



MANAGED SERVICE AGREEMENT

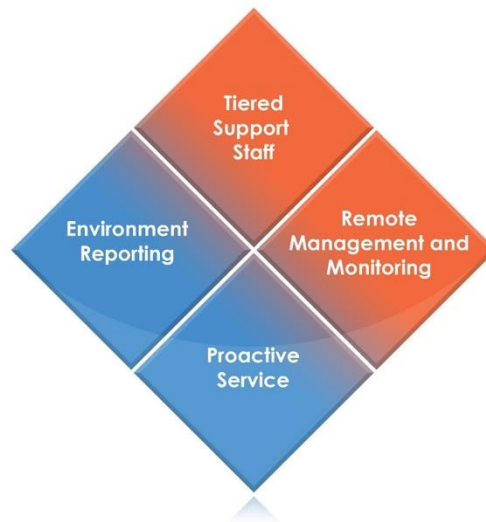
City of Tenino
September 18, 2023

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 Tenino. For further definition of what is included in coverage, see Appendix A – Coverage and Current Equipment.

Supported Locations and Users	
City of Tenino Tenino Police Department	Up to 50 Total users

Supported Devices/	
Microsoft Azure Tenant, Cloud Infrastructure, and Virtual Machines	YES
Network device monitoring, patching and support including wireless, wired switching, and firewalls	YES
Desktops: PC's and Laptops Thin Clients for Virtual Desktop Delivery	YES
Microsoft & Office 365 Subscriptions for Email & Office suite Apps, Security, Patching & App Delivery	YES
End User Productivity Support	YES

Services	
Microsoft CSP License Management	YES
Proactive Management	8am-5pm, Monday-Friday
24x7x365 monitoring & critical issue support	YES
On Demand Monthly Reporting	YES
Quarterly Business Reviews	YES
Vendor Management Microsoft Nerdio IGEL Fortinet Meraki Mimecast Sentinel One TCOMM Tenino Telephone BIAS 11:11 Systems	YES
Patching of supported technology	Mutually agreeable schedule
System upgrades	Mutually agreeable schedule
Backup Management	Mutually agreeable schedule

	Service
Onboarding	<ul style="list-style-type: none"> • Project kickoff call with City of Tenino and RSI Engineering to review SOW, project goals, expectations and timeline • Obtain and review existing documentation. Enhance and update documentation where required • Inventory all systems covered by contract • Perform review of key technology areas • Stage 1- Network Deployment <ul style="list-style-type: none"> ○ City Hall <ul style="list-style-type: none"> ▪ Configure and install HA pair of Fortigate firewalls ▪ Configure SDWAN to support two ISP connections with local internet handoff ▪ Create site-to-site VPN tunnel to Azure ▪ Test connectivity ○ Public Works <ul style="list-style-type: none"> ▪ Configure and install Fortigate firewall ▪ Create site-to-site VPN tunnel to Azure ▪ Configure local internet handoff ▪ Test connectivity ○ Quarry House <ul style="list-style-type: none"> ▪ Configure and install Fortigate firewall ▪ Configure switch ports on Fortigate for two access points ▪ Create site-to-site VPN tunnel to Azure ▪ Test connectivity ○ Police <ul style="list-style-type: none"> ▪ Create site-to-site VPN tunnel to Azure ▪ Create site-to-site VPN tunnel from TCOM and Azure ▪ Test connectivity ○ Configure four Cradlepoint routers for police vehicles <ul style="list-style-type: none"> ▪ Test and validate connectivity ○ Provide documentation and environment turnover to Managed Services • Stage 2 – Microsoft Azure Deployment <ul style="list-style-type: none"> ○ Configure Microsoft Azure tenant <ul style="list-style-type: none"> ▪ Create new Azure tenant ▪ Optimize and secure Azure tenant

