

SERVICE LEVEL OBJECTIVES

MMIT Business Solutions Group & All Covered will use commercially reasonable efforts to maintain satisfactory uptime and availability for all supported devices and to respond and escalate all reactive support according to the support response processes identified below. System availability may be affected by reasons beyond MMIT Business Solutions Group & All Covered's control including:

- Defects and malfunctions of or client changes to devices, operating systems or applications
- Reprioritization of tasks by the client
- Problems resulting from actions or inactions of the client contrary to MMIT Business Solutions Group & All Covered's reasonable recommendations
- Loss of power or Internet connectivity.

SUPPORT RESPONSE PROCESSES

For each selected service, MMIT Business Solutions Group & All Covered will perform reactive services in accordance with its problem prioritization, management and escalation processes. A service ticket in MMIT Business Solutions Group & All Covered's systems will be used to track and document each service level incident.

Clients may request support by phone or email. The following is a list of service delivery procedures by source of their request:

- Phone: Used to report high impact incidents. Incidents reported by phone are addressed immediately.
- E-mail: Used to report medium and low impact incidents that do not require immediate attention. Incidents submitted through e-mail are assigned to an engineer within one business day.

Remote Support Center target time to answer new calls 24 hours a day is within 2 minutes.

The team strives to meet and exceed the objectives defined below.

Escalation Objectives

	Urgent (Priority 1)	High (Priority 2)	Medium/Low (Priority 3/4)
Alert Receipt	10 minutes from event	30 minutes from event	60 minutes from event
Validation	15 minutes from receipt	60 minutes from receipt	1 business day from receipt
Escalation	30 minutes from validation	30 minutes from validation	30 minutes from validation
Field Escalation	60 minutes from escalation	90 minutes from escalation	120 minutes from escalation

Urgent (Priority 1) – Complete system failure or critical business function failure, or >50% of users affected.

High (Priority 2) – No system failure but system degradation where users are unable to access or execute critical system functions, or 25%-50% users affected.

Medium/Low (Priority 3) – Application not performing per documentation but users can perform basic job functions with alternate procedures, or <25% users affected.

SCHEDULE OF SERVICES FOR CITY OF PRAIRIE CITY

Supported Locations: 6

400 Locust Street, Suite 265 Des Moines, IA 50309
With: Network Remote Monitoring and Network Incident Remediation

Unified Management for the following environment

Computers: 22, Servers: 1, Network Devices: 2 Switch (Type 4), 2 Access Points (Type 4), 1 Firewall (Type 4), Storage Devices: 1

- Asset inventory
- Virus Protection*
- Online Threat Protection*
- Hosted Email Protection*
- OpenDNS On-net
- Windows Patching
- 24/7/365 Help Desk Support
- Remote 24 x 7 server monitoring
- Server incident remote remediation

All On-site Support

Additional Support

Standard Hours are Monday through Friday, 8 a.m. to 5 p.m., excluding public holidays.

- \$160 per hour, in 15 minute increments, minimum half an hour, plus one-way travel time, minimum half an hour

Outside of Standard Hours

- \$225 per hour, in 15 minute increments, minimum two hours, plus round trip travel time, minimum one hour

Included Services

- Guidebook documentation; Itemized monthly billing
- Management of escalations to telecommunications and software providers
- Procurement Services; Assistance with hardware & software purchasing

Monthly Fee: \$1,640.00

All prices are exclusive of any applicable sales or use taxes, and shipping costs.

Fee assumes that Client equipment is under manufacturer warranty or maintenance contract.

See www.allcovered.com/terms for additional terms of service.

See www.allcovered.com/holidays for a list of public holidays for the purposes of this schedule.

Additional Fee Details:

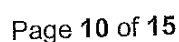
- Monthly support fee for each additional server: **\$170**
- Monthly support fee for each additional computer: **\$45**
- Monthly support fee for each additional network device (Type 1 & 2): **\$40**
- Monthly support fee for each additional network device (Type 3 & 4): **\$70**

- ## On-boarding Process

In the onboarding process, a clients' environment is documented, protection software and monitoring systems are deployed and Client specific support procedures are put in the place

- **Presentation of MMIT Business Solutions Group & All Covered support procedures**

- *Any issues identified which need to be rectified outside the scope of the on-boarding process will be billed hourly at \$185/hour. Prior to work being completed the customer will be notified of any necessary work.
- * No anti-virus solutions are foolproof. In tandem with All Covered's anti-virus services, Client should implement its own set of best practices, including safe browsing and email procedures. Additional charges may apply for the recovery of devices from virus infections if the need is significantly higher than anticipated in these Contract Documents.



