InfiniCare™ Managed IT Services Proposal

Prepared for:

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Date Prepared:

4/17/2025

Statement of Confidentiality & Non-Disclosure

This document contains a proposal of services by InfiniTech Consulting LLC. The information in this proposal is confidential and should only be shared with those responsible for the evaluation and execution of this document. Neither the document nor its contents may be disclosed outside of the organization without the expressed consent InfiniTech Consulting LLC.

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About InfiniTech

Who Are We?



InfiniTech Consulting, LLC is a leading IT consulting firm specializing in Managed IT Services, Cybersecurity, AI and Automation, and Data Center and Cloud solutions. Centrally headquartered in Columbia, MO, we proudly serve clients across the Midwest, helping businesses navigate today's complex technology landscape.

Our mission is to deliver innovative, tailored solutions that empower our clients to stay competitive and achieve new levels of success. We combine cutting-edge technologies with a deep understanding of our clients' businesses to maximize IT investments, drive efficiency, and produce superior business outcomes.

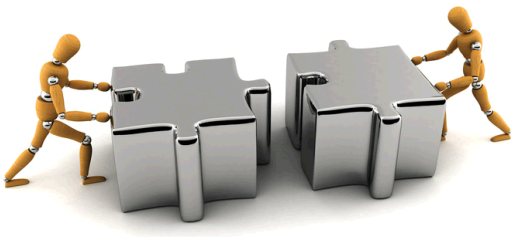
At InfiniTech, we believe that excellence starts with people. We hire the most talented, committed professionals and use proven best practices to deliver solutions that meet the evolving needs of modern enterprises. From secure data protection to seamless communication, and from advanced automation to modernized infrastructure, our unique service delivery platform ensures that every IT essential is covered, enabling your business to thrive in the digital age.

Our areas of expertise include:

- Managed IT Services – We deliver seamless, proactive IT support designed to enhance organizational efficiency, ensure security, and eliminate IT challenges to deliver better business outcomes.
- Cybersecurity – Protecting businesses from evolving threats with comprehensive, future-ready security strategies that ensure uninterrupted operations.
- AI and Automation – We specialize in leveraging the latest advancements in artificial intelligence and automation to optimize business processes, reduce costs, and foster innovation.
- Cloud & Data Center – We help our clients combining the power of cloud computing with modernized data center infrastructures, ensuring scalable, secure, and high-performance environments for businesses of all sizes.

Our Advantage

At InfiniTech, we serve as your trusted technology partner, delivering innovative solutions that empower business owners and IT managers to unlock the full potential of their IT investments. With deep expertise across the industry, we help businesses navigate the ever-evolving tech landscape. We understand how vital Information Technology is for business in today's world. It's impossible for a business to be successful without taking the proper steps to manage, store and protect their information.



Managed Services Offering

InfiniCare™ TotalCare Bundle is our comprehensive IT management program providing proactive monitoring, and maintenance of your technology infrastructure. The TotalCare package covers and all-inclusive support package that includes remediation of all end user support requests for one low, predictable, monthly payment.

Specific Features of our System Include:

Monitoring and Maintenance Services

Standard break/fix services offered by many IT service providers leave much to be desired. You must wait until a problem materializes (and you report it) before the issue is addressed. The reliability improvements with proactive monitoring and maintenance of your IT systems result in a meaningful reduction of downtime and more productive outcomes for your organization.

Asset Tracking	✓ Detailed inventory tracking of servers, workstations, and software ✓ Compiles and reports detailed configuration information
Routine Safety Checks	✓ Verify status of backup and antivirus systems ✓ Monitor unauthorized login attempts ✓ System vulnerability check
Routine Health Check	✓ Comprehensive scan of your systems and logs ✓ Checks extensive list of applications and services ✓ Identifies potential problems in advance
24/7 Monitoring	✓ Checks all network and Internet connections ✓ Delivers information quickly about errors ✓ Highlights problems that need fixing
Proactive Maintenance	✓ Provides patching and security updates to the operating system ✓ Manage and install all software updates ✓ Automated system cleanup and optimization

Security Services

Cyber-attacks aimed at small business are increasing at an alarming rate. A breach in your network's security can paralyze your business for days and even risk the loss of critical information. This is why InfniTech takes a serious approach to device and user security by bundling comprehensive security solutions with all of our managed services agreements.

