



Maintenance and Support Service Contract

AGREEMENT made this day of _____ between Active Networking, Inc. and the City of Willowick

1. General Terms

- a. Client Name City of Willowick
- b. Address 30435 Lakeshore Blvd
- c. Phone 1-440-585-3700
- d. Fax 1-440-585-3220
- e. E-Mail cbenedict@cityofwillowick.com
- f. Terms 30 Day's

g. Start Date _____

h. End Date _____

- i. Service Calls Savings are based on a per call basis of Standard Rate of a \$125.00 hr. without contract.
- j. Response Time: Major/Critical outages within four hours. A critical outage is defined as total system inoperability.
 Minor non-critical outages within eight hours.
 Moves, Adds, and Changes (MACs) one business day.

Standard Response time unless a different response timetable is specifically requested and agreed to by both parties

Standard (unscheduled) service hours are Monday through Friday from 8:00 am to 5:00 PM EST (except holidays). Service calls placed after 3:00 PM may be responded to the following business day, but will still fall within the minimum response time frame.

k. Standard Billing Rates

Trip Charges: Any work which requires a technical dispatch to the customer site will incur a trip charge of \$35.00 (per trip).

2. Pricing for work outside of Maintenance Agreement

Pricing for maintenance or repairs that are not covered under this maintenance agreement will be billed on a time and materials (T&M basis) as follows:

| Service Time | Base Maintenance Rate | Without a Maintenance Agreement |
|-------------------------|-----------------------|---------------------------------|
| Monday-Friday, 8AM-5PM | Base Maintenance Rate | \$125.00 Per Hour |
| After-Hours & Saturdays | \$100.00 Per Hour | \$180.00 Per Hour |
| Sundays & Holidays | \$120.00 Per Hour | \$250.00 Per Hour |



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The Preventative Maintenance, is intended to assist an Organizations staff in extending the life and improving the operation of their network with ongoing assistance. An engineer is assigned to your site and on a predefined scheduled perform (2,4,8,12 or 16) hours of pre-paid maintenance on your systems each month. The assigned engineer's purpose is to update, track and identify any issues concerning with the network file server's, Local Area Network (LAN) and Wide Area Network (WAN). The engineer will also perform other tasks directly related to the network as listed below. In addition the engineer will assist with any other computer related problems if time and scheduling permit. If time or scheduling does not permit, a later visit out of the maintenance rotation will be scheduled as soon as possible (ASAP).

Upon signing up for the a maintenance plan, the maintenance service rate is locked in for the duration of the contract with the exception of After Hour Service or Emergency Service. Out of schedule Normal Services will be rendered at the same rate as the scheduled maintenance rate during normal business hours of 8:00am to 5:00pm.

Tasked Performed Monthly are as follows:

Server related tasks

- Review all server-based logs
- Review all vital server statistics
- Review disk free space
- Review disk usage
- Review data structure on disk
- Physically inspect server hardware
- Perform a scheduled system shutdown & restart
- Apply all operating system updates and patches as needed for compliancy

Backup and Archiving System

- Review Backup logs
- Perform a test Restore

Review Platform and OS Structure

- Review Domain Structure
- Review Partition and Replication
- Review time synchronization
- Review (NT Tasks)

Printers and Network Connected Printers

- Visually inspect printers
- Note:** We do not perform Service on Printers or Parts replacements.

Network Connected Devices

- Test network connected devices for proper functionality

Other

- Purge all log information to set up for next visit

Help desk Support:

One of the advantages of being an Active Networking client is access to on-line Help desk. This is a one step approach to getting your IT problems resolved efficiently. It also provides our staff with a database of your resolved and open issues for quick reference and timely resolution to any technical difficulty you may be currently experiencing. You can also request new services online eliminating the hassle of telephone tag. Tracking the status of all open requests is as simple as a click on the Help desk screen. Monitoring the history of all closed requests is also available to you to trend your organizations IT activity at whatever intervals is appropriate for you.



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Any work which requires a technical dispatch to the customer site without a support contract will incur a trip charge of \$35.00 (per trip) and a minimum of two billable hours (per trip). Holidays are defined as any day the U.S. Federal Government is closed for business.