TERMS AND CONDITIONS OF SERVICE

1. **Applicability.** This Master Services Agreement ("MSA") sets forth the terms and conditions under MMIT Professional Services., will provide the IT Support Services ("Services") described in the accompanying Schedule of Services ("Schedule") and any subsequent schedules executed by the parties. Each Schedule shall set forth the Services to be performed and the related fees. The MSA and Schedule are collectively referred to as the Contract Documents.

2. **Term and Termination.**

a) The initial term of this MSA shall commence on the Effective Date and terminate Thirty Six (36) months thereafter. This agreement is non-cancelable at any time other than at the expiration of this agreement term. Either party may terminate this MSA without cause by giving Sixty (60) days' notice of termination no more than 90 days prior to the expiration of this agreement. If this agreement is cancelled for any other reason prior to the expiration of this agreement, you agree you will pay any and all remaining unpaid monthly charges through the remainder of the contract term. Following the initial term this MSA shall automatically renew for successive one (1) year terms unless either party provides the other with Sixty (60) days' notice of termination.

(b) Termination is not an exclusive remedy and the exercise by either party of any remedy under this MSA will be without prejudice to any other legal or equitable remedies it may have. Sections 3(b) (Warranty Disclaimer), 4 (Limitation of Liability), 5 (Confidential and Proprietary Information) and 6-12 (general terms) shall survive any expiration or termination of this Agreement.

3. **Limited Warranty:**

(a) We warrant for a period of thirty (30) days following delivery (the "Warranty Period") that all Services shall be performed in a professional manner in accordance with generally applicable industry standards. Our sole liability (and your exclusive remedy) for any breach of this warranty shall be for us to re-perform any deficient Services, or, if we are unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. We shall have no obligation with respect to a warranty claim: (i) if you notify us of such claim after the Warranty Period or (ii) if your claim is the result of third-party hardware or software failures, your misuse of the Services or is otherwise caused by factors outside of our control.

(b) THIS SECTION 3 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY US. WE MAKE NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY US. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

4. **LIMITATION OF LIABILITY.** WE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. WE SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF YOUR USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.

IN NO EVENT SHALL THE AMOUNT YOU MAY RECOVER FROM US UNDER THE CONTRACT DOCUMENTS ON ANY THEORY OF LIABILITY EXCEED THE TOTAL PAYMENTS YOU HAVE MADE FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

THE LIMITATIONS SET FORTH IN THIS SECTION 4 SHALL NOT APPLY TO PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF MMIT.

5. **Confidential and Proprietary Information:**

(a) Each party agrees that all know-how, business, technical and financial information it obtains ("Receiving Party") from

the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Agreement, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order.

(b) Any templates, schematics, processes or technical documentation provided to you in connection with the Services shall be deemed our Confidential Information and proprietary information. You may use such information solely for your own internal business purposes.

(c) We shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

6. **Independent Contractor:** The parties to this MSA are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. **Assignment:** Except for an assignment made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of your assets, you may not assign any part of the Contract Documents without our prior written consent, which we may withhold at our sole discretion. Any purported assignment in violation of this section shall be void.

8. **Disputes; Governing Law; Arbitration:** Iowa law, without regard to conflict of laws principles, shall govern and enforce the Contract Documents. Venue for any legal action between the parties shall take place in the Superior Court of Iowa in Polk County, and you waive any objection to personal jurisdiction of that court or to that venue based on forum non conveniens. At the option of either party, any dispute arising out of the Contract Documents shall be resolved by binding arbitration by the Judicial Arbitration & Mediation Services in accordance with its Comprehensive Arbitration Rules & Procedures. Except for a claim of payments of amounts due, no legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen. The prevailing party in any action arising out of the Contract Documents shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled.

