



## CLIENT SERVICE AGREEMENT

This Client Service Agreement (CSA) is entered into as of this 19<sup>th</sup> day of Oct, 2020 by and between **allyIT Inc.**, an Arkansas Incorporation, having principal offices at 3212 E Nettleton Ave. Ste F., Jonesboro, AR 72401 (“allyIT”) and **City of Osceola** an Arkansas municipality with its principal office located at 303 W Hale Ave, Osceola AR 72370 (“Client”). This CSA shall set forth the Terms and Conditions for the services allyIT shall provide to Client, such services being specifically IT set forth herein.

### RECITALS

**WHEREAS**, allyIT provides an innovative and adaptive approach to the monitoring and management of Information Technology (IT) for clients. These services (see Services Schedule attached) may include managed services, remote back up, Internet, email hosting and filtering web hosting, web design, data communications circuits, and consulting services. These services are designed for our Clients to achieve and maintain efficient operations of IT resources. Specific services shall be defined for the Client in the Services Schedule (defined below); and

**WHEREAS**, Client operates and utilizes one or more computer systems as business tools; and

**WHEREAS**, Client desires to obtain and allyIT desires to provide the services as agreed between the parties and set forth in the services schedule upon the terms and conditions set forth in this CSA.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and conditions contained herein, the parties agree as follows:

## TERMS AND CONDITIONS

### Section 1

#### INFORMATION TECHNOLOGY SOLUTION SERVICES

- 1.1 **Technology infrastructure** shall be defined as the Client's hardware, Software Network, and the Internet connectivity and other information technology tools the Client uses to operate, manage, and control its business. Client's software shall be defined as Microsoft applications and the current Windows Operating Systems.
- 1.2 Client and allyIT shall agree upon and execute the services Schedule and any additional Services Schedule as the parties may agree upon to provide the services listed therein to the Client.
- 1.3 The Client shall be obligated to keep its infrastructure current as provided below:
- a. All equipment-requiring refresh (due to age or functionality) will be refreshed as determined by coordination between allyIT and the Client. All equipment shall be covered by a warranty at all times if such a warranty is applicable.
  - b. Software must be current or supported versions of the operating and application software. (See Services Schedule for versions not covered.)

If the Client's infrastructure does not meet the standards set above then such items will not be covered under this CSA until such time as the item is refreshed. Warranty covers only defective hardware and the replacement of said hardware. It does not cover troubleshooting, discovery, or reinstalling software due to hardware malfunction.

- 1.4 **Exclusive Provider** of Services. allyIT shall be the exclusive provider of the services listed in the services schedule. IN the event the Client, the Client's employees, or any other third party affects the services and such action causes allyIT to take corrective or additional action, the allyIT shall invoice and Client shall pay for such corrective or additional action allyIT shall have the right to terminate the Services Schedule.

### Section 2

#### TERM/BUYOUT

- A. 2.1 **Initial Term.** The term of the Services Agreement shall commence on the date of this signed contract. This agreement is for a term of 12 months and will be automatically renewed for successive 12-months periods unless either party notifies the other of termination in writing 60 days prior to the anniversary date of the agreement (19, May 2021 and every 12 months following).
- B. Buyout dollar amount will be equaled to the number of months remaining in the contract at full monthly contract rate of \$2,510.00 plus applicable taxes.

### Section 3

#### FEES AND PAYMENTS

- 3.1 **Monthly Fee.** Client shall pay allyIT a monthly fee based on the number of network devices and services as set forth in the “Services Schedule” plus applicable sales/use tax. allyIT shall invoice the Client in advance monthly for such Monthly Fee.
- 3.2 **Payment of Monthly Fee.** Client agrees to pay the Monthly Fee upon receipt of invoice.
- 3.3 **Changes to Monthly Fee.** The monthly fee is based on the services provided to a specific number of devices; therefore, changes in the number of devices could change the monthly fee.
- 3.4 **Right to Change Monthly Fee.** Where it is determined that the number of devices is incorrect or some necessary equipment has not been included, the allyIT reserves the right to modify the Monthly Fee in order to incorporate such equipment under this CSA.
- 3.5 **Additional Services and Products.** The purchase of additional services and/or products not specifically IT covered in the “Services Schedule” shall be due upon receipt of invoice.
- 3.6 **Taxes and Fees.** All fees are subject to applicable sales tax.

