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We have prepared a quote for you

**Village of Stickney - SSP Complete w/Monthly Onsite
revised**

Quote # 230803 Version 1

Prepared for:

Village of Stickney

Prepared by:

Mike Harvey

Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
SSP Complete Per User Recurring	\$10,640.84	\$10,640.84
Ntiva Managed IT Service - SSP		
SSP Complete Service Overview		
<ul style="list-style-type: none"> • Minimum Supported Users: 63. • Additional Supported Users: \$120/User Per Month. 		
Unlimited Service Desk - Per Supported User		
<ul style="list-style-type: none"> • Company provides unlimited remote support to all Client Supported Users, their Supported Devices and Supported Software. 		
Premium Network Monitoring - Base Package for Up to 10 Devices		
<ul style="list-style-type: none"> • Company's Premium Monitoring and Management service provides critical visibility and monitoring into Client's selected SNMP capable network devices such as firewalls, routers, switches, access points, hypervisors, storage, and UPS devices. • Please note that this service requires a server within the Client's environment for the deployment of Company's monitoring tool. • This service Includes monitoring of up to (10) devices with additional devices starting at \$20.00/month per device. 		
Managed Workstation - Per Supported User		
<ul style="list-style-type: none"> • Company's Managed Workstation service includes: <ul style="list-style-type: none"> ○ Basic monitoring & management. ○ Operating System and Office Suite patch management. ○ Third-party software updates/patching including Adobe Reader, Firefox, and Chrome. ○ Single click remote access capability for Company to provide remote assistance. ○ Inventory Reporting. 		

Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
Managed Endpoint Detection & Response (EDR) - Per Supported User <ul style="list-style-type: none"> Company's Managed Endpoint Detection & Response ("EDR") solution improves Client's cybersecurity posture by preventing malware or suspicious activity on computers and servers (if applicable) and alerting Company's 24x7 security response team. The EDR solution provides static and behavioral artificial intelligence, memory, lateral movement, and script protection with automated threat remediation and rollback. In addition, the solution service also includes: <ul style="list-style-type: none"> Network quarantine, full remote shell, device control (USB and Bluetooth), advanced detection, true context threat hunting, and deep visibility (including encrypted traffic). 24x7 Security Operations Center ("SOC") management. Updates to Incident Response Plan if one exists at the time of deployment. Executive Insights Report + Host List Report provided upon request. 		
Training as a Service (TaaS) - Per Supported User <ul style="list-style-type: none"> Company's Training as a Service ("TaaS") is an online self-service e-learning platform that provides Supported Users access to video-based Microsoft training content. 		
Managed DNS/SSL Certificate <ul style="list-style-type: none"> Company will document and provide basic administrative management (e.g., monitoring expiration dates, add/edit/delete DNS records, etc.) of Client's existing DNS and SSL certificates. Note: In order for Company to provide this service, Client would need to provide Company with administrative access to their DNS and SSL Certificate host information. 		
Ntiva SaaS Alerts - Per Supported User <ul style="list-style-type: none"> Company's SaaS Alerts is a security threat detection solution that provides visibility into the logged events that can adversely affect the stability of the Client's Microsoft Azure, Microsoft 365, and/or Google Workspace environment. The Ntiva SaaS Alerts solution utilizes machine learning pattern detection and monitors abnormal user account behaviors, unusual application usage, and potential data loss and leakage. The solution includes: <ul style="list-style-type: none"> Logging: Retention of up to one year of security event logging for the protected Microsoft 365 and or Google Workspace environment. Reporting: Comprehensive reporting available upon Client request that details Incident breakdown of the types of events observed in the Client's Microsoft 365 and/or Google Workspace environment, including, but not limited to: <ul style="list-style-type: none"> The top 10 failed login accounts. Accounts that have triggered the most alerts. Unapproved locations (e.g., foreign cities) where this solution has detected and prevented account login attempts. Externally shared file events. 		