Device Security	✓ Automated removal of unauthorized/malicious software from workstations.
Server Security	✓ Cybersecurity services for servers including automated removal of unauthorized/malicious software and rollback to previous clean state.
Web/DNS Security	✓ Web Security blocks access to known phishing and malicious sites
Mail Security	✓ Managed Email Security with real-time threat intelligence to stop ransomware, phishing attempts, and email fraud before it reaches your inbox.
Dark Web Monitoring	✓ Proactively monitor the Dark Web for any compromised login credentials and personally identifiable information like name, address, SSN, etc. and alert the Client if compromised credentials are found.

Support Services

Solve technical issues and get users back to productivity with the expertise of our professional, responsive Help Desk team. Additionally, gain piece of mind with our advanced systems engineers actively managing and supporting your back end server and network infrastructure.

Online Support Portal	✓ Quickly and easily submit support tickets for common issues ✓ Review and monitor open support tickets and review technicians' notes
Unlimited Support Desk **	✓ Tier 1/Tier 2 support of end users including workstations & laptops. ✓ Adds, moves, and changes for email and active directory systems. ✓ Includes support assistance of 3rd party software applications, client must maintain support agreements with the vendors. ✓ Remote and Onsite Services included
IT Systems Administration **	✓ Troubleshooting, maintenance, and repair of data networks and firewall ✓ Troubleshooting, maintenance, and repair of server, storage, and virtualization infrastructure
Weekly Reporting	✓ Deliver a detailed report via email each week covering the health and security of the IT systems and infrastructure.
Routine Assessments	✓ Our Systems Alignment Engineer will come onsite one to four times per year for a physical inspection of your infrastructure, perform a Network and Security assessment, and ensure your technology is properly aligned to best practices and your business goals.

** Unlimited IT Support does not include services to implement new IT infrastructure changes such as new laptops, servers, networking equipment, or major application deployments. These activities are not would require a separate billable service ticket or statement of work.
Normal service hours are Monday through Friday 7 a.m. to 6 p.m. Service includes access to afterhours emergency support services. Clients will be provided an afterhours support number and leave a message about an issue. InfiniTech Service Engineers will make a "best efforts" attempt to return the call and work on the issue. All remediation services performed outside of services hours will be invoiced separately at after-hours rates. Routine maintenance and patching performed outside of normal business hours is covered.

Data Protection Services

InfiniTech's **InfiniVault™** managed backup solution provides end-to-end protection of your information preventing unnecessary downtime associated with a computer crash, malicious software, or other data corruption. With centralized monitoring and management by our team of data protection experts, we guarantee consistent backup and recovery success.

Managed Data Backup Service *	✓ Complete data protection services that backs up your data and your critical applications. All data on protected servers will be copied and stored in an encrypted format to a local storage appliance owned and managed by the InfiniTech Data Protection team. Backup service includes rapid file-level recovery with multiple restore points and a 30-day retention policy. A second copy of the Client's backed up data will be transferred across the Internet and stored in a secure, certified data center offsite from the Client premise.
Data Protection for Office 365*	✓ The solution helps protect your critical information from accidental deletion, security threats, and retention policy gaps. All information in Exchange Online, SharePoint Online, OneDrive for Business and Microsoft Teams will be backed up to our secure data center with a 30-day retention policy.

* Backup includes up to 250GB of data per server (or 50GB per Workstation for Serverless Environments) and 50GB per user of Office365 data. Additional backup data may incur additional charges. Note: Serverless environment include offsite backup only.