- Create VPN connection between on premise network and Azure
- Migrate on-premises Virtual Machines to Azure
 - Domain Controllers (City of Tenino)
 - File Servers (City of Tenino and Tenino Police Department)
 - Application Server (City of Tenino)
- Create Utility Server
- Deploy Virtual Desktop (VDI) environment
 - Perform base Nerdio configuration and integration
 - Perform base IGEL configuration
 - Configure FSLogix profile management
 - Create master Windows 10/11 multi-user image(s) with applications
 - Configure Nerdio for Pooled Desktop delivery
 - Review existing master image for configuration and optimization. Optimize for virtual delivery
 - Create image management process and required number of Virtual Desktops
 - Configure Microsoft Policies as required
 - Optimize the environment per best practices for VDI delivery
- Migrate Tenino Police Department users from current domain to City of Tenino domain
 - User accounts
 - Email
- Configure home folder redirection to OneDrive
- Migrate users from physical Windows delivery to virtual desktop on a user-by-user basis
- Perform turnover with Managed Services support team for each work effort outlined in the SOW

Assumptions:

- All equipment will be on current supported versions of software from the OEM
- All hardware on contract will be supportable by the OEM
- All core infrastructure equipment will have OEM support available and current maintenance
- Environment is currently stable and up to best practices

	<ul style="list-style-type: none">• Documentation on current state will be provided by customer including: network diagram, current directory structure, configuration workbooks, vendor and phone contacts, full inventory of covered equipment• If RSI need to update, 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
--	---

	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 Tenino. 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 Tenino, 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 Tenino 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 Tenino grants RSI authorization to view any data within the regular routine of the repair and support of the environment. City of Tenino 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.











Proactive Monitoring tasks done monthly include the following for in-scope systems:

- Datacenter/Cloud:
 1. View the Drive Detail Automate report for servers and create tickets for devices needing attention.
 2. View the patch compliance report for servers and create tickets for devices needing Windows updates. If a device is struggling to update, create a ticket and schedule during planned monthly maintenance.
 3. Perform cursory review of server event logs and act where appropriate.
 4. Check all storage devices (Servers, SAN, NAS)
 5. Verify and update hypervisor
 5. Update documentation, create follow-up tickets

- Network:
 1. Check networking device health
 - a) Firewall
 - b) Switches
 - c) APs
 2. Check for firmware updates. Note any changes. Schedule updates if required.

- EUC:
 1. Review and validate Citrix environment. Update if necessary
 2. Review prior month tickets to identify recurring tickets and themes.
 3. Review cloud environment and endpoint management
 4. Update documentation, create follow-up tickets

- Security:
 1. Check AV portal for any threats on network. Create ticket and address immediately if threats are found.
 2. Review servers in AD and make sure AV is installed. If servers do not have the agent installed, schedule time with the customer to install.
 3. Review security products (MFA, S1, etc..)
 4. Update documentation, create follow-up tickets

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
Service Escalation Procedure	<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

Managed Backup and Continuity Service (BaaS)	
Backup Management	<ol style="list-style-type: none"> 1. Review Backups weekly 2. Confirm success of backups across environment <ul style="list-style-type: none"> ○ Vendor escalation for errors 3. Daily backups will be run with a 30 day retention period. 4. Monthly reports will be provided on backup success <p>Please Note: Mass restores (entire servers or directories) will incur an egress charge from Azure which will be charged at actual rates to City of Tenino</p>

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 Tenino and RSI in advance.

RECURRING CHARGES

Offering	Length of Contract	Price Per Month (Excludes cloud usage services)
Managed Services	36 Months	\$8,000.00
Subscription licenses included in above Managed Services	LogicMonitor ConnectWise Automate Nerdio SentinelOne 11:11 Mimecast	
Billed In addition monthly based on actual consumption	Microsoft 365 E3, Month to Month Microsoft Azure Consumption	

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

Onboarding

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

Service	Price
Managed Services Onboarding	\$37,400.00

Upon receipt of this signed agreement, RSI will begin the onboarding process. Upon successful completion of onboarding, RSI will then begin taking tickets and support at the date commensurate with the completion of onboarding.