9. **Complete Understanding; Modification:** The Contract Documents constitute the full and complete understanding and agreement between the parties and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both parties.

10. **Waiver and Severability:** Waiver or failure by either party to exercise in any respect any right provided for in the Contract Documents shall not be deemed a waiver of any further right thereunder. If any provision of the Contract Documents is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of the Contract Documents shall continue in full force and effect.

11. **Force Majeure:** Neither party shall be liable to the other for any delay or failure to perform any obligation under the Contract Documents (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as strikes, blockade, war, terrorism, riots, natural disasters, and/or refusal of

license by the government, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

12. Notices and Reports: Any notice or report hereunder shall be in writing to the notice address set forth below and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (iii) one day after it is sent if by next day delivery by a major commercial delivery service.

SCHEDULE OF SERVICES

The Customer agrees to the following terms of service for IT Services.

1. The following services will be provided to the Customer
 - a. Servers
 - i. remote monitoring of connectivity, key Windows Services, key Event Log Alerts, as well as availability of disk space
 - ii. Notifications of service issues discovered through monitoring and the resolution of those insofar as the issues are covered by this agreement
 - iii. Deployment of approved Microsoft patches
 - iv. Maintenance of offered anti-virus software and virus signature profile
 - v. Regular disk defragmentation and cleaning of temporary operating system files
 - b. PCs
 - i. Deployment of approved Microsoft patches
 - ii. Maintenance of offered anti-virus software and virus signature profile
 - iii. Maintenance and updates of offered anti-malware protection software
 - iv. Regular disk drive defragmentation, while PCs are turned on
 - v. Provide support for connectivity to servers, printers and the Internet
 - vi. Correct functioning of supported applications.
 - c. Mobile Devices: Network connectivity and email synchronization for phones and tablets running Windows, Apple or Android operating systems.
 - d. Hosted email filtering of suspected spam and viruses if required
 - e. End user support
 - i. Help Desk support between 8am and 5pm local time, Monday to Friday, excluding public holidays.
 - ii. The local continental US time zone of the Customer shall define the support window
 - iii. Calls outside of Help Desk hours will incur additional charges, based on the sales agreement
 - iv. Remote tools, including remote access to the server and user's PC are required to resolve certain issues covered by this agreement
 - v. The Customer may be required to provide information or perform tasks to successfully resolve issues
 - vi. The target is to resolve issues within thirty minutes to four hours depending on the severity as defined by the service provider.
 - vii. A single point of contact at the Customer, and their alternates, is recommended to interact with the Help Desk to avoid multiple tickets being generated for the same issue.
 - viii. Some issues may require on-site intervention by MMIT personnel.
 - f. User changes
 - i. The addition and removal of users from the network and any required changes to the user profiles
 - ii. Password resets for the supported servers and server applications
 - g. Management of the escalation to Internet Service Providers and Application Developers of technical issues outside of the scope of this agreement are available at an additional fee as defined in the agreement.
 - h. Hosted Data Backup Services