Managed Services Offering – Advanced Security Bundle



Meeting cyber insurance requirements and safeguarding your business from cyber threats can be a complex and challenging task. InfiniTech's **InfiniCare™ InfiniCare Advanced Security Bundle** provides a fully managed 24/7 cybersecurity solution designed to safeguard your business against advanced threats and cyberattacks. Our expert team of security analysts continuously monitors your systems, investigates potential threats, and takes immediate action to neutralize them—ensuring the uninterrupted operation of your business and protection of critical data.

This suite of services is designed to address the evolving landscape of cyber threats while ensuring that your business is in compliance with the latest cyber insurance requirements.

Key Features and Benefits:

Managed Detection and Response (MDR)	✓ Our security operations center (SOC) provides 24x7 monitoring and active threat response for your endpoints, servers, Microsoft 365 (M365), and firewalls. With real-time threat detection, you can rest assured that your infrastructure is continuously protected from cyber attacks.
Microsoft 365 Hardening	✓ Protect your M365 environment with advanced anti-phishing intelligence, removal of insecure legacy protocols, and detection of forged sender IDs. These measures ensure that your communication remains secure and that you're protected from evolving email-based threats.
EndPoint Data Encryption	✓ Ensure that all sensitive data on your devices remains secure and inaccessible to unauthorized users with robust endpoint data encryption. This solution protects both your business and your clients' critical data.
Proactive Threat Hunting	✓ Our expert-led threat hunting identifies and mitigates cyber threats that automated tools may overlook, providing an extra layer of protection and insight into your security landscape.
DUO Multi-Factor Authentication (MFA)	✓ Enhance security across your applications by implementing DUO's industry-leading multi-factor authentication, ensuring that only authorized users can access your critical systems and data.
Cybersecurity Awareness Training & Phishing Testing	✓ Your end users are often the last line of defense. Equip them with the knowledge and tools they need to recognize and avoid cyber threats through ongoing cybersecurity awareness training and simulated phishing testing.
Routine Penetration Testing	✓ Our bundle includes penetration testing services conducted by independent third-party experts. This ensures that your systems are regularly assessed and vulnerabilities are identified and addressed before they can be exploited.

Client Obligations and System Requirements

- ***Internet Bandwidth***: Client will be required to procure and maintain Internet access with minimum bandwidth capability as determined by InfiniTech personnel for real-time monitoring and response actions.
- ***System Access:*** Client must provide InfiniCare security analysts reasonable access to systems and user credentials for effective response.
- ***Software Agent(s):*** The Client must provide InfiniTech personnel reasonable access to the targeted computers to install the required software agent(s).
- ***Workspace:*** The Client will cooperate with InfiniTech and provide reasonable access for InfiniTech personnel to the physical location and physical access to IT systems as well as provide reasonable workspace for InfiniTech personnel.
- ***Point of Contact:*** The Client will assign a designated point of contact for InfiniTech to assist with communication and execution of the onboarding process.

Client Onboarding Statement of Work

Moving your organization's IT management and support to a new outside provider can be a little like living through a home renovation. There can be very unpleasant surprises along the way if the process isn't carefully detailed in advance, and if the people you contract with are not highly detail oriented, and technically top tier.

Upon execution of the agreement, InfiniTech will assign a dedicated technical resource to oversee the Client onboarding process, including the deployment, setup, and configuration of applicable hardware and software needed to provide the contracted services.

The following migration map is one that we have perfected over the years at InfiniTech. It keeps surprises to a minimum, and guarantees a high level of involvement, and understanding, for each of our clients.

1. **Project Scope and Evaluation**

   Before we set off on a journey, we need to know where you are headed. Our Client Services Manager will review your project with our implementation engineers to ensure the project plan aligns with your organization's needs and business goals. You may be contacted by the Client Service Manager to clarify any questions or to provide specific preferences relating to the implementation.

2. **Pre-Discovery Provisioning**

   This is where we begin creating the building blocks of a successful onboarding and deployment. Our transition team will start building your company profile in our monitoring and support system and setting up any needed integrations. Prep work will also start on creating your Client Run Book, that will be the baseline for all your future IT documentation. During this phase our Client Services Manager or your Account Manager will contact you to schedule a specific date for the Onsite Discovery and Onboarding Meeting.