Upon completion of the onboarding, RSI will issue an invoice for the first month's coverage as defined by the completion date of onboarding.

*****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.

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.

Cloud Usage Services: Prices billed for a service or item based on City of Tenino consumption or usage, rather than a fixed price for a specified service, item, or period of time. City of Tenino is required to pay for the services or items used in Azure ("usage-based services"). Usage-based services include, but are not limited to, Virtual Servers (per Virtual Server), Virtual CPU's (per virtual CPU), Memory (RAM, per GB), Storage (per GB), and data ingress/egress

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	Hourly Rate	After Hours and Holiday Rates
Service Desk Technician	\$125.00	\$200.00
Service Desk Engineer	\$165.00	\$300.00
Practice Engineer	\$200.00	\$350.00
Senior Practice Engineer	\$250.00	\$350.00
Practice Lead/CISO	\$400.00	\$600.00
Project Coordinator	\$125.00	\$125.00
Project Manager	\$175.00	\$175.00

TERMS AND CONDITIONS

I. PURPOSE AND MEANING OF SIGNATURES

City of Tenino signature on this document indicates that City of Tenino agrees that the content, terms, conditions, and deliverables contained herein accurately reflect the services required by City of Tenino. City of Tenino decision to purchase the services described will be based on this document in its entirety. RSI signature on this document indicate that RSI's obligation to undertake the services as defined in this Statement of Work, in the time frames described herein effective as of the date of City of Tenino decision to purchase and providing that City of Tenino provides appropriate purchase/payment commitments.

II. WARRANTIES

RSI Warranties. RSI represents and warrants that (a) RSI has the power and authority to enter into and perform its obligations under this Agreement, and (b) RSI's Services under this Agreement shall be performed in a workmanlike manner in accordance with the highest standards of quality, shall conform strictly to the requirements as set forth in this agreement, and shall be fit for their intended uses. RSI shall take all reasonable precautions to protect the equipment and data of City of Tenino against loss, damage, theft or disappearance while in the care, custody, or control of RSI, its representatives, agents, and subcontractors. City of Tenino Warranties. City of Tenino represents and warrants that it has the power and authority to enter into and perform its obligations under this Agreement.

Disclaimer of Warranty. Except for the limited warranty set forth previously, RSI makes no warranties hereunder, and RSI expressly disclaims all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose.

III. INVOICING AND PAYMENT

Payment. All invoices are to be paid to RSI in net 30 days. In addition, RSI and City of Tenino mutually agree to a progressive invoicing schedule on bi-weekly basis. If City of Tenino requires a purchase order to process payments, please provide a purchase order number during signature of this agreement.

Late Payment. City of Tenino shall pay to RSI all undisputed fees within 30 days of the date of the applicable RSI invoice. If City of Tenino fails to pay any undisputed fees within 30 days from the date of an invoice, where applicable, late charges of 1.5% per month or the maximum allowable under applicable law shall also become payable by City of Tenino to RSI. In addition, failure of City of Tenino to fully pay any undisputed fees within forty-five 45 days after the applicable due date shall be deemed a material breach of this Agreement, justifying suspension of the performance of the Services by RSI, and will be

sufficient cause for immediate termination of this Agreement by RSI. Any such suspension does not relieve City of Tenino from paying past undisputed due fees plus interest and in the event of collection enforcement, City of Tenino 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. In any case or jurisdiction where RSI is required to charge tax for services provided pursuant to this Agreement, RSI shall invoice to and collect from City of Tenino, and remit, such sales tax. Each party shall be responsible for any other taxes assessed against it.

IV. NO HIRE

During the course of this project and for a period of twelve months following the conclusion of this SOW, City of Tenino shall not directly or indirectly hire, solicit, or encourage RSI employees or contractors to leave the employment of RSI in an effort to gain employment with City of Tenino.