### Section 4

#### SOFTWARE LICENSE

### Section 5

#### SERVICE LEVELS, REMEDIES, AND SCHEDULED MAINTENANCE

- 5.1 Pursuant to the Services (as listed in the attached Services Schedule), the Services Schedule shall set forth the availability of such service.
- 5.2 allyIT shall provide an account manager. The Client’s account manager shall be the person listed in the Services Schedule until such time as allyIT notifies the Client of a change in the Account Manager.
- 5.3 **Service Desk Support.** Where applicable, allyIT shall make available a Service Desk which shall respond to alerts, issues, and client inquires and Help Desk where Client may direct inquire and issues related to day-to-day IT functions. The hours of operation are regularly scheduled on work days (Monday through Friday) from 8:00am to 5:00am-CST. Additionally, allyIT, the Service and Help Desk shall be closed on holidays including New Year’s Day, Good Friday, Memorial

Day, Independence Day, Labor Day, Thanksgiving and the following day, December 24<sup>th</sup> and Christmas.

**5.4 Devices Supported.** The devices and times covered by this CSA shall be as set forth in the Services Schedule.

## Section 6

### EMPLOYEE SOLICITATION

**6.1 No Solicitation.** During the term of this CSA and for a two (2) year period immediately following the term of this CSA, Client shall not, directly or indirectly, or on behalf of another person, firm, corporation, or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of an allyIT employee to leave the employ of allyIT, Inc., or hire or engage such employee. In the event the Client shall violate this section; Client agrees to pay allyIT an amount equal to 175% of the employee's annualized salary including bonuses. Client agrees that, for a period of three (3) years from the employee date of termination from allyIT that the client shall not encourage, solicit or otherwise attempt to persuade any terminated employee of allyIT with employment.

## Section 7

### CONFIDENTIALITY

**7.1 Confidentiality of Client Information and Data.** allyIT acknowledges that Client may provide certain "Confidential Information" about its property, business, and affairs to allyIT during the term. Confidential Information means information (without regard to the medium on which such information may be recorded, whether written, visual, audio, graphic, computerized, or otherwise) concerning or relating to Client's property, business, and affairs and specifically allyIT includes any and all Client data transmitted to or stored by allyIT. allyIT shall hold all such Confidential Information in confidence and shall only deal with such information as provided for in this CSA. allyIT will use reasonable care to prevent the disclosure of Client's Confidential Information to unauthorized third parties and in this regard shall use the same degree of care to safeguard Client's Confidential Information as it utilizes to safeguard its own Confidential Information. Client acknowledges and agrees that with respect to Client data, compliance with the remaining provisions of this section shall be deemed adequate compliance with allyIT, Inc.'s obligations under this section 7.1 allyIT may comply with subpoena or similar order related to data on the server located at any remote location used by allyIT provided that allyIT notifies the Client promptly upon receipt thereof unless such notice is prohibited by law.

## Section 8

### BREACHES, DEFAULTS, AND REMEDIES

- 8.1 **Termination for Cause.** Either the Client or allyIT may, upon written notice and subject to the provisions of this section respecting notice and right to cure, terminate this CSA for cause upon the occurrence of a material and continuing breach of terms of this CSA, provided however, Client shall not have the right to Terminate for Cause during the first (90) days of a Services Schedule. Written notification expressly identifying such breach shall be furnished to the breaching party, whereupon such party shall have thirty (30) days to remedy the specific breach or demonstrate that no such breach has occurred. Failure to cure the identified breach within such thirty (30) day period shall constitute cause for immediate termination.
- 8.2 **Termination for Nonpayment.** (REMOVED per Client)
- 8.3 **Limitation on Direct Damages.** (REMOVED per Client)
- 8.4 **Limitation on Consequential Damages.** Under no circumstances shall either Party be liable for consequential, special, incidental, or exemplary damages including business interruption damages, loss of anticipated profits, or other economic loss, even if such Party has been advised of the possibility of such damages.