Plan: 2023 Maintenance Support
175 Hours Total
Cost: \$20,125.000

- 3. Special Projects outside of normal support will be billed separately with a negotiated cost based on the project requirements.**
- 4. Parts and Availability:** Parts required for replacement will be provided and charged at Active Networking, Inc. standard pricing. All parts purchased from Active Networking, Inc. will carry a manufacturer's warranty. Active Networking, Inc. will provide installation services for additional parts purchased by the Customer from other sources, without warranty from Active Networking, Inc. on the part. Parts are defined as components, such as, but not restricted to the following items: CPU's, motherboards, floppy drives, hard drives, memory, network interface cards, keyboards, mouse, trackballs, monitors, power supplies, CD ROMs, sound cards, cables, routers, hubs, modems, bridges and switches.
- 5. Additional Service:** Each time a service call is made, the work to be performed must be indicated upon the initial request for service. Each subsequent service request must be documented as an additional service call and must be scheduled according to the response times in your agreement. A service manager must authorize any additional work requested at the time technician arrives on site.
- 6. Depletion of service plan and automatic renewal:** If at the beginning of, or at any time during a Service Call, our technical engineer determines that the service required will likely deplete the amount of time remaining under the Service Plan then in existence, our technical engineer shall inform the Client, and the Client shall have the following options.
 - a. Continue with the service until the Service Plan is depleted, at which point, if additional service is still required, the Client shall pay to Active Networking, Inc. their non-contract rate of \$125.00 per hour.
 - b. Purchase a new Service Plan and continue with service upon payment to Active Networking, Inc. in the amount of the Service Plan purchased.
 - c. Discontinue Service and retain any time remaining under the Service Plan, subject to unused time.
- 7. Unused Time:** If the Client does not deplete its Service Plan by the end of the Term, any time remaining in the Plan may be applied to a new Service Plan at 1/2 the value of the time, provided that the Client chooses a Service Plan of equal or greater value.
- 8. Recurring Condition:** If the Client notifies Active Networking, Inc. within two days of a service call that the problem for which that service call was made has reoccurred, Active Networking, Inc. will evaluate the problem at no charge to the Client, Upon evaluation, Active Networking, Inc. reserves the right to repair the problem at no charge to the Client, unless Active Networking, Inc. determines that the problem recurred because alterations were made or instructions were not followed by the Client, their agents, representatives, or employees. In that case, service will be charged against the time remaining in the Service Plan. For the purpose of this paragraph, alterations are defined as: any software download from the Internet, including but not limited to: Java and Active X executables, whether intentional or not; physical damage; physical entry into a computer; connection or disconnection of any cables, component or peripheral; and or any other changes made by the Client or its agents, employees, contractors, licensees or invitees that actually caused the condition to recur.



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- 9. Software:** Active Networking, Inc. does not manufacture software. Active Networking, Inc. will install software purchased by the Client and will contact the software manufacturer, if necessary, in an effort to resolve “bugs” or compatibility issues in the software -however. Active Networking, Inc. disclaims all liability for the failure of any software to work properly, or for its intended purpose on the Client's network or on any individual computer of the Client.
- 10. Loss of Data:** The Client represents that it has established and regularly follows procedures for fail-safe backup the Client's data. The Client further explicitly agrees that Active Networking, Inc. shall not be responsible for the integrity or existence of any data on the Client's network or any individual computer of the Client: and that the Client will indemnify, defend and hold harmless Active Networking, Inc. for the corruption or loss of any data of the Client, or of any their parties.
- 11. Incidental and Consequential Damage:** The Client explicitly agrees that Active Networking, Inc. shall not be responsible for Incidental or consequential damages arising from the Client's inability to use its network or any individual computer during any service call made by Active Networking, Inc. or for any loss suffered by the Client as a result of any subsequent equipment failure, without limitation.
- 12. Indemnification:** In addition to, and not in limitation of, disclaimers of liability made by Active Networking, Inc. for hardware and software damage in any other portion of this agreement, for any hardware or software failure for which a Service Call is made by the Client, which failure has the effect of causing loss to any third party, whether or not by delay, loss or corruption of data, loss or benefit of any contracts, or any other loss, the Client shall indemnify, defend and hold free and harmless Active Networking, Inc. from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, sums paid in private rights of action or in settlement of claims, legal fees, consultant fees and expert fees) which arise during or after the Term as a result of such failure.
- 13. Failure of Funds:** Failure to fund a contract within the approved account terms or date designated by contract will result in acceleration of payments remaining on the contract as due immediately. Failure to fund a contract at any time during the contract period will result in a suspension of service until all amounts due on the Client account is brought current within the stated terms.
- 14. Collection of Payment:** With respect to any action by Active Networking, Inc. to collect payment due under this Agreement, the Client agrees to pay all costs of such collection, without limitation, costs of suit, expenses, and reasonable attorney's fees.
- 15. Non-Solicitation Agreement:** During the term of this Agreement and for a period of one year thereafter, the parties agree not to hire, solicit, or attempt to solicit, whether directly or indirectly, the services of any employee, consultant, or subcontractor of the other party without the prior written consent of that party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breach in party with 150 percent of the solicited person's annual compensation.



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16.Change / Addendum: This Agreement may not be changed unless in writing and signed by all parties hereto.

Accepted and Agreed on this date: _____ Print Name: _____

Signature: _____

Amount paid upon execution of _____ By: _____

Contract Cost: \$20,125.00 _____

Active Networking, Inc. Authorized Representative

Print Name: Thomas Souza _____

Method of Payment: _____

Title: President _____

Signature: Thomas Souza