Signature Support Plan: Complete

Product Details	Recurring	Ext. Recurring
Hardware and Software Procurement Service <ul style="list-style-type: none"> Company shall provide hardware and software procurement services through Company authorized reseller channels and approved vendors/suppliers. Limited to U.S. only. 		
Dedicated Account Manager <ul style="list-style-type: none"> Company provides Client with a personnel resource to serve as an Account Manager and a primary point of contact for the Client's organization. The Company Account Manager helps establish a comprehensive and personalized experience with Client, has regularly scheduled meetings to review service requests, monitor resolutions, and ensure ongoing Client satisfaction. Scope of Account Management service includes: <ul style="list-style-type: none"> Provide ongoing relationship management, including being a point of escalation. Be the primary point of contact for ensuring accuracy of Company invoices along with assistance in support services upgrades and renewals. Conducts monthly ticket reporting and review. 		
IT Advisor Service <ul style="list-style-type: none"> Company provides Client with a resource to serve as an IT Advisor for the Client's organization. Scope of IT Advisor Support includes: <ul style="list-style-type: none"> Develop and manage a one to three year strategic Annual IT Roadmap including budget planning estimates for equipment and capital planning purposes ("Annual IT Roadmap") that aligns technology solutions with Client's business goals and objectives. Conduct a Mid-Year and Annual IT Roadmap review session with Client stakeholders to ensure alignment with the upcoming Annual IT Roadmap and plan for future growth. Assist in preparing Client's Annual Cybersecurity risk insurance application. Participate with and support Client's Account Manager, and other applicable Company resources, with strategic guidance on questions and discussions regarding the Annual IT Roadmap recommendations. ("Strategic Consulting"). 		
Dedicated Support Hours Add-On <ul style="list-style-type: none"> Company provides (16) dedicated pre-scheduled monthly support hours via a Field Operations resource which can be utilized both onsite and/or remotely. Additional monthly Field Operations resource, beyond the dedicated support hours, will be billed at a rate of \$175/hour. 		
Courtesy Discount <ul style="list-style-type: none"> Ntiva monthly courtesy discount. 	(\$2,432.11)	(\$2,432.11)
Monthly Subtotal:		\$8,208.73

Additional Services

Description	Recurring	Qty	Ext. Recurring
Email-Only User Support - Per User <ul style="list-style-type: none"> Email-Only Users is defined as all users that are active employees or contractors of Client who: <ul style="list-style-type: none"> Require access related support for Client's Microsoft 365 or Google Workspace application(s). Do not have devices that require Company's Managed Workstations and/or Premium Apple Support & Toolkit services. Are noted as an active user within Company's Client Management System. 	\$18.00	41	\$738.00
Additional Premium Network Monitoring - Per Device <ul style="list-style-type: none"> Company's Premium Monitoring and Management service provides critical visibility and monitoring into Client's selected SNMP capable network devices such as firewalls, routers, switches, access points, hypervisors, storage, and UPS devices. Please note that this service requires a server within the Client's environment for the deployment of Company's monitoring tool. 	\$20.00	2	\$40.00
Additional Managed Workstation - Per Device <ul style="list-style-type: none"> Company's Managed Workstation service Includes: <ul style="list-style-type: none"> Basic monitoring & management. Operating System and Microsoft Office Suite patch management. Third-party software updates/patching for PCs, including Adobe Reader, Firefox, and Chrome. Single click remote access tool. Inventory Reporting. 	\$5.00	2	\$10.00
Additional Premium Apple Support & Toolkit - Per Device <ul style="list-style-type: none"> Company's Premium Apple Support & Toolkit service includes: <ul style="list-style-type: none"> Apple Business Manager. Apple Custom Store for Business. Out-of-the-box zero-touch Apple device management. Basic monitoring & management. Operating System patch management. Third-party software updates/patching including Microsoft Office Suite, Adobe Reader, Firefox, and Chrome. Security Profiles. Inventory Reporting. 	\$10.00	10	\$100.00

Additional Services

Description	Recurring	Qty	Ext. Recurring
Additional Managed Endpoint Detection & Response (EDR) - Per Device <ul style="list-style-type: none"> Company's Managed Endpoint Detection & Response ("EDR") solution improves Client's cybersecurity posture by preventing malware or suspicious activity on computers and servers (if applicable) and alerting Company's 24x7 security response team. The EDR solution provides static and behavioral artificial intelligence, memory, lateral movement, and script protection with automated threat remediation and rollback. In addition, the solution service also includes: <ul style="list-style-type: none"> Network quarantine, full remote shell, device control (USB and Bluetooth), advanced detection, true context threat hunting, and deep visibility (including encrypted traffic). 24x7 Security Operations Center ("SOC") management. Updates to Incident Response Plan if one exists at the time of deployment. Executive Insights Report + Host List Report provided upon request. 	\$5.75	2	\$11.50
Premium Managed Server - Per Server <ul style="list-style-type: none"> Company Premium Managed Server Service Includes: <ul style="list-style-type: none"> Advanced Monitoring & Management. Endpoint Detection and Response (EDR). Operating System patch management. Single click remote access tool. Inventory Reporting. 	\$75.00	15	\$1,125.00
Microsoft 365 Backup - Veeam - Per User <ul style="list-style-type: none"> Company provides Client with an all-in-one backup, search, restore, and export solution for Microsoft 365's Exchange Online, OneDrive for Business, SharePoint and Teams. 	\$3.00	124	\$372.00