- i. If purchased as part of this agreement, hosted backup services will be provided for Servers and or PCs, including the initiation of a backup schedule and the restoration of files as requires.
 - ii. Devices need to be connected to the Internet for the backup to complete.
 - iii. The backup service may not address all the Customer's data backup needs and it is the Customers responsibility to have a complete data backup strategy
- 2. Hardware device, network and software configuration requirements
 - a. Customer must have at least one computer server
 - b. Servers cannot be used as an end user devices
 - c. Servers and PCs must be configured using a Microsoft Domain
 - d. Server and PC hardware are recommended to be from a major brand (Dell, HP, IBM or Lenovo)
 - e. Server and PC hardware is recommended to be under current manufacturer hardware warranty or manufacturer hardware maintenance contract
 - f. Servers must have at least 8GB of memory; PCs must have at least 4GB of memory.
 - g. A firewall from a major brand (Cisco, SonicWall, Fortinet) must be installed and recommended to be under manufacturer support. A static IP address is required for the firewall.
 - h. Supported operating systems: Microsoft Windows Server 2012 or later; Microsoft Windows Server 2016 Essentials and later; For PCs: Microsoft Windows 10 or later. Valid software licenses are required.
 - i. Cabling must conform to industry standards and switch or network device manufacturer specifications.
 - j. UPS backup power to provide at least 10 minutes of battery run time for the servers.
 - k. Customer must maintain server room temperature to server, router, firewall and switch manufacturers' specifications.
- 3. The following Operating Systems and Applications will be supported
 - a. Servers Operating Systems that meet the defined configuration requirements
 - b. The correct functioning of the following server software: Microsoft Exchange, Microsoft SQL, and Microsoft apps
 - c. PC Operating Systems that meet the defined configuration requirement
 - d. Microsoft Office, in terms of its correct installation and functioning
 - e. Application Support assistance on behalf of the customer will be provided for Peachtree, QuickBooks, and other business application as so long as customer maintains appropriate support agreements with these application providers. Major version upgrades or reinstalls may incur an hourly charge.
- 4. Services not included: Services not specifically defined in this agreement are excluded from it, such as, but not limited to, hardware repair, programming, line of business application support and software/hardware upgrades. MMIT will notify customer which business applications support assistance can be provided on. Any changes to the existing network infrastructure, devices, applications or services may be subject to additional charges or project charges.
- 5. The Customer will not make changes to or turn off the supported servers or network without providing 24 hours of notice to the MMIT Professional Services.
- 6. No anti-virus solution is foolproof and the Customer is not guaranteed to be 100% virus free by using this service. Customer must follow safe browsing and safe email procedures. Excessive virus infections may require remediation, user training and system changes beyond the scope of this agreement.
- 7. If, at any time, the Customer's equipment, licenses or contracts do not meet the Hardware device and Software configuration requirements then remote support will not be provided for the affected device until the requirements are met.
- 8. MMIT Professional Services reserves the right to adjust the fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, or (ii) the level of support required by the client changes or (iii) increase operational service support fees through formal account review progress when necessary. You agree after the first year of this agreement, and not more than once each successive twelve-month period thereafter the services payment may be increased by a maximum of 10% of the monthly fees listed in the schedule of services. MMIT Professional Services will provide at least thirty (30) days prior notice of any fee increases.
- 9. Server management windows

- a. Remote server management may require a server to be taken off-line or rebooted. This will be done during defined off-hours maintenance windows
 - b. Server management windows will be communicated to the Customer.
10. Customer will provide copies of genuine software licenses, warranty agreements and hardware software contract to the service provider upon request.
11. All the Customer's Servers and PCs must be covered under this support agreement.
12. Support will not be provided for any Operating Systems for which Microsoft reaches its published End of Support date.
13. The Customer must provide the Service Provider remote access to all Servers and PCs to allow technical issues to be resolved.

City of Prairie City

MMIT Business Solutions Group

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____



Proposal
and
Schedule of Services
for
MMIT
Professional IT Support

April 1, 2022

Prepared by:
Tom Meltesen

Pricing is valid for 15 days from date of this document
Confidential. Not to be distributed to third parties

ATTACHMENT A: MASTER AGREEMENT AND SCHEDULE OF SERVICES

MASTER SERVICES AGREEMENT

Reseller Name:	MMIT Professional Services
Customer Name:	City of Prairie City
Effective Date:	4/1/2022

1. **Applicability.** This Master Services Agreement ("MSA") sets forth the terms and conditions under MMIT Professional Services, will provide the IT Support Services ("Services") described in the accompanying Schedule of Services ("Schedule") and any subsequent schedules executed by the parties. Each Schedule shall set forth the Services to be performed and the related fees. The MSA and Schedule are collectively referred to as the Contract Documents.

2. **Term and Termination.**

(a) Unless terminated earlier in accordance with (b) below, the initial term of this MSA shall commence on the Effective Date and terminate twelve (12) months thereafter. Either party may terminate this MSA without cause by giving thirty (60) days' notice of termination. This MSA shall automatically renew for successive one (1) year terms unless either party provides the other with thirty (60) days' notice of termination.