V. CONFIDENTIAL INFORMATION

Each party agrees that during the course of this Agreement, information that is confidential or reasonably understood to be proprietary, trade secret or similar designation due to its nature and circumstances of disclosure, may be disclosed to the other Party, including, but not limited to, software, technology, technical processes and formulas, source codes, business and product plans, email, voicemail, wireless communications, firewalls, passwords and other business, personal, or unique identifiers ("Confidential Information"). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving Party, (b) was known to the receiving Party as of the time of its disclosure, (c) is independently developed by the receiving Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing Party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each Party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each Party and its employees shall survive the expiration or termination of this Agreement. Neither party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party. Any press release or publication regarding this Agreement is subject to prior review and written approval of the parties.

VI. **LICENSE AND PROPRIETARY RIGHTS**
Proprietary Rights of City of Tenino. As between City of Tenino and RSI, City of Tenino information shall remain the sole and exclusive property of City of Tenino, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. City of Tenino hereby grants to RSI a non-exclusive, worldwide, royalty-free license for the duration of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use City of Tenino information as necessary to render the Services to City of Tenino under this Agreement.

Proprietary Rights of RSI. All materials, 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 used by RSI to provide the Services to City of Tenino, including, without limitation, 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 or its suppliers. To the extent, if any, that ownership of the RSI Materials does not automatically vest in RSI by virtue of this Agreement or otherwise, City of Tenino hereby transfers and assigns to RSI all rights, title and interest which City of Tenino may have in and to the RSI Materials. City of Tenino acknowledges and agrees that RSI is in the business of providing network protection 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.

VII. **INDEMNIFICATION**
Both parties agree to indemnify, defend, and hold harmless the other party, its directors, officers, affiliates, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys, fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of the indemnifying party's representations, warranties, or agreements hereunder; (ii) arises out of the indemnifying party's negligence or willful misconduct; or (iii) hereunder results or arises from a party's violation of the law or any rights of third parties, including without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses.
Notice: In claiming any indemnification hereunder, the indemnified Party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it

so chooses, provided that the indemnifying Party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified Party shall not be final without the indemnified Party's written consent, which shall not be unreasonably withheld.

VIII. **LIMITATION OF LIABILITY**
Except for instances of RSI negligence or willful misconduct, RSI shall have no liability for unauthorized access to, or alteration, theft or destruction of, City of Tenino data files, programs or information through accident, fraudulent means, or devices. Neither party shall have liability for consequential, exemplary, special, incidental, or punitive damages even if RSI has been advised of the possibility of such damages. Except for instances of RSI negligence or willful misconduct, the liability of RSI to City of Tenino for any reason and upon any cause of action shall be limited to the amount actually paid to RSI by City of Tenino under this Agreement during the four (4) months immediately preceding the date on which such claim occurred.

IX. **TERMINATION AND RENEWAL**
Term. This Agreement shall be effective when signed by the Parties and thereafter shall remain in effect for ninety (90) days or until the completion of this service engagement, unless earlier terminated as otherwise provided in this Agreement.

Termination. Either party may terminate this Agreement 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 the other Party materially breaches any of its representations, warranties or obligations under this Agreement, and such breach is not cured within ten (10) days of receipt of notice specifying the breach. Either party may terminate this Agreement at any time and for any reason by providing written notice of termination to the other party and a pro rata portion of the fees will be paid to RSI for Services not yet rendered on the date of termination.

Termination and Payment. Upon any termination or expiration of this Agreement, City of Tenino shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

X. **MISCELLANEOUS**
Entire Agreement. This Agreement and attached Schedules constitute the entire agreement between City of Tenino and RSI with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

Cooperation. The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties.

Independent Contractors. RSI and its personnel, in performance of this Agreement, are acting as

independent contractors and not employees or agents of City of Tenino.

Amendments. No amendment, change, waiver, or discharge hereof shall be valid unless in writing and signed by the Party against which such amendment, change, waiver, or discharge is sought to be enforced.