Additional Services

Description	Recurring	Qty	Ext. Recurring
Veeam Backup & Replication Enterprise Plus - Per Server 5+ <ul style="list-style-type: none"> The Veeam Backup & Replication solution is a fully featured total data protection platform that can protect any physical, and virtual Windows systems running on VMware ESXi or Microsoft Hyper-V. The functionalities included with the service includes: <ul style="list-style-type: none"> Snapshot of protected systems, applications and files. Replication of the snapshots to the Client's elected Cloud services (e.g., AWS or Azure) for storage and retention. Capability to restore systems and individual files from the Client's local appliance. Onsite recovery capabilities, including: <ul style="list-style-type: none"> Hard drive, folder, and file recovery. Export VHD and/or VMDK. Bare-metal restore to similar or dissimilar hardware. Please note the following: This service requires a dedicated internal server with the following resources within the Client network for the ability of Company to perform the Veeam Backup & Replication Enterprise Plus service: <ul style="list-style-type: none"> Physical server, Microsoft Hyper-V or in-support VMware ESXi host. Minimum of 4-Core CPU, 8GB RAM or higher (16GB recommended), and 200GB of storage for the Operating System Drive. Storage to account for local backup repository. Ntiva recommends at least 3x space be available for the data to be protected. If Client does not have an internal server with adequate resources available, Company will not be able to deploy these services for Client. 	\$100.00	15	\$1,500.00
Microsoft Azure Hosting - Pay-As-You-Go (Estimated)	\$353.81	1	\$353.81
Engineer Hours Onsite - CAP Ntiva's Monthly Fee for Onsite Services - 5 hours per Month	\$160.00	5	\$800.00
Monthly Subtotal:			\$5,050.31

Microsoft NCE Subscription Plan - Annual

The following licenses will be procured via Microsoft's NCE Platform on an annual contract that will be billed monthly.

Description	Recurring	Qty	Ext. Recurring
Office 365 E1 - NCE - Annual	\$10.00	29	\$290.00
Office 365 E3 - NCE - Annual	\$23.00	30	\$690.00
Office 365 Exchange Online Kiosk - NCE - Annual	\$2.00	38	\$76.00
Office 365 Exchange Online Kiosk - NCE - Annual			
Monthly Subtotal:			\$1,056.00

Ntiva Service Agreement

This **NTIVA SERVICE AGREEMENT** (this "Agreement") by and between NTIVA, INC., ("Company") and Village of Stickney ("Client") (each of Company and Client, a "Party" or together "Parties") is binding upon the Parties as of the date of final signature below. The Parties agree as set forth herein:

Onboarding

Company's detailed new Client onboarding process includes:

1. Assignment of dedicated team.
2. Documentation of Client systems and applicable support processes.
3. Analysis of Client risks and opportunities for improvement.
4. Configuration and installation of Signature Support tools and/or Equipment.
5. Configuration and installation of any applicable Additional Services.
6. Scheduling of Dedicated Support Hours (If applicable).
7. Scheduling of server and workstation maintenance (If applicable).

The Parties expect the Onboarding process shall be completed within sixty (60) days following the Onboarding kick off meeting, provided Client turns over transition information to Company in a timely manner. To ensure the best Client experience, Service Desk support is available only after the completion of the Company's onboarding process (the "Start Date"). Should Client request support (either remote or on-site) prior to the Start Date, Company can, at its discretion, provide ad-hoc support at the rates indicated in Section 4.1.

Any issues discovered during the onboarding process that prohibit Company from providing the services under the Agreement will be required to have an executed remediation Project or an addendum to this Agreement will be executed to remove or change Client services.

Support Hours & Onsite Escalations

In addition to the Unlimited Service Desk, Client will also receive monthly dedicated support hours at the intervals indicated in the Signature Support Plan, during Company Normal Business Hours. Dedicated support hours shall be used as scheduled in 8 hour blocks and will be delivered remotely, or on-site, at Company's discretion, and do not roll over into subsequent months.

Company may provide a resource for Client onsite escalations, beyond the dedicated support hours, on an as needed basis, at the hourly rates indicated in this Agreement for the resource required. All or a portion of onsite escalation Client requests may be performed remotely as determined by the Company.

Unlimited Service Desk and Supported Devices

Unlimited Service Desk support is valid for all Supported Users, Email-Only Users, and Supported Devices under this Agreement. The Company's best practice is that Supported Devices have an active manufacturer warranty and the Company's remote monitoring and management tools installed. Further, operating system software must not be deemed "end of life or support", or similarly identified, by the manufacturer.