## Section 9

### CLIENT RESPONSIBILITIES

- 9.1 **Possession of allyIT Owned Equipment.** Client is responsible for the reasonable care of any allyIT equipment located at any Client location. In the event any allyIT equipment is damaged during the course of this CSA or is returned damaged or defaced to allyIT as the end of this CAS, the Client may be liable for repair or replacement fees for the damaged or defaced equipment. allyIT is responsible for any equipment owned by the Client that is co-located at any allyIT location. Upon termination of this CSA if equipment owned by the Client is returned damaged or defaced as a result of acts or omissions of allyIT, Inc., allyIT may be liable for repair or replacement fees for the damaged or defaced equipment. This does not apply to hardware failure occurring during the course of normal use. Should this CSA be terminated by either party for any reason Client shall provide allyIT access to Client location(s) to repossess all equipment owned by allyIT other than that equipment covered by any other agreement already in place. Client agrees that payments shall continue under the Services Schedule until such time as all allyIT owned equipment has been obtained or allyIT has been given the reasonable opportunity to obtain possession.
- 9.2 **Access to allyIT Owned Equipment.** The Client agrees to keep, and give access to allyIT, Inc., all allyIT owned equipment at Client's location in a reasonable operational environment, including without limitation, the provision of reasonable lighting, HVAC, security, and custodial services

including but not limited to minimum requirements set forth in this CSA. Client agrees that if acts of omissions of the Client or entities over which the Client has control cause an increase in allyIT cost of providing the series, including but not limited to damage to the allyIT owned equipment, upon written notice b allyIT to the Client of the increased cost, an equitable adjustment to cover the increased cost will be made to the amount paid by the Client to allyIT under this CSA.

- 9.3 Client Contract. Client shall name an employee to act as the Primary Client Contact for allyIT. This primary Client contact will be the direct contact to allyIT as it relates to all services provided as described in the Services Schedule. Client shall name a Primary Client Authorization Contact for allyIT required by the Client outside the Services Schedule.

## **Section 10**

### **INTERNET USE**

- 10.1 Internet Use. Where allyIT services include Internet Access, the Client agrees to access the Internet system for lawful purposes only and to comply with rules and regulations established by other networks via the system supplied by allyIT. Transmission of material in violation of any state or Federal regulation is prohibited, including copyrighted material, material legally IT determined to be threatening or obscene, or material protected by trade secrets. In the event that allyIT believes at any time that its services are being utilized for unlawful purposes by the Client or in contravention with the terms and provisions contained herein, allyIT may immediately discontinue such services to the Client without liability. Usage by the Client that could possibly result I damage to the hardware, software, or security of allyIT, Inc., its networks, its subscribers, or the Internet system shall result in immediate cancellation of this CSA without refund in accordance with the Termination without Cause section of this CSA. Expressly prohibited activities include but are not limited to: downloading software on the Internet System via services supplied by allyIT which interfere with the operations of the Internet System of allyIT network system, manipulation of the Internet system that allows operation of programs accessed via the Internet while not actively online, the use of allyIT servers, its client servers, or any other network devised and/or network services associated with allyIT to be used to relay mail or used in any illegal manner whatsoever which includes items such as SPAM or unsolicited commercial email (UCE). A Client subscribing to allyIT email filtering solution may relay mail through allyIT for the sole purpose of security and content filtering but in no case shall violate the above restrictions on sending SPAM, UCE, etc.

## **Section 11**

### **WARRANTIES AND DISCLAIMERS**

- 11.1 Professional Performance. allyIT represents and warrants that any services rendered to the Client in accordance with the terms of this CSA will be performed in a professional, competent, and through manner.

11.2 Warranty Against Infringement. Each party warrants to the other that any goods, services, or information provided to the other party pursuant to this CSA do not infringe on any third-party patents, copyrights, trade secrets, trademarks, or other Intellectual Property rights under the applicable United States laws.