3. **Discovery and Analysis**

   Once we know where we're headed, we need to know where you presently stand. To answer that question, we execute a comprehensive IT environment inventory. We note such things as the scope of your IT assets—servers, data, printers, applications--where they're currently housed, how they are configured, what their interdependencies are, and their level of stability. The discovery process is launched during the Onsite Discovery and Onboarding Meeting.

   The Discovery and Onboarding Meeting is a critical step. It's essential that it be handled in a detailed and systematic fashion, and your involvement is invaluable. This meeting will involve two distinct activities:

   - System Discovery will be performed by a system engineer. They will gather information on and access to network equipment and firewalls, server and domains, email platforms, backup systems, etc. The engineer will also install our discovery tools and perform an initial security risk assessment.

   - **Onboarding Discussion** will be led by our Client Services Manager and include your Account Manager. During this conversation we will present our Welcome Packet, Support/Billing Portal Instructions, and InfiniCare End User Guides. We will also review the migration plan to discuss how best to accommodate your particular needs throughout the transition. Whatever your concerns, whatever your priorities, everything is noted and built into our approach. There are always questions, not only during our Team Launch meeting, but throughout the entire migration process. No question is too small or unimportant. The more you know, the more comfortable you'll be. The more we know, the smoother things will go.

4. **Pre-Deployment Provisioning**

   Here is where the solution is built. Once our system engineers have had a chance to review the assessment information and have confirmed our proposed solutions, we begin moving forward with ordering needed hardware or software licensing and preparing our back-end monitoring systems.

   Your user accounts are created in our Online Portal and ticketing systems. We prepare the initial security system configurations and any data backup solutions being deployed. We stage and prepare any networking, server, or computers that we might be deploying as part of the onboarding. We may reach out to you to ask about specific user permissions or data access such as who should receive alerts or asset summary reports, etc.

5. **Implementation and Cutover**

   Once all your systems and equipment are fully provisioned our Client Service Manager will schedule the final onsite onboarding. During the onsite onboarding we will apply final security policy and configurations; deploy any networking, server, or computers that are part of the project; install and configure applications that are in scope; and setup data protection software and equipment and seed initial backups.

   If email or cloud migrations are included with this initial deployment, they will be performed at this time. Depending on the nature of the transition, in may be important to ensure all affected End Users are present during this onboarding cutover to ensure there are no surprises waiting on them upon their return to the office.

6. **Post Onboarding Review**

   Our engineering team will perform post deployment configurations, tweak backup schedules and security policies, flesh out asset and support documentation, and finalize pertinent customizations for integrated applications. As we start to collect usage metrics, we will be able to fine tune system to maximize performance.

   Once the support team and Client Services Manager have had a chance to review your business workflows, support needs, and system performance, we like to follow up with a client Systems Review meeting with key stakeholders. This is where we can discuss long term IT objectives and make recommendations to get the most from your IT systems.

Client Obligations and System Requirements

- ***Internet Bandwidth***: Client will be required to procure and maintain Internet access with minimum bandwidth capability as determined by InfiniTech personnel. Failures of daily backup jobs stemming from issues with the Client's Internet connectivity does not constitute a failure of InfiniTech's SLAs.
- **Targeted Data Set**: The Client will provide InfiniTech with a complete and accurate list of computers and data targeted for backup, if applicable. InfiniTech will not be held liable for failure to backup any data not specified by the client.
- ***Equipment Co-location***: If applicable, the Client will provide a suitable operating environment at their location for the mounting, cabling, and powering of the onsite storage appliance.
- ***Software Agent(s):*** The Client must provide InfiniTech personnel reasonable access to the targeted computers to install the required software agent(s).
- ***User Information:*** The Client will provide InfiniTech with a complete and accurate list of Users, Computers, and Email Addresses.
- ***Workspace:*** The Client will cooperate with InfiniTech and provide reasonable access for InfiniTech personnel to the physical location and physical access to IT systems as well as provide reasonable workspace for InfiniTech personnel.
- ***Point of Contact:*** The Client will assign a designated point of contact for InfiniTech to assist with communication and execution of the onboarding process.