- "Supported Users" is defined as all users that are active employees or contractors of Client who:
 - Has devices that require Company's Managed Workstation and/or Premium Apple Support & Toolkit services.
 - Require services on behalf of the Client.
 - Are noted as an active user within Company's Client Management System.
- "Email-Only Users" is defined as all users that are active employees or contractors of Client who:
 - Require access related support for Client's Microsoft 365 or Google Workspace application(s).
 - Do not have devices that require Company's Managed Workstation and/or Premium Apple Support & Toolkit services.
 - Are noted as an active user within Company's Client Management System.
- "Supported Devices" include managed laptops, notebooks, desktops, tablets, Client office networking devices (e.g., firewalls,

switches, wireless access points), Client servers (e.g., physical servers, virtual servers, hypervisor, backup servers) that meet the Company best practice requirements defined in this section.

Unlimited Service Desk is subject to the following Exclusions:

- Changes to environment that require an onsite presence.
- Break/Fix that requires an onsite presence.
- Consumables such as printer maintenance kits, toner, ink, batteries etc.
- Remediation beyond break fix that requires a redesign of a solution already in place.
- Projects (as defined below).

Supported Software

All software supported by Company are required to be genuine, business-grade licensed and supported by the software vendor. Any Client specified LOB (line-of-business) applications (e.g., Microsoft 365, Google Workspace, etc.) that Company is contracted to support must have an active support agreement from the vendor, where Company is listed as an authorized contact for support. Please note that the Company's ability to support Client specified LOB is limited to basic administrative functions (e.g., add/remove/edit user accounts).

Projects

Projects will be performed after a proposal is provided by Company (the "Statement of Work") and is approved by Client. Projects are defined as Company services that require more than 8 hours of effort or require a project manager. Examples of a project may include (and are not limited to) new server or hardware deployment, migrations of services (cloud or on-premise), full service outage, disaster recovery from ransomware, or an office move.

Ntiva Service Agreement Terms and Conditions

1. Hourly and Monthly Services; Compensation; Expenses.

1.1. Each month, Client shall receive an invoice for the Monthly Service Fee (the "Agreement Invoice"). Client shall pay the Agreement Invoice by the invoice due date. Client's first Agreement Invoice for the Signature Support Plan ("SSP") and Additional Services Monthly Service Fee may be prorated, and Client shall be invoiced for the number of days during the month Client utilized Service Desk support from the Start Date after onboarding. User and Device counts for invoicing are based on Contacts and Devices identified in ConnectWise Systems at the time invoicing is produced by Company.

1.2. If, during any calendar month during the Term, Client is provided services beyond the measurement included in the SSP or Additional Services (the "Overages"), Client shall receive invoices for each such overage inclusive of a credit for amounts covered under the Agreement. Charges will be based at the rates noted. Such charges are billed in arrears based on prior month's utilization of such services (ex. Onsite Support & Escalations).

1.3. In addition to the Agreement Invoice, Client shall reimburse Company for all costs and expenses incurred by Company in performing its obligations under this Agreement during the preceding calendar month, which may include but are not limited to Sales Tax and Shipping Charges.

1.4. For any Excluded Services that do not have associated rates specified, Company shall prepare a quote and/or Statement of Work which sets forth the specifications for such work to be provided by Company including, without limitation, all deliverables, ongoing modifications to the Agreement. Company shall have no obligation to execute, act on, or meet the commitments defined within a quote or Statement of Work until it is executed by both Parties. All Statements of Work shall be governed by the General Terms which shall be incorporated by reference.

2. Term; Termination.

2.1. Terms

SSP and Additional Services Term: Unless otherwise terminated in accordance with the terms of this Agreement, the SSP and Additional Services will be effective from the Effective Date until the date which is 12 months after Client receives its first full non-prorated invoice of such Monthly Subtotals (the "Initial Term"). The Agreement will automatically renew thereafter for successive 12-month terms (the "Successive Term") unless one Party gives Notice of non-renewal to the other Party at least 60 days prior to the end of the then-current Initial Term or Successive Term.

Some Additional Services may be onboarded on varying dates that are different to the Effective Date of this Agreement. Initial, or Successive Terms, for such Additional Services may not co-terminate with other services under this Agreement. Client shall be obligated to continue paying for such Additional Services until each Term expires, even if Notice of Termination has been provided to Company.