11.3 Disclaimers of Warranty.

11.3.1 Situations Beyond the Control of allyIT will not be liable to the Client for failure to perform under this CSA if the failure to perform is due to war, rebellion, civil commotion, strikes, lock-outs, industrial disputes, fire, explosions, earthquakes, acts of God, flood, hurricane, drought, or act of order by any Government department, council, or other duly constituted body. Should allyIT services to the Client be interrupted for more than 10 consecutive days due to any of the events or circumstances described in Section 11, Client may terminate this CSA under the Termination without Cause provisions of Section 8.2

11.3.2 Other Warranties. Except as expressly stated above in Section 11, allyIT disclaims all warranties, express or implied, respecting all services provided under this CSA, including any implied warranties of title, non-infringement, merchantability and fitness for a particular purpose.

## **Section 12**

### **GENERAL**

12.1 Independent Contractor Status. The relationship between allyIT and the Client created by this CSA shall be that of independent contractors. Nothing contained herein shall be construed as constituting a partnership, joint venture, or agency between allyIT and Client.

12.2 Notices. Any notice required or permitted under this CSA shall be given in writing and shall be deemed effectively give: Upon personal delivery to the party to be notified; or upon confirmation by receipt by facsimile by the party to be notified; or One (1) business day after deposit with a reputable overnight courier, prepaid for overnight delivery and addressed as set forth in Client's address in this CSA.

12.3 Execution of the CSA. By executing this SCA and service schedule, each party represents to the other that this CSA has been duly authorized and constitutes a valid, fully enforceable, and legally binding obligation of such party.

IN WITNESS WHEREOF, the parties have caused this CSA to be executed and delivered as of the date written above.

**allyIT, INC.**

**CLIENT – City of Osceola**

BY:

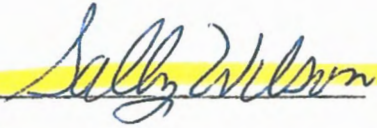


PRINTED NAME: Gerard Connors

TITLE: CEO

DATE: 10/19/2020

BY:



PRINTED NAME: Sally Wilson

TITLE: Mayor

DATE: 10/19/20

**SERVICES SCHEDULE  
TO  
CUSTOMER SERVICE AGREEMENT**

This services schedule dated to the Customer Service Agreement (the CSA) with a start date of 21<sup>st</sup> day of April, 2020 between allyIT and City of Osceola (Client). The parties agree to covenant and agree that this addendum shall become part of the CSA and shall be read together with CSA as a single document.

**Services Included in this Agreement:**

**Proactive Perimeter Monitoring-** Includes remote 24x7 monitoring of any assigned Internet facing devices including firewall. This level of service includes proactive troubleshooting, reporting, monitoring, and access to our helpdesk.

**PC Support** –Includes server and workstation anti-virus/spam intrusion management, server data backup restorations, scheduled preventive maintenance; path management, and allyIT end-user support.

**allyIT Team Support-** Includes IT Department assistance by providing 24-hour monitoring and reporting. This program is designed to supplement the services of overtaxed IT departments.

**Project Management-** Includes management of a variety of projects from concept through delivery including network design, product procurement, upgrades, proprietary HW and SW implementations, WAN/LAN and VPN integration. Other project areas include telephone systems, cabling, relocations, co-locations, network design, web and email hosting, etc.

**Reactive Support-** Includes reduced negotiated hourly rates for network, servers, workstations, key applications support for Microsoft products, and application support for vendor applications.

**Quarterly Wellness Visits-** Includes Account manager visits by designated Account Manger to report on network health, address issues, and IT strategic planning issues.

**Service Desk-** Includes Alert response, alarm response, and response to client inquiries.

**Services NOT Included in this Agreement:**

- Special Projects Outside Services Identified Above.
- New Equipment or Software added not already identified in the program.
- Blackberries, Treo's and other PDA's.
- Operating Software including Widows 7 and below, Server 2010 and below, Windows Millennium, and Windows XP Media Center or any products deemed to be non-supported by MS.