Solution Summary

QTY	DESCRIPTION - RECURRING MANAGED SERVICES	UNIT PRICE	TOTAL PRICE
24	InfiniCare TotalCare Bundle - Seat includes 1 user and 1 computer/device or 1 Server O/S Includes: Device Monitoring & Maintenance, Email, EndPoint, and User Security, Data Backup., Unlimited help desk support, and IT Systems Administration.	$110.00	$2,640.00
24	InfiniTech Advanced Security Bundle (per Seat) Includes SOC Monitoring for EndPoints, Servers, M365, and Firewalls with 24x7 Threat Response; EndPoint Encryption; DUO MFA for Applications; CyberSecurity Awareness Training and Phishing Testing; and Routine Penetration Testing.	$20.00	$480.00
1	INFC-SETUP	$2,200.00	$2,200.00

SUBTOTAL (ONE TIME)	$2,200.00
SALES TAX (ONE TIME)	$0.00
TOTAL (ONE TIME)	$2,200.00
ONGOING MONTHLY COMMITMENT (WITH TAX)	**$3,120.00 per month**

Based on a 36-month term paid monthly via ACH

* Pricing for InfiniCare Essentials bundled services is based on a per device basis.
* Pricing for Essentials Plus and TotalCare bundled services is based on a per seat basis. A "seat" consists of one computer-using employee + one endpoint device or one server operating system instance. Additional endpoint devices may be covered by our Essentials Bundle.
* Device and Seat counts covered that exceed the contracted amount will be invoiced to the Client accordingly.

InfiniCare Service Level Agreements (SLAs)

Definitions

"Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the services were active. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any InfiniTech SLA Exclusion (defined below).

"Scheduled Maintenance" shall mean any maintenance to the Services of which a Client is notified at least forty-eight (48) hours in advance

A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

InfiniTech will guarantee serviceability and warranty of the InfiniCare software applications provided for remote support, monitoring, anti-virus, health checks, and data backup as well as any IT systems hardware provided under this agreement (backup storage appliances, managed networking equipment, HWaaS workstations/Servers) for the duration of this agreement. Failed or corrupted software deployments and/or defective or failed hardware will be replaced, reinstalled, and reconfigured at no cost to the Client.

InfiniTech will guarantee the discovery and removal of all known computer viruses and virus strains available and provide the industry best practices against zero-day threats using artificial intelligence and machine learning. InfiniTech will guarantee notification to the client within 8 business hours of any compromised credentials discovered in Dark Web locations.

InfiniTech will guarantee a daily backup success rate of 90% or greater within any given 30-day windows. InfiniTech will guarantee any failed backups will retry within the next backup window with no more than 2 consecutive failed backups.

InfiniTech will guarantee a minimum four (4) business hour response time to priority support requests and data restoration requests. A response by InfiniTech is defined as the ticket is assigned to a support technician who begins reviewing and working to resolve the issue. The user who submitted the ticket will be notified by email with the ticket number and name of the technician working on the issue.

In the event the services do not meet the Service Commitment, the Client will be eligible to receive a Service Credit. Service Credits are calculated as a percentage of the total charges paid by the Client (excluding one-time payments such as startup fees) associated to the unavailable service or services defined within the Schedule of Services.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.95% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

InfiniTech will apply any Service Credits only against future Services payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from InfiniTech. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar ($1 USD). Service Credits may not be transferred or applied to any other account. Client's sole and exclusive remedy for any unavailability, non-performance, or other failure is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, the Client must submit a claim by emailing support@trustinfinitech.com. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

- ✓ the words "SLA Credit Request" in the subject line;
- ✓ the dates and times of each Unavailability incident that you are claiming;
- ✓ the affected Services; and
- ✓ your request logs that document the errors and corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by InfiniTech and is less than the Service Commitment, then InfiniTech will issue the Service Credit to the Client within one billing cycle following the month in which the request is confirmed.