2.2. Termination: The Parties may terminate this Agreement as follows:

- (a) By the Parties' mutual written consent;
- (b) By Company, immediately upon Notice to Client, if Client fails to pay any amount when due pursuant to this Agreement;
- (c) By either Party (such Party, the "Terminating Party"), immediately upon Notice to the other Party ("Terminated Party"), if:

- 1. The Terminated Party commits a material breach of this Agreement (other than failure to pay an amount due pursuant to this Agreement) which is not cured within 21 Business Days after Notice from the Terminating Party to the Terminated Party of the breach;
- 2. Any receiver, trustee, custodian, or similar official is appointed with respect to the Terminated Party or any of the Terminated Party's property or assets;
- 3. The Terminated Party conveys any of its assets to a trustee, mortgagee, or liquidating agent;

4. The Terminated Party assigns any of its assets for the benefit of creditors; or
5. Any proceeding is commenced by or against the Terminated Party which arises under any law of any jurisdiction relating to bankruptcy, insolvency, arrangement, or the adjustment of indebtedness.

(d) By Client, immediately upon Notice to Company that is accompanied by payment, of all outstanding current and past due amounts due to Company. In addition, Client and Company agree that an estimation of damages for a termination prior to the end of the Initial or Successive Term would be uncertain and difficult to calculate. As such, Client shall pay an amount equal to the Recurring Summary Total for the remaining months for the then-current Initial Term or Successive Term as liquidated damages. Client and Company agree that this amount shall not be considered a penalty because it is not disproportionate to the probable loss incurred by the Company.

2.3. Immediately upon either Party's Notice of termination, Client shall return to Company all equipment provided by, and property of, Company. Within Ten (10) Business Days after all such equipment and property is received by Company, Company shall return to Client any Equipment Deposit paid by Client with respect to such equipment and property less the cost of replacing or repairing any such equipment or property, as determined by Company in its sole discretion, that is destroyed or damaged prior to its return to Company.

2.4. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement are enforceable notwithstanding the termination or expiration of this Agreement.

2.5. Upon the termination of Services for any reason: (i) Company may disconnect the applicable Service; (ii) Company may delete all applicable data, files, electronic messages, voicemail or other information stored on Company systems, unless otherwise prevented by law, within 60 days; (iii) Client shall, permit Company access to retrieve any and all Company equipment (however, if Client fails to permit access, or if the retrieved Company equipment has been damaged and/or destroyed other than by Company or its agents, normal wear and tear excepted, Company may invoice Client for the full replacement cost of the relevant Company equipment, or in the event of minor damage to the retrieved Company equipment, the cost of repair which amounts shall be immediately due and payable); and (iv) if used in conjunction with the terminated Services, Client's right to use applicable licensed software shall automatically terminate, and Client shall be obligated to return the licensed software to Company.

2.6. Company will assist Client in orderly termination of services through the termination date at the Recurring Summary Total and/or Rates defined in the Signature Support Plan. If termination assistance is requested or required following termination date, Client shall pay at Rates defined in the Signature Support Plan, or any other rate mutually agreed upon by Company and Client, on a month to month basis, until termination assistance is complete (the "Post-Termination Services"). Client shall give 30-day notice of cancellation of Post-Termination Services.

2.7. Client Equipment left with Company will be deemed abandoned after thirty (30) days, and Servicer will wipe data and recycle.

3. Relationship with Other Documents.

3.1. As of the Effective Date, this Agreement is governed by Company's General Terms and Conditions (the "General Terms") which may be accessed online at Company's website by following the link provided here: <http://www.ntiva.com/terms-conditions>. Online terms and conditions are subject to change and the most recent version of the General Terms is incorporated by reference, as if fully set forth herein. Any capitalized term not otherwise defined herein has the meaning attributed to it in the General Terms. Client accepts and agrees to be bound by the General Terms by signing below.

3.2. This Agreement is the entire agreement between the Parties pertaining to its subject matter and supersedes all prior and contemporaneous negotiations and understandings between the parties pertaining to its subject matter, whether oral or written, expressed or implied.

3.3. Unless otherwise stated, all section references in this document are to this Agreement.

3.4. In the event of any inconsistency or contradiction between the terms of this Agreement and the General Terms, the terms of this Agreement shall prevail and govern.

4. Miscellaneous Terms.

4.1. Ad Hoc Services

(a) EDR and Backup Support Notices

If Client declines Company's Endpoint Detection and Response ("EDR") solution, or does not have EDR installed on a Supported Device, Company cannot monitor any other Anti-Virus ("AV") solutions Client has deployed in their environment or on Supported Devices. Any required incident support or resolution related to Client EDR or AV solutions, will be invoiced separately from this Agreement as an Overage at Ad Hoc Service rates listed in this Agreement.

If Client declines Company's Backup Solution, Company will make best efforts to manage and/or monitor any Client provided-backup solution as part of this Agreement, but cannot guarantee functioning or success of the Client-provided backup solution.