(b) Either party may terminate this MSA (including any and all Schedules) at any time if the other party fails to cure any material breach of this MSA within thirty (30) days after written notice of such breach. Termination is not an exclusive remedy and the exercise by either party of any remedy under this MSA will be without prejudice to any other legal or equitable remedies it may have. Sections 3(b) (Warranty Disclaimer), 4 (Limitation of Liability), 5 (Confidential and Proprietary Information) and 6-12 (general terms) shall survive any expiration or termination of this Agreement.

3. **Limited Warranty:**

(a) We warrant for a period of thirty (30) days following delivery (the "Warranty Period") that all Services shall be performed in a professional manner in accordance with generally applicable industry standards. Our sole liability (and your exclusive remedy) for any breach of this warranty shall be for us to re-perform any deficient Services, or, if we are unable to remedy such deficiency within thirty (30) days, to void the invoice for the deficient services. We shall have no obligation with respect to a warranty claim: (i) if you notify us of such claim after the Warranty Period or (ii) if your claim is the result of third-party hardware or software failures, your misuse of the Services or is otherwise caused by factors outside of our control.

(b) THIS SECTION 3 IS A LIMITED WARRANTY, AND SETS FORTH THE ONLY WARRANTIES MADE BY US. WE MAKE NO OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE OR NONINFRINGEMENT OR ANY WARRANTIES REGARDING THE PERFORMANCE OF ANY SOFTWARE OR HARDWARE PROVIDED OR INSTALLED BY US. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.

4. **LIMITATION OF LIABILITY.** WE SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES. WE SHALL NOT BE RESPONSIBLE FOR PROBLEMS THAT OCCUR AS A RESULT OF YOUR USE OF ANY THIRD-PARTY SOFTWARE OR HARDWARE.

IN NO EVENT SHALL THE AMOUNT YOU MAY RECOVER FROM US UNDER THE CONTRACT DOCUMENTS ON ANY THEORY OF LIABILITY EXCEED THE TOTAL PAYMENTS YOU HAVE MADE FOR THE SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

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5. **Confidential and Proprietary Information:**

(a) Each party agrees that all know-how, business, technical and financial information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as may be necessary to perform its obligations under this Agreement, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was known to it prior to receipt of the Confidential Information; (ii) is publicly available; (iii) is rightfully obtained by the Receiving Party from a third party; (iv) is

independently developed by employees of the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order.

(b) Any templates, schematics, processes or technical documentation provided to you in connection with the Services shall be deemed our Confidential Information and proprietary information. You may use such information solely for your own internal business purposes.

(c) We shall maintain the confidentiality of information in its possession regarding individual protected health information in accordance with applicable law, and shall not release such information, to any other person or entity, except as required by law.

6. **Independent Contractor:** The parties to this MSA are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

7. **Assignment:** Except for an assignment made (i) pursuant to a merger or change of control or (ii) to an assignee of all or substantially all of your assets, you may not assign any part of the Contract Documents without our prior written consent, which we may withhold at our sole discretion. Any purported assignment in violation of this section shall be void.

8. **Disputes; Governing Law; Arbitration:** Iowa law, without regard to conflict of laws principles, shall govern and enforce the Contract Documents. Venue for any legal action between the parties shall take place in the Superior Court of Iowa in Polk County, and you waive any objection to personal jurisdiction of that court or to that venue based on forum non conveniens. At the option of either party, any dispute arising out of the Contract Documents shall be resolved by binding arbitration by the Judicial Arbitration & Mediation Services in accordance with its Comprehensive Arbitration Rules & Procedures. Except for a claim of payments of amounts due, no legal action, regardless of form, may be brought by either party against the other more than one (1) year after the cause of action has arisen. The prevailing party in any action arising out of the Contract Documents shall be entitled to an award of reasonable attorney's fees and costs in addition to any other award or recovery to which such party may be entitled.

9. **Complete Understanding; Modification:** The Contract Documents constitute the full and complete understanding and agreement between the parties and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by both parties.