Customer Identification. RSI may use the name of and identify City of Tenino as an RSI Customer in advertising, publicity, or similar materials distributed or displayed to prospective RSI Customers.

Force Majeure. Except for the payment of fees by City of Tenino, if the performance of any part of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either Party, that Party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

Washington Law. This Agreement shall be governed in all respects by the laws of the State of Washington without regard to its conflict of law's provisions, and City of Tenino and RSI agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the: appropriate state or federal court located in the City of Seattle, and City of Tenino and RSI hereby submit to the jurisdiction of such courts.

Assignment. Both parties shall not 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.

Waiver. The waiver of failure of either Party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

Severability. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

Counterparts. This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

Headings. The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

Approvals and Similar Actions. Where agreement, approval, acceptance, consent or similar action by either Party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

Survival. All provisions of this Agreement relating to City of Tenino warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, City of Tenino indemnification obligations, and payment obligations shall survive the termination or expiration of this Agreement.

ADDITIONAL TERMS FOR MANAGED BACKUP AND CONTINUITY SERVICES OFFERING IF SELECTED

Managed Backup and Continuity Services

The following additional special terms and conditions apply when Managed Backup and Continuity Services ("Backup Service", or "BaaS") is accepted as part of the Managed Services Agreement (MSA).

General Terms

Right! Systems, Inc. ("Right! Systems") will provide Backup as a Service (BaaS) during the term of the applicable Managed Services Agreement consisting of cloud-based backup and recovery services in connection with City of Tenino use of Proprietary Software or with City of Tenino use of Proprietary Hosted Services (collectively, "Software").

Backup and recovery services for Right! Systems, Inc. Cloud Servers, Managed Backup for Microsoft Azure Virtual Machines, and Managed Backup for Microsoft Office 365 Exchange Online and SharePoint Online services may be provided in connection with City of Tenino use of Software and cloud-based services.

Backup and recovery services of on-premise, physical and virtual servers may be provided in connection with City of Tenino use of Right! Systems, Inc. BaaS solution.

Right! Systems agrees to provide up to 30 days of cloud-based backup as part of this BaaS offering, with one (1) daily backup created at a mutually agreed upon time between Right! Systems and customer. Recovery of data and systems from Right! Systems' BaaS will be done on an as needed basis, with best effort applied to meet mutually agreed upon Service Level Objectives.

Recovery testing will be a separate, scheduled service and billed out an agreed upon hourly rate.

Right! Systems will not be responsible for or guarantee viability, accessibility, recoverability, or integrity of any data or systems provided by customer under this BaaS agreement.

Security

Right! Systems, Inc. agrees to hold confidential all of City of Tenino data in its possession, exercising the same degree of care that a company utilizing industry-accepted business practices would exercise with similar data of its own. Right! Systems, Inc. will implement reasonable security and environmental precautions to promote an appropriate level of system availability and data protection and recovery.

License

Right! Systems, Inc. grants you a non-exclusive, non-transferable license to use the Software solely for City of Tenino internal business purposes and in accordance with this Agreement.

Right! Systems, Inc. does not convey any intellectual property rights of ownership of the Software, including all

copyrights and other intellectual property rights vested in the Software, and all modifications to the Software (including derivative works), and changes to the Software made during the Agreement. In no event will title to all or any part of the Software pass to you.

You agree that, as between the Parties, the Software (in whole or part) remains the exclusive property of Right! Systems, Inc. and may not be copied or used except as expressly authorized by this Agreement. Any rights not expressly granted to you under this Agreement are retained by Right! Systems, Inc..

You acknowledge and agree that you are acquiring only the right to use the Software during the term of the Agreement, and you will not, and will not permit others to modify, customize, reverse engineer, reverse assemble, or reverse compile the Software or any part thereof.

When the Software used in the service is produced or manufactured by an entity other than Right! Systems, Inc., and you interact with the Software, you agree to separately obtain and independently adhere to all applicable terms of use of the Software, as may be published and periodically updated by the Software manufacturer.