(b) Rates For Ad Hoc Services, Company will apply the following rates to Quotes for the roles as described. These rates are subject to change at any time:

- Field Operations/Onsite Escalations Rate: \$175/hour.
- Project Management Rate: \$155/hour.
- Professional Services Rate: \$195/hour.
- Special Operations Rate: \$195/hour.
- Digital Transformation Rate: \$225/hour.
- Security Services Rate: \$225/hour.
- Advanced Consulting Rate: \$225/hour.

4.2. Managed Endpoint Detection and Response

(a) Service Operational Norms:

1. Security Operations Center ("SOC") Availability: The Company SOC will maintain communications availability to the Internet 99.9% of the time during a calendar month. "Communications Availability" is defined as the ability for the SOC to transmit and receive TCP/IP packets between the networks and its upstream Internet Service Provider.
2. Routine day-to-day monitoring of the EDR solution by the 24x7 SOC and response to security events are provided per the following Service Level Agreement:
 - Low Severity and Medium Severity items are addressed automatically by the EDR solution.
 - High Severity
 - Description: The detected event represents a significant threat to client data or systems, including possible loss of data or system compromise if not addressed quickly.
 - Examples: Anomalous administrator account creation, confirmed downloading or execution of attacker utilities, attempts to contact known attacker command-and-control infrastructure.
 - Response: EDR solution prevents suspicious activity if possible. SOC telephones Service Desk (SD) upon detection. SD responds within 30 minutes and follows client-approved notification procedures.
 - False positives and other undesired interactions between the EDR agents and Client computers will be worked as standard technical support issues.

(b) Deployment of Endpoint Detection and Response service in a Client network does not guarantee that intrusions, compromises, or any other unauthorized activity will not occur on a Client network.

(c) Incident Response included within this Agreement refers strictly to automated actions taken in response to a specific event. Other forms of remediation and incident investigation, including configuration changes, password changes, firewall or switch modifications, and installation of patches would be billable pursuant to this Agreement. Incident Response or Remediation does not include additional

hardware, software, consulting by third parties (such as a forensic security firm), or investigative or recovery efforts following the termination of the unauthorized access to Client systems. EDR does not include advanced detection, threat hunting, or remediation by Company or its SOC; they are available at additional cost if required.

(d) The EDR SLAs set forth herein are subject to the following terms, conditions, and limitations:

1. The SLAs shall not apply during scheduled maintenance outages and therefore are not included in the availability calculations.
2. The SLAs shall not apply in the event of any Client-caused service outage that prohibits or otherwise limits Company from providing the service, delivering the SLA or managed service descriptions, including but not limited to, misconduct, negligence, inaccurate or incomplete information, modifications made to the services, or modifications made to any monitored hardware or software devices by the Client. This includes issues caused by the Client's employees, agents or third parties.
3. Furthermore, the SLAs shall not apply to the extent Client does not fulfill and comply with Client's obligations and interdependencies set forth above.

4.3. IT Advisor Service

IT Advisor Services are limited to the services as described above. Strategic Consulting efforts are best effort and hours are limited to the subjects identified. Any additional consulting beyond the IT Advisor Services described above will be performed at an additional cost by a vCIO, or other Company resource, during Normal Business Hours for which Client may incur additional costs. IT Advisors do not perform support or professional services work. Any request for such work will be completed through the Client's existing Agreement services or Company shall provide a Quote for which additional charges may apply. Any request for onsite support will be provided at Company's discretion and additional charges and fees may apply.

4.4. Premium Network Monitoring

(a) Company assumes Client has an internal server to support the deployment of the Company Premium Monitoring and Management service. If Client does not have an internal server resource available, Company will not be able to deploy the Premium Monitoring and Management service for Client.

(b) All Client devices that require support by Company's Premium Monitoring and Management service are accessible by the Client's internal server resource. If Client devices are not able to communicate with the Client's internal server resource, Company will not be able to support/monitor the Client devices by Company's Premium Monitoring and Management service.

(c) Client devices are capable of SNMP monitoring. Ntiva leverages network monitoring solutions provided by global leaders in the field. Over 3000 manufacturers are included in the scope of what can be monitored by the solution. Some may have limited monitoring capabilities while others have none. Although the SNMP standard is wide in its capabilities, it only provides what the manufacturer chooses to allow from an access and reporting standpoint. Certain types or pieces of equipment may not be eligible for monitoring via the solution and require customization to monitor in the same way as supported devices.