**Customer Service Agreement – Term**

Initial Term – 12 Months (auto-renewing with 12 months)

**Customer Service Agreement – Fees and Payments**

**Managed by this Agreement**

- Eight (8) Hours Monthly Onsite Support
  - Can be banked up to 24 hours in a 3-month rolling period
- Unlimited Remote Support 24/7/365
- Customer Portal to enter tickets
- Corporate Antivirus and Window Updates
- Monthly Executive reports to show antivirus and windows health
- Yearly Network Scan (\$5,000 value) at no charge
- Professional Team Viewer
- Webroot, Huntress, spyware, malware, and ransomware protection for PC's
- Sophos Intercept X for up to two (2) Servers
- Yearly Phishing Campaign, includes training for end users and reports for executives
- IT Dashboard for Philip to monitor all PC's and Servers remotely
- 100K Cyber Insurance Policy
- Managed Draytek Routers (1 per location while under contract)
- 40 Email Accounts
- Cloud Backup (up-to 1TB) per server for two (2) servers
  - Additional TB of space will need to be quoted
  - If onsite backup is wanted, there will be a \$995 charge per location for equipment

**Monitored by this Agreement**

**Up to 35 - Windows/Mac Laptop(s)/Desktop(s)**

**Up to 2 – Windows Server**

**Up to 40 – Email Accounts**

**Up to 1TB – Cloud Back Up**

**Number of Devices**

**Up to 37 Total**

**Total Monthly Fee**

**\$2,510.00+ tax**

**One Time Setup Fee**

**\$2,510.00+ tax (waived)**

**Locations Covered by the Agreement**

**Osceola City Hall**

**303 W Hale Ave, Osceola AR 72370**

**Osceola Police Department  
401 W Keiser Ave, Osceola AR 72370**

Client shall be responsible for notifying allyIT of changes to the number of devices within five (5) business days of the change taking effect. Client shall contact the account manager to make the change. The monthly fee will be automatically updated with the addition of a device.

**Customer Service Agreement – Service Levels, Remedies, and Schedule Maintenance**

<b>ITEM</b>	<b>AVAILABILITY</b>
<b>MONITORING AND MANAGEMENT- NETWORK OPERATIONS CENTER</b>	<b>24 X 7</b>
<b>USER SUPPORT</b>	
<b>Remote</b>	<b>8:00 AM to 5:00 PM CT (Mon – Fri)</b>
<b>On-Site</b>	<b>As Scheduled</b>
<b>After Hours On-Site</b>	<b>As Scheduled</b>
<b>EMERGENCY SUPPORT</b>	<b>24 X 7</b>
<b>Service Level Agreement</b>	<b>RESPONSE TIMES</b>
Remote Support Response Time	2 Hours
On-Site Support Response Time – Servers	24 Hours
Firewalls, Critical Devices	

**allyIT ACCOUNT MANAGER CONTACT:**

<b>ITEM</b>	<b>INFORMATION</b>
Account Manager	Gerard Connors or Shellie Marquis
Telephone Number	870-933-1500
Cell Phone Number	870-212-2581 or 870-273-9981
Email	gconnors@allyit.net or smarquis@allyit.net

**CLIENT CONTACT INFORMATION**


<b>ITEM</b>	<b>INFORMATION</b>
Client Primary Contact:	_____

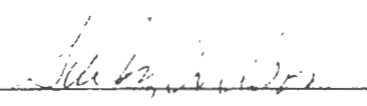
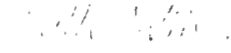
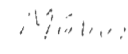
Telephone Number \_\_\_\_\_  
Client Contact Authorized to Request Services \_\_\_\_\_  
Telephone Number \_\_\_\_\_  
Outside the Services Schedule: \_\_\_\_\_

**Reactive Support coverage during business hours \$80.00 per hour**  
**Reactive Support coverage during non-business hours \$100.00 per hour**  
**Emergency Support coverage during business hours \$120.00 per hour**  
**Emergency Support during non-business hours \$160.00 per hour**

Additional Fees:  
Unscheduled Equipment Replacement  
Install of Additional Software Applications  
Special Projects outside Services Identified above Billed at Time and Materials Rate of \$80 per hour.

**IN WITNESS WHEREOF, allyIT and Client have caused this services schedule to the Customer Service Agreement to be executed as of the date above.**

allyIT, INC.  
BY:   
PRINTED NAME: Gerard Connors  
TITLE: CEO  
DATE: 10/19/2020

City of Osceola  
BY:   
PRINTED NAME:   
TITLE:   
DATE: 10/19/2020