Use

You are responsible for any communication costs associated with the connection between City of Tenino site and third-party data services, and between City of Tenino hosted infrastructure and third-party data services.

You must implement reasonable security and environmental precautions to ensure a high level of system availability and data protection and recovery if not managed by Right! Systems Managed Services

You covenant and agree that you will not place any data in Right! Systems, Inc.'s offsite storage that (i) infringes the intellectual property rights or privacy rights of any third party, (ii) violates any law, statute, ordinance or regulation, (iii) is defamatory, libelous, unlawfully threatening or harassing,

(iv) is obscene, or contains any viruses, Trojan horses, malware, worms, time bombs, cancel bots or other programming routines that are intended to or have the effect of damaging, detrimentally interfering with, surreptitiously intercepting, or expropriating any system, data or personal information. You will defend, indemnify and hold Right! Systems, Inc. harmless against any third party claim, suit or proceeding alleging any breach of these covenants.

Right! Systems, Inc. reserves the right to limit or restrict off-site data retention if, as determined by Right! Systems, Inc., you engage in any activity or use the off-site retention in a manner that: (i) adversely impacts Right! Systems, Inc.; (ii) results in excessive bandwidth or storage usage; or (iii)

harms, disrupts, or otherwise diminishes the Right! Systems, Inc. brand, services, network, or computer system.

Warranty and Limitation of Liability

You acknowledge that you are responsible for determining whether the Backup Service is appropriate for City of Tenino data protection needs.

You agree to contact Right! Systems, Inc. immediately if you believe that the Software is not functioning according to standard written specifications.

You acknowledge that many factors contribute to successful recovery of data and agree that Right! Systems, Inc. cannot guarantee recovery of any data and that any assistance provided by Right! Systems, Inc. in recovering data is provided on a best-efforts basis.

Right! Systems, Inc.'s sole warranty is that the Backup Service substantially complies with any standard specifications provided in writing by Right! Systems, Inc.. City of Tenino sole and exclusive remedy, and Right! Systems, Inc.'s entire liability under this Agreement is limited to the following: (i) Right! Systems, Inc. will use reasonable commercial efforts to correct any substantial noncompliance with the above warranty; and (ii) if such non-compliance cannot be corrected after using commercially reasonable efforts, you may terminate the Agreement and receive a refund of any amounts paid since the time of the non-compliance.

EXCEPT FOR THE LIMITED WARRANTY IN THE PARAGRAPH IMMEDIATELY ABOVE, RIGHT! SYSTEMS, INC. MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE BACKUP SERVICE OR THE SOFTWARE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, WORKMANLIKE EFFORT, AND NEGLIGENCE. YOU ACKNOWLEDGE YOU HAVE RELIED ON NO WARRANTIES WITH RESPECT TO THE BACKUP SERVICE OR THE SOFTWARE IN ENTERING INTO THIS AGREEMENT. IN NO EVENT WILL RIGHT! SYSTEMS, INC. BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, ECONOMIC, EXPECTANCY, RELIANCE, RESTITUTIONARY, OR PROPERTY DAMAGES WHATSOEVER, INCLUDING ANY DAMAGES FOR LOSS OF DATA, LOST BUSINESS PROFITS, LOST REVENUE, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS ARISING FROM OR RELATING TO THE AGREEMENT. FURTHER, IN NO EVENT SHALL RIGHT! SYSTEMS, INC.'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THE AGREEMENT EXCEED THE AMOUNT OF FEES AND AMOUNTS YOU PAID UNDER THE BACKUP SERVICE AGREEMENT. YOU ACKNOWLEDGE THAT THE AMOUNTS PAID UNDER THE BACKUP SERVICE AGREEMENT REFLECT THE ALLOCATION OF RISK SET FORTH IN THE AGREEMENT AND THAT RIGHT! SYSTEMS, INC. WOULD NOT ENTER INTO THE AGREEMENT WITHOUT THESE LIMITATIONS ON ITS

LIABILITY. NO CLAIM MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER WITH RESPECT TO ANY EVENT, ACT, OR OMISSION THAT OCCURRED MORE THAN ONE YEAR PRIOR TO SUCH CLAIM BEING ASSERTED.