5. Opportunity to Consider and Confer. The Parties acknowledge that each Party has had the opportunity to read, review, study, consider, and deliberate upon this Agreement and the General Terms, as defined herein Section 3.1 above, as well as had the opportunity to consult with counsel. The Parties fully understand and are in complete agreement with all the terms of this Agreement and the General Terms. Each Party shall bear its own costs with respect to the preparation, revision, and execution of this Agreement.

Ntiva Microsoft NCE Subscription Plan Terms and Conditions

Monthly NCE Subscription Plan Charges.

Client's NCE Subscription Plan charges will be invoiced with the Agreement Invoice. The NCE Subscription Plan charges will be effective from the activation of service through the term length indicated NCE Subscription Plan Description (either Annual or Month to Month). Seat count modifications are reflected at the time of activation and are co-terminus and will be reflected in the following month's invoice. Seat additions for new skus will be quoted separately at time of Client request.

NCE Term and Termination.

NCE Subscription Plan Term: The NCE Term provided in this Agreement will be effective from the activation of service through the indicated NCE Subscription Plan Description identified as either Annual or Month to Month ("NCE Term"). Unless seventy-two (72) hour notice is given prior to the end of each NCE Term, it will be automatically renewed for the same term length as indicated.

TERMINATION. IF CLIENT TERMINATES THEIR AGREEMENT AND/OR ANY AND ALL SERVICES WITH COMPANY FOR CONVENIENCE OR OTHERWISE, CLIENT WILL BE INVOICED IMMEDIATELY FOR THE FULL BALANCE OF THROUGH THE REMAINING NCE TERM. CLIENT MUST PROVIDE PAYMENT IN FULL TO COMPANY ON OR BEFORE TERMINATION DATE, OR BE SUBJECT TO SUSPENSION OF NCE SUBSCRIPTION PLAN. UPON SUCH TERMINATION, CLIENT WILL BE PROVIDED THEIR NCE SUBSCRIPTION PLAN RENEWAL DATES. COMPANY WILL SET THE NCE SUBSCRIPTION PLAN TO NON-AUTORENEW STATUS AND CLIENT MUST RENEW THEIR NCE SUBSCRIPTION PLAN THROUGH THEIR NEW MANAGED SERVICE PROVIDER ("NEW MSP") OR DIRECTLY THROUGH MICROSOFT AT RENEWAL TIME AND CLIENT SHALL BE RESPONSIBLE FOR RENEWING THEIR NCE SUBSCRIPTION PLAN ON OR PRIOR TO THE RENEWAL DATE OR BE SUBJECT TO CANCELLATION. UPON SUCH TERMINATION, CLIENT LICENSES ARE NON-TRANSFERRABLE OR ASSIGNABLE DURING THE NCE SUBSCRIPTION PLAN PERIOD UNTIL RENEWAL. CLIENT MAY PURCHASE ADDITIONAL NCE SUBSCRIPTION PLAN LICENSING DIRECTLY FROM MICROSOFT OR CLIENT'S NEW MSP. COMPANY WILL NOT ADD ADDITIONAL NCE SUBSCRIPTION PLAN LICENSING FOR CLIENT AFTER TERMINATION. PROVIDED PAYMENT IS MADE IN FULL THROUGH THE NCE TERM, AND CLIENT ACCOUNT IS NOT ACTIVELY SUSPENDED FOR NON-PAYMENT, COMPANY WILL PROVIDE CLIENT'S NEW MSP DELEGATED ADMINISTRATIVE ACCESS TO CLIENT'S MICROSOFT TENANT, IF REQUESTED.

Third-Party Terms.

By subscribing to the NCE Subscription Plan, Client (i) acknowledges and agrees that the NCE Subscription Plan are licensed by a third party, Microsoft Corporation ("Microsoft"), and that Company's ability to provide the NCE Subscription Plan services is conditional upon acceptance and compliance with the terms and conditions of any Microsoft terms of services related to the usage of the NCE Subscription Plan services. THE NCE Subscription Plan UNDER THIS AGREEMENT ARE NOT ASSIGNABLE OR TRANSFERRABLE THROUGHOUT THE ENTIRETY NCE TERM.

Warranties and Disclaimers.

