client.
- (f) Client will not, nor will Client allow others to: (i) open, alter, misuse, tamper with or remove the Polar Systems Equipment as and where installed by Polar Systems, or (ii) use Polar System Equipment in any manner contrary to this Agreement, or (iii) remove any markings or labels from the Polar Systems Equipment indicating Polar Systems ownership or serial or identity numbers. Client will reasonably safeguard the Polar Systems Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of Polar Systems to perform any work on the Polar Systems Equipment. Nothing in this Agreement shall prevent Polar Systems from enforcing any rights it has with respect to theft or unauthorized tampering of Polar Systems Equipment under applicable law.
- (g) Client agrees to pay Polar Systems for the replacement cost of the Polar Systems Equipment as reasonably determined by Polar Systems if (i) Client tampers with, or permit others to tamper with, Polar Systems Equipment, (ii) the Polar Systems Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the Polar Systems Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged Polar Systems Equipment to Polar Systems. Notwithstanding the above, Client shall not be required to pay Polar Systems if the damage or destruction of the Polar Systems Equipment arises out of the acts or omissions of Polar Systems or its agents, employees or subcontractors.

## 8. Client Requirements. Client will at its own cost:

- Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, Polar Systems will not be obligated to provide the Services and/or may increase charges for the Services to reflect the higher cost of supporting Client.
- Reboot/restart equipment or monitoring agents upon request of Polar Systems; if Client does not wish to perform such functions, then if necessary Polar Systems will come on site and additional charges will apply.
- Maintain, manage, and keep records of valid licenses, warranties and/or support contracts for hardware, operating software and application software used in its network and systems with respective third-party vendors.
- Notify Polar Systems upon the removal of a Covered Component from the network so the Polar Systems' remote management and monitoring systems can be updated.

- Follow best security and standardization practices and protocols on all Covered Components as required by Polar Systems. These protocols include but are not limited to the following: (i) secured off-site data vaulting to protect critical operations data, (ii) centrally-managed anti-virus software installation, updates, workstation and server management and remediation, (iii) centrally-managed operating system and application security patch testing, updates and roll-outs, (iv) assignment of role-appropriate user or power-user credentials for PCs and servers and removal of all user-issued administrative login permissions, and (v) creation and ongoing maintenance of full and complete network documentation inclusive of all secured administrative usernames and passwords.
- Maintain Client site conditions within the environmental range of all Client system devices and media as specified by the manufacturer.
- Include (except to the extent that Client wishes to discuss certain aspects of Polar Systems services without Polar Systems present) its Polar Systems account representative in Client's material IT planning and IT decision making meetings in order to facilitate continuity of Services.
- Be responsible for designating one or more authorized contacts responsible for screening end-user service requests and to determine level of service needed and assignment of requests to Polar Systems.
- Instruct all users to leave workstations, servers and other computer and network equipment on at all times, unless otherwise instructed by Polar Systems. Users shall also leave any remote agents active and running at all times unless otherwise instructed by Polar Systems. Users may log off at the end of their work shift.

**9. Exclusions.** Polar Systems is not required to provide any Services except those Services expressly set forth in this Schedule. Without limiting the foregoing, the following items and/or services are excluded from the Service under this Schedule; any work performed related to the following will be billed at Polar Systems' standard rates:

- (a) Any service(s) required due to treatment or attempts to install, repair, maintain, or modify any Covered Components or related software or peripherals by a non-Polar Systems authorized person or entity, including but not limited to negligent acts, improper configuration changes, new application installations, and upgrade installations.
- (b) Covered Component(s) which cannot be properly serviced due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. Polar Systems will use commercially reasonable efforts to provide advance notice to Client of any issues under this clause.
- (c) Provision of supplies or accessories for any Covered Component(s) or electrical work external to Covered Components, including but not limited to printer consumables and backup media.
- (d) Maintenance of accessories, alterations, attachments, upgrades or other devices; or services related to any relocation of Covered Component(s) unless specifically listed in this Schedule.
- (e) The cost of any parts, equipment, or shipping charges of any kind.
- (f) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by Polar Systems in support of the Service).
- (g) The cost of any third-party vendor or manufacturer support or incident fees or charges of any kind.
- (h) The cost to bring Client's environment up to minimum standards required for Service.
- (i) Programming (modification of software code) and program (software) maintenance.
- (j) Training services of any kind unless otherwise agreed in writing by Polar Systems.
- (k) Moving hardware from one physical address to another physical address.
- (l) Polar Systems covers only the maintenance support of the network connection of network enabled, shared printers/copiers, and the printer connection and printer drivers of locally attached printers. Any other printer maintenance is not covered.
- (m) Any peripheral attached to a workstation/laptop including, but not limited to USB hard drives, scanners, docking devices, cameras, and VoIP phones are not covered unless specifically listed on this Schedule.
- (n) Mobile devices, smartphones, and tablets are not covered unless Mobile Device Support is included in this Schedule.