InfiniTech SLA Exclusions

The Service Commitment does not apply to any service unavailability, suspension performance issues: (1) caused by factors outside of InfiniTech's reasonable control, including any Internet access or related problems beyond the demarcation point of InfiniTech's data center presence; (2) that result from any actions or inactions of the Client or any third party acting on the Client's behalf; (3) that result from the Client's equipment, software, or other technology and/or third party equipment, software or other technology not under InfiniTech's direct control (5) that result from any Scheduled Maintenance performed by InfiniTech.

Support Services Agreement – Schedule of Services

This Schedule of Services outlines the products and services ("Services") provided under the Managed Services and Hosting Agreement (the "Agreement") executed between InfiniTech Consulting, LLC, a Missouri corporation ("we", "us", "InfiniTech", or "MSP"), and City of Concordia as a Client ("you", "Client", or "Customer") and is made and entered into as of the latest date shown in the signature blocks below (the "Effective Date").

As such, this Schedule of Services outlines the additional terms and conditions amended to the Agreement specific to the services proposed in this document

All Service Commitments, also referred to as Service Level Agreement(s) ("SLA(s)") shall be in effect beginning two (2) months after commencement of the Services ("Burn-In Period" or "Onboarding Period").

This Agreement sets forth the terms and conditions upon which MSP will provide services (the "Services") to Customer.

1. SUPPORT SERVICES AGREEMENT

1.1. **Services.** MSP shall provide Client with the "Services" as described in this Agreement Schedule and as described in any additional schedules attached hereto (the "Schedules"). All such Services shall be subject to the terms and conditions of this Agreement and any terms or conditions printed on the Schedules. The term "Services", when used within a Schedule attached hereto, shall refer to the services to be provided under that Schedule only. MSP shall provide Client with 30 days advance written notice of any changes to the terms and conditions of this agreement. Client may choose to opt out of such changes with written notification to MSP within 30 days of receiving the initial change notification and terminate the agreement without penalty. Customer agrees to pay any outstanding charges on the agreement up and until the date of termination.

1.2. Remote Access. MSP will attempt to resolve issues over the phone or via remote access. If an issue is unable to be resolved in the manner, MSP will schedule an engineer for an on-site visit. MSP reserves the right to dispatch an engineer for any phone support exceeding 30 minutes or at the sole discretion of MSP should common practice dictate it would be more efficient to address the issue onsite.

1.3. Unsupported Platforms. MSP reserves the right to refuse to provide support services for unsupported platforms, defined as equipment hardware, software applications and versions, cloud services or other IT systems that: (a) are considered End of Life and no longer supported by the original manufacturer and/or software developer; (b) lack a covered support subscription by the original manufacturer or software developer; (c) are installed or configured in a manner unsupported by the system's vendor; (d) not originally provided or procured through the MSP; (e) unlicensed, illegal, or pirated software; (f) consumer grade equipment/software not designed for commercial use.

2. SERVICE FEES AND PAYMENT SCHEDULE

2.1. **Initial Setup Fee.** MSP will perform the INSTALLATION as detailed herein or in any attached schedules. Customer agrees to pay any installation fees defined herein.

2.2. **Monthly Fee.** MSP will provide the services to the Client as detailed herein or in any additional schedules attached to this agreement. The monthly service invoices will be send on or about the 15th day of each month prior to the month in which services are provided, allowing you time to review your billing. For services based on a per-unit charge, customer agrees to pay any differences in fees arising from an increase in the units billed, whether they be devices, storage, bandwidth, or any other defined unit. Payment is made automatically via ACH on the first day of each calendar month.

2.3. **Late Payment.** Late Payment is defined: (a) for ACH payments, payments refused by the issuing bank, (b) for credit card payments, payments not received (including, for instance, if payment is refused by the credit card issuer or credit card is expired and