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 - iv. Regular disk drive defragmentation, while PCs are turned on
 - v. Provide support for connectivity to servers, printers and the Internet
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 - b. Servers cannot be used as an end user devices
 - c. Servers and PCs must be configured using a Microsoft Domain
 - d. Server and PC hardware are recommended to be from a major brand (Dell, HP, IBM or Lenovo)

- e. Server and PC hardware is recommended to be under current manufacturer hardware warranty or manufacturer hardware maintenance contract
 - f. Servers must have at least 8GB of memory; PCs must have at least 4GB of memory.
 - g. A firewall from a major brand (Cisco, SonicWall, Fortinet) must be installed and recommended to be under manufacturer support. A static IP address is required for the firewall.
 - h. Supported operating systems: Microsoft Windows Server 2012 or later; Microsoft Windows Server 2016 Essentials and later; For PCs: Microsoft Windows 10 or later. Valid software licenses are required.
 - i. Cabling must conform to industry standards and switch or network device manufacturer specifications.
 - j. UPS backup power to provide at least 10 minutes of battery run time for the servers.
 - k. Customer must maintain server room temperature to server, router, firewall and switch manufacturers' specifications.
3. The following Operating Systems and Applications will be supported
 - a. Servers Operating Systems that meet the defined configuration requirements
 - b. The correct functioning of the following server software: Microsoft Exchange, Microsoft SQL, and Microsoft apps
 - c. PC Operating Systems that meet the defined configuration requirement
 - d. Microsoft Office, in terms of its correct installation and functioning
 - e. Application Support assistance on behalf of the customer will be provided for Peachtree, QuickBooks, and other business application as so long as customer maintains appropriate support agreements with these application providers. Major version upgrades or reinstalls may incur an hourly charge.
 4. Services not included: Services not specifically defined in this agreement are excluded from it, such as, but not limited to, hardware repair, programming, line of business application support and software/hardware upgrades. MMIT will notify customer which business applications support assistance can be provided on. Any changes to the existing network infrastructure, devices, applications or services may be subject to additional charges or project charges.
 5. The Customer will not make changes to or turn off the supported servers or network without providing 24 hours of notice to the MMIT Professional Services.
 6. No anti-virus solution is foolproof and the Customer is not guaranteed to be 100% virus free by using this service. Customer must follow safe browsing and safe email procedures. Excessive virus infections may require remediation, user training and system changes beyond the scope of this agreement.
 7. If, at any time, the Customer's equipment, licenses or contracts do not meet the Hardware device and Software configuration requirements then remote support will not be provided for the affected device until the requirements are met.
 8. MMIT Professional Services reserves the right to adjust the fees if (i) the supported environment materially changes, such as a change in the number of end users, workstations, servers, network elements supported, or (ii) the level of support required by the client changes or (iii) increase operational service support fees through formal account review progress when necessary. You agree after the first year of this agreement, and not more than once each successive twelve-month period thereafter the services payment may be increased by a maximum of 10% of the monthly fees listed in the schedule of services. MMIT Professional Services will provide at least thirty (30) days prior notice of any fee increases.
 9. Server management windows
 - a. Remote server management may require a server to be taken off-line or rebooted. This will be done during defined off-hours maintenance windows
 - b. Server management windows will be communicated to the Customer.
 10. Customer will provide copies of genuine software licenses, warranty agreements and hardware software contract to the service provider upon request.
 11. All the Customer's Servers and PCs must be covered under this support agreement.
 12. Support will not be provided for any Operating Systems for which Microsoft reaches its published End of Support date.
 13. The Customer must provide the Service Provider remote access to all Servers and PCs to allow technical issues to be resolved.

[Signature page follows.]