## APPENDIX A TO POLAR STAR SERVICES SCHEDULE Covered Components

### Servers

Type	Qty	Comments
Windows Servers	28	Currently spread across Windows Server 2022, 2019, 2016 and 2012
(4) VMware Hosts + Compellent SAN	5	
TOTAL	33	

### Workstations and Laptops

Type	Qty	Comments
	0	
TOTAL	0	No workstation support included

### Network Devices

Type	Qty	Comments
Cisco FirePower 2110 Firewalls	2	H/A Pair
SonicWALL TZ 500 Firewall	1	"CJIS" Firewall between CORC and Clackamas County
Managed Switches	45	Estimated Dell, Cisco and Hirschmann Switches throughout network environment
TOTAL	48	

### Other Covered Components

Type	Qty	Comments
Aruba Controller & Ruckus vSZ Controllers	4	(2) Ruckus Controllers – Non-FIPS and FIPS, (2) Aruba Controllers
Aruba & Ruckus Wireless APs	57	(29) Ruckus APs on Non-FIPS, (18) Ruckus APs on FIPs, (10) Aruba APs
UPS Devices	7	Estimated managed UPS devices

### Protect +

Type	Qty	Comments
Webroot SecureAnywhere		<i>Installed on Polar Systems' Managed Servers only</i>

## APPENDIX B TO POLAR STAR SERVICES SCHEDULE

### Service Options and Description

Service Name	Service Description
Asset Auditing and Inventory	Hardware inventory and warranty information relating to Covered Components will be collected as completely as technology allows.
Monitoring and Alerting	Our engineering team monitors for critical events which could result in service interruption. Monitoring capabilities vary by vendor. Polar Systems may inform Client when a device has limited or no capability of being monitored. Although monitoring is automated on a 24 hour per day basis, Client understands that Polar Systems will review, diagnose and respond to alerts during Regular Business Hours only.
Managed Servers	Management includes support for server hardware and operating systems. Support is limited to vendor-supported operating systems and hardware that is covered by a manufacturer's warranty. <i>Support for operating systems and/or hardware that are beyond support life are handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Managed Server Backup	Data backups will be monitored daily during Regular Business Hours for approved backup solutions. Backup management includes the following services: Daily monitoring, monthly file restore testing, monthly virtualization testing (if supported) and notification to Client of backup problems. <i>Unsupported backup solution support is handled on a best effort basis and may generate billings outside the terms of the PolarStar agreement.</i>
Managed Workstations	Management includes support for workstation hardware and operating systems. Support is limited to vendor-supported operating systems and hardware which is covered by a manufacturer's warranty. <i>Support for operating systems and/or hardware, which are beyond support life, are handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Server/Workstation Patching	Windows Operating System patching and maintenance will be performed on a monthly basis. Windows Operating System patches and service packs are evaluated for potential conflicts before they are deployed and are focused on critical security updates. Windows operating system version or build upgrades are not included in PolarStar patching coverage.
Managed Exchange / Office 365 / Email	Management includes support for Polar Systems-approved, vendor-supported e-mail systems. <i>Unsupported e-mail systems will be supported on a best-effort basis and may generate billings outside the terms of the PolarStar services agreement.</i>
Managed Anti-Spam & URL Filtering	Managed anti-spam services include e-mail filtering, e-mail continuity, and URL protection services. Includes basic support for allow and deny lists and e-mail flow troubleshooting.
Managed E-mail Encryption	An optional add-on to managed anti-spam services that allows for the sending of encrypted/secure messages.
Managed E-mail Archiving	An optional add-on to managed anti-spam services that allows for the long-term archival and retention of e-mail messages.
Managed Firewall	Management includes support for firewall hardware. Support is limited to vendor-supported hardware that is covered by a manufacturer's warranty. <i>Support for hardware that is beyond support life is handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Managed Network Devices	Network device management includes the use of hardware and/or software tools to monitor status and generate alerts, reasonable basic re-configuration of the network device and network device issue resolution. <i>Support for hardware that is beyond support life is handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Mobile Device Support	This service includes support for the synchronization of mobile devices and business e-mail accounts. <i>Assistance with non-business related e-mail accounts, other applications, phone usage or charges, warranty replacement, or device troubleshooting may be performed upon request, using reasonable efforts and are subject to an additional charge outside of the PolarStar services agreement.</i>
Managed Anti-Virus	Antivirus management includes software deployment and malware monitoring. <i>Remediation activities related to malware infections resulting from poor client security practices may be billed outside of the terms of the PolarStar services agreement.</i>