THE NCE SUBSCRIPTION PLAN LICENSED MAY CONTAIN DESIGN ERRORS AND OTHER DEFECTS, AND THERE IS NO GUARANTEE THAT SUCH ERRORS AND OTHER DEFECTS WILL BE CORRECTED OR THAT A COMMERCIAL VERSION OF ANY OR ALL OF THE NCE SUBSCRIPTION PLAN WILL BE RELEASED. THE NCE SUBSCRIPTION PLAN ARE LICENSED HEREUNDER "AS IS" WITHOUT WARRANTY OF ANY KIND. CLIENT IS SOLELY RESPONSIBLE FOR PROPER BACK-UP OF ALL DATA AND CLIENT UNDERTAKES AND AGREES TO TAKE APPROPRIATE MEASURES TO PROTECT SUCH DATA. COMPANY ASSUMES NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF DATA IS LOST OR CORRUPTED. COMPANY EXPRESSLY EXCLUDES ALL WARRANTIES, CONDITIONS, OR OTHER TERMS, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS, SUITABILITY OR ADEQUACY FOR A PARTICULAR PURPOSE OR USE. UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, HOWEVER, CHARACTERIZED, ARISING OUT OF THE PERFORMANCE OR THE USE OF THE NCE SUBSCRIPTION PLAN, WHETHER OR NOT COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF THE LIKELIHOOD OF SUCH DAMAGES.

Seat Count Modifications.

(a) NCE Subscription Plan Upgrades

Service downgrades are not permitted during the NCE Term. Client may, however, upgrade NCE Subscription Plan from a paid NCE

Subscription Plan to another paid NCE Subscription Plan if the NCE Subscription Plan is active (not suspended nor cancelled) and eligible for an upgrade. NCE Subscription Plans can be upgraded fully or partially. A full upgrade occurs when all the seats of the NCE Subscription Plan are being upgraded. In this case, the product's subscription ID will remain the same and all the seats will be assigned automatically (unless a manual assignment is necessary). A partial upgrade occurs when only some of the seats are being upgraded. In this case, a new subscription ID will be generated and Company will need to assign seats manually. Because partial upgrades have an end date that is coterminous with the original NCE Subscription Plan end date, any schedule changes will be deleted.

(b) Increasing and Decreasing Seat Count

Client may increase the seat count of the NCE Subscription Plan at any time and for any NCE Term. Billing adjustments will be reflected on the next Agreement Invoice.

Seat count on a NCE Subscription Plan can only be decreased in the following instances within the first seventy-two (72) hours of initial purchase or renewal for seats added during the NCE Term. In this case of license reduction, Client will be refunded the full amount minus the prorated amount for the days when Client activated the NCE Subscription Plan. If more than seventy-two (72) hours have elapsed since the NCE Subscription Plan order was placed or additional seats were added, the seat count cannot be decreased until the next cancellation window at renewal.

Cancellation.

Client may cancel the NCE Subscription Plan, for any term, within seventy-two (72) hours of initial purchase, or renewal, in order to receive a full or prorated refund (proration is calculated daily), subject to Microsoft's then current terms and policies at time of cancellation. Once the NCE Subscription Plan has been fully provisioned, cancellation will no longer be available, and Client will be billed for the full term, even if Client stops using the NCE Subscription Plan. Upon the renewal of a NCE Subscription Plan, Client will get another seventy-two (72) hour cancellation window during which it may cancel the NCE Subscription Plan and receive a prorated refund. Once the NCE Subscription Plan cancelled, the Client will lose access to the NCE Subscription Plan immediately and all data pertaining the NCE Subscription Plan will be irrecoverable. Upon cancellation, a credit will be applied to the next monthly Agreement Invoice.

Conversions during NCE Subscription.

Client may not make downgraded NCE Term changes to its NCE Subscription Plan such as going from (i) 1 year to 1 month, (ii) 3 years to 1 month and (iii) 3 years to 1 year. Most NCE Subscription Plan changes will go into effect immediately and some will take effect in the next billing cycle such as increasing the seat count. Additionally, some operations for conversion during the NCE Term are unsupported and cannot be performed. Any conversion is subject to the current terms and policies regarding such conversions, and therefore may not be available.

Village of Stickney - SSP Complete w/Monthly Onsite revised

**Prepared by:****Ntiva, Inc.**

Mike Harvey

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Prepared for:**Village of Stickney**

6533 Pershing Rd

Stickney, IL 60402

James Sassetti

james.sassetti@stickneypolice.com

Quote Information:**Quote #: 230803**

Version: 1

Delivery Date: 09/24/2024

Expiration Date: 10/23/2024

Quote Summary

Description	Amount
One-Time Onboarding Services Fee	\$10,966.95
Total:	\$10,966.95

Monthly Recurring Summary

Description	Amount
Signature Support Plan: Complete	\$8,208.73
Additional Services	\$5,050.31
Microsoft NCE Subscription Plan - Annual	\$1,056.00
Monthly Total:	\$14,315.04

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date of the last signature below ("Effective Date").

Ntiva, Inc.**Village of Stickney**

Signature: _____

Name: Mike HarveyTitle: Solutions ConsultantDate: 09/24/2024

Signature: _____

Name: James SassettiTitle: Chief of Police

Date: _____