YOU HEREBY COVENANT NOT TO SUE, AND YOU WAIVE, DISCHARGE, AND RELEASE RIGHT! SYSTEMS, INC. FROM ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR DAMAGE TO City of Tenino ELECTRONIC DATA ARISING OUT OF, CAUSED BY, OR RELATED IN ANY WAY TO HOW YOU BACKED UP THE ELECTRONIC DATA.

You release Right! Systems, Inc. from any liability for loss of productivity resulting from or concurrent with the failover as part of this Agreement.

Service Suspension and Data Forfeiture

Right! Systems, Inc. may suspend Backup Service if you do not pay all amounts due on or before the due date of each related invoice. If payment is not received, Right! Systems, Inc. will notify you of non-payment and that City of Tenino service will be suspended. If payment is still not received within thirty (30) days following the non-payment notice, Right! Systems, Inc. may suspend service without further notice. If Right! Systems, Inc. does not receive payment within sixty (60) days of the non-payment notice, Right! Systems, Inc. may terminate City of Tenino services, remove stored data without additional notice, and is under no obligation to provide the forfeited data in any form nor via any means.

Termination

Upon termination, you must promptly pay any amounts due and owing to Right! Systems, Inc. and return the Software. If Software has been installed on a device, you must promptly uninstall the Software and at Right! Systems, Inc.'s sole discretion, either destroy or return all Software copies and documentation. You will certify to Right! Systems, Inc. in writing within five (5) business days following the termination date that you have so complied and that no Software is being used or retained on any of City of Tenino computers or storage devices. If any Rented Equipment is related to the Services in this Backup Services Agreement, City of Tenino obligation with respect to such Rented Equipment shall be solely governed by the Equipment Rental Agreement as specified in the Managed Services Agreement governing this Service. You understand that upon termination all City of Tenino data, including any data maintained in a Right! Systems, Inc. data center, will be deleted.

Governance

This Agreement is not governed by the United Nations Convention on the International Sale of Goods, the application of which is expressly excluded. The Software is subject to the customs and export control laws and regulations of the United States and may be

subject to the customs and export laws and regulations of the country in which the products are manufactured or received. If the Software is licensed for use outside of the United States, you agree to comply fully with all relevant export laws and regulations of the United States and the country or territory in which the Proprietary Software is used, to assure that neither the Software, nor any direct product thereof, are exported, directly or indirectly, in violation of such laws. Under United States law, the Software may not be sold, leased or otherwise transferred to restricted

countries, or used by a restricted end-user or an end-user engaged in activities related to weapons of mass destruction.

If you are a branch or agency of the United States Government, the following provision applies: As defined in

FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227- 7014(a)(5) or otherwise, all Software and accompanying documentation provided by Right! Systems, Inc. are “commercial items,” “commercial computer software,” and/or “commercial computer software documentation.” Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure, or distribution thereof by or for the US. Government is governed solely by the terms of the Agreement and is prohibited except to the extent expressly permitted by the terms of the Agreement.

AGREEMENT

i *The signatures below indicate that Right! Systems, Inc. and City of Tenino agree to all Terms and Conditions detailed in this Proposal; and if a City of Tenino Purchase Order number is required for invoicing by Right! Systems, Inc., City of Tenino agrees to provide a Purchase Order number and/or a copy of a Purchase Order with signed Proposal.*

Customer PO: _____

This Agreement is valid for signature 30 days from September 18, 2023.

Right! Systems Inc.

City of Tenino

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	Ongoing	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	No
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
Check 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	Yes
Monitor for unusual activity among users	Ongoing	No

Applications	Frequency	Included
Ensure Microsoft Office applications are functioning as designed	Ongoing	Yes
Ensure line of business applications are functioning as designed	Ongoing	Yes

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

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