Managed Disk Encryption	Managed disk encryption is an optional service that includes deployment and management of workstation or laptop disk encryption.
Active Network Security Scanning	A PolarStar Protect+ enhanced security option. Provides active scanning for security threats and SOC (Security Operations Center) analysis and response.
DNS Protection	A PolarStar Protect+ enhanced security option. Provides an additional layer of protection to prevent redirection to malicious web sites.
Security Awareness Training / Testing	A PolarStar Protect+ enhanced security option: security awareness testing and training. Polar Systems performs regular testing campaigns to gauge risky Internet behavior within your user base.
DNS Hosting	Polar Systems provides DNS (Domain Name Systems) Hosting, a service which migrates your public DNS presence from your current host to our fully redundant, geographically diverse DNS servers.
Vendor Relationship Management	Polar Systems will act as the technical contact for communications with vendors which may include line-of-business application partners or other service providers. It is the client's responsibility to provide all information required to enlist the vendor's assistance. Any vendor or third-party technical support payment is the responsibility of Client. <i>Support for any application, device or service which is not covered by a support agreement may be billed on a time and materials basis outside of the PolarStar services agreement.</i>
vCIO Services	Your vCIO will work with Client's management team to assess short- and long-term business goals, discuss the pros and cons of technology strategies, evaluate competitive advantages, and analyze the business and financial impact. They will help you to architect and work with the Polar Systems engineering team to implement technology solutions to meet your requirements.
Reporting	Polar Systems will issue a set of standard reports on a regular basis including hardware inventory and warranty reports. We will use reasonable efforts to provide any requested customized reports. <i>Extensive custom report creation may be billed outside of the PolarStar services agreement.</i>
Online Ticket Management Portal	Key members of Client team will have access to our online ticket management portal where you can submit tickets and/or review the status and notes on any open tickets.
System Documentation	Polar Systems creates a comprehensive set of documentation during the onboarding process. This documentation includes asset lists, configuration information, system diagrams, 3rd party vendor information, application information, and site photos. This set of documentation is enhanced and refined over time as the network evolves.
Response Time Commitment	Polar Systems will respond to and triage all requests within 1 hour during Regular Business Hours.
Ad hoc and Scheduled Onsite Support	<p>Polar Systems will come onsite when needed to troubleshoot or repair covered equipment when remote remediation is not possible. Onsite visits to support covered equipment or systems is included at no extra charge. <i>Onsite visits related to the addition of equipment or in support of non-covered systems will be billed outside of the PolarStar services agreement.</i></p> <p>Polar Systems will provide <i>scheduled</i> on-site support services (if any) as indicated on Appendix A. Schedule changes should be made at least one week in advance of the scheduled on-site event. Polar Systems reserves the right to send any qualified Polar Systems employee to an on-site scheduled event.</p>
Managed Out-of-market Site	Remote support for satellite offices in other geographies outside of Polar Systems normal service area. <i>Expenses incurred by Polar Systems on behalf of the client for travel to remote sites, or costs related to use of 3rd party contractors for onsite remediation will be billed outside of the PolarStar services agreement.</i>
24x7 Support Acces	All PolarStar agreements provide access to our 24x7 support services for after-hours emergencies. <i>While after-hours access to our support team is included with your PolarStar agreement, we do bill separately for after-hours services at the prevailing rate.</i>