SCHEDULE OF SERVICES

Remote-Only Managed Services	Price per month per unit	Quantity	Total Fee
Performance Package for PCs <ul style="list-style-type: none"> • Phone support with remote access capability, covering a defined list of support issues. 8am - 5pm (business days) • Out of hours help desk at \$185 per hour. • Remote Monitoring and support • Email protection, anti-virus, patch management <ul style="list-style-type: none"> ◦ Hosted filtering of email to protect against viruses ◦ Anti-virus protection with update management ◦ Patch and security management of Workstations 	\$35	22	\$770
Performance Package for Servers <ul style="list-style-type: none"> • Monitoring and Alerting <ul style="list-style-type: none"> ◦ Real-time monitoring of server and service availability • Proactive Management <ul style="list-style-type: none"> ◦ Temp file clean-up ◦ Disk defragmentation ◦ Disk, CPU and memory monitoring ◦ Onsite Backups included ◦ Patch and security management of Servers 	\$150	1	\$150
Firewall Support <ul style="list-style-type: none"> • Standard Monitoring and updates included <ul style="list-style-type: none"> ◦ Firewall subscriptions and support agreements billed separately. 			
Remote access software will added			
One Time site setup fee: Equal to 1 month of services (billed when onboarding is completed)	\$0		
[Other services] Onsite services for items not covered in agreement is billable @ \$140 per hour. (Projects, PC setup and install, etc.) Optional Offsite (cloud) Server or PC Backups: Initial 250 GB secure Cloud Backup with backup monitoring = \$15.00 Additional offsite storage is \$3.00 for each additional 50 GB Block PLUS PER DEVICE AGENT CHARGE Optional Disaster Recovery Server Backup option: Onsite device with disaster recovery capabilities for servers Minimum 1 Year plus hardware			
			Subtotal \$ 920.00 Tax \$ Grand Total \$ 920.00

* The 5 PC's that are being added are Jodie's desktop, Mayor Laptop, Emily's Laptop, Public Works, Zoom Laptop

As a cost saving for the customer, it is recommended that PCs covered under hardware warranty or manufacturer hardware maintenance contract should be directed to the PC manufacture for parts replacement. MMIT Professional Services will repair PC's not under hardware warranty or manufacturer hardware maintenance contract at current parts and labor rates.

Customer should keep all manufacture software disc's and license information in a central location should reinstallation of software be required.

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

City of Prairie City	MMIT Professional Services
<p>Authorized Signature:</p> <hr/> <p>Name:</p> <p>Title:</p> <p>Notice Information:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>Primary Contact Name:</p> <p>Email:</p>	<p>Authorized Signature:</p> <hr/> <p>Name: Tom Meltesen</p> <p>Title: Director, Professional Services</p> <p>Notice Information:</p> <p>Address 4201 NW Urbandale Dr.</p> <p style="text-align: right;">Urbandale, Iowa 50322</p> <p>Phone: 515-251-1179</p> <p>Fax: 515-283-1723</p> <p>Primary Contact Name: Tom Meltesen</p> <p>Email: tmeltesen@mmitiowa.com</p>

Xerox® Managed IT Services

You take care of your business, we'll take care of your IT.



xerox™

Would you like an IT Infrastructure that is secure, optimized, cost effective, and enables you to spend more time focusing on your core business?

Today, many organizations are faced with the challenge of running their core business and trying to maintain a cost-effective and optimized IT infrastructure. With the rapidly changing IT landscape and the continual emergence of advanced technologies, it can be difficult to stay ahead of the IT curve and keep your business running, at the same time.

Our Managed IT Services team can manage, maintain, and support your entire IT infrastructure. We keep your business up and running at optimum performance levels while helping you save time and money. From the data center to the desktop, we meet all your day-to-day IT challenges by leveraging our specialized team of experts. Our team customizes a strategy that drives down costs while improving the consistency, security, and quality of your IT experience. Here are the benefits of working with us:

- Predictable and reduced operational costs with a fixed monthly fee to cover your unique needs
- Proactive IT support that improves reliability and security
- Clear visibility of your current technology with support from a virtual CIO to help you plan and implement your future strategy
- National US-based help desk
- Access to a wide range of specialized engineers

NATIONAL HELP DESK (US-BASED)

Our US-based help desk is comprised of highly skilled engineers who focus on providing timely and high-quality solutions for your issues. You can also get customized access to our support depending on your needs – we can provide round-the-clock assistance or just help out during your business hours. Choose what works for you. Specific services include:

- Support for your endpoints
- Dispatch maintenance (Patching, AV) to your workstations
- Resolution of service tickets
- Triage and escalation
- Moves, adds, and changes

DEDICATED NETWORK ADMIN

The dedicated Network Admin assigned to your account is responsible for managing and updating your IT network to keep it running

smoothly. Our Network Admins are highly competent and can easily recognize areas that need improvement. They are knowledgeable on all the latest updates in software and will ensure that your business's network always remains updated. Services include:

- Develop and maintain documentation of the client network, including topology and IT assets
- Implement technology standards for efficiency, security, and compliance
- Conduct on-site visits for proactive and preventative maintenance

MANAGED DATA PROTECTION

Our data protection solutions enable you to protect your critical data assets, whether they are on premises or in the cloud. Our team of highly-qualified engineers work with you to establish the ideal level of security for your organization. Services include:

- Backup support (local and cloud)
- Restores (file and folder as well as monthly restores)
- Data recovery support
- Failover support

DEDICATED VIRTUAL CIO (vCIO)

As part of our Managed Services offering, a dedicated Virtual CIO is assigned to your account. The Virtual CIO is a trusted advisor who will meet with you regularly to ensure that your technology is aligned with your organization's goals.

Services Include:

- Development and support of IT strategy and budget planning quarterly business reviews to plan technology and provide short-term/long-term IT budget plans
- Ongoing guidance to better identify and understand business risks

REMOTE MONITORING AND MANAGEMENT

Our team provides remote monitoring and management to proactively monitor your endpoints, networks, and computers. You can choose the level of support that is right for your organization. Services include:

- Infrastructure support (firewall, network, servers)
- Vendor management (line of business applications, voice, ISP)
- Windows antivirus
- Microsoft Office patching
- Email security (AV/spam/filtering/threat detection)

We have fine-tuned our offerings over 35 years, bringing together the best engineering staff and processes to provide top-quality IT support.

Xerox® Managed IT Services

Your 24/7 IT Partner



	MANAGED WORKSTATION	MANAGED NETWORK & SERVER	MANAGED IT
HELPLESK SUPPORT			
Workstation Maintenance (Patching, AV)	✓		✓
Endpoint Support	✓		✓
Business Hour Helpdesk Support (8 am–5 pm, M-F)	✓	✓	✓
24x7x365 Helpdesk Support	Optional	Optional	Optional
DEDICATED VIRTUAL CIO			
Quarterly Business Reviews	✓	✓	✓
IT Strategy and Budget Planning	✓	✓	✓
DEDICATED NETWORK ADMIN			
Develop and Maintain Technical Documentation	✓	✓	✓
Identify Trends and Technical Risks	✓	✓	✓
REMOTE MONITORING & MANAGEMENT			
Infrastructure Support (e.g., Servers, Network, Firewall)		✓	✓
Vendor Management (e.g., Line of Business Applications, ISP, Voice)	✓	✓	✓
24x7x365 Proactive Monitoring and Business Hour Issue Resolution	Optional	Optional	Optional
24x7x365 Incident Resolution	Optional	Optional	Optional
Microsoft Operating System Patching	✓	✓	✓
Windows Antivirus Management	✓	✓	✓
Email Security (Antivirus/Anti-spam/Filtering/Threat Detection)	Optional	Optional	Optional
Complete Email Protection (Email Security Plus Cloud Archiving and Backup)	Optional	Optional	Optional
Total Email Protection (Complete Plus AI, Heuristics, and Phishing Training)	Optional	Optional	Optional
Third-Party Application Patching	Optional	Optional	Optional
Web Filtering	Optional	Optional	Optional
End-User Security Awareness Training	Optional	Optional	Optional
Follow Me Filtering (DNS-based)*	Optional	Optional	Optional
Trusted Devices and Device Location*	Optional	Optional	Optional
Multi-Factor Authentication*	Optional	Optional	Optional
Single Sign-On*	Optional	Optional	Optional
		MANAGED BACKUP	MANAGED BACKUP & CONTINUITY
MANAGED DATA PROTECTION			
Monitor and Manage Supported Backup Solutions		✓	✓
On-Site Backups (Local Backups)		✓	✓
Off-Site Backups (Cloud-replicated Backups)		✓	✓
File and Folder Restores		✓	✓
Monthly Test Restores		✓	✓
Data Recovery Support		✓	✓
Local Failover			✓
Cloud Failover			✓

*Professional services required for custom configuration

Learn more about the opportunities of Xerox® Managed IT Services at xerox.com/it-services.

Find out more at xerox.com/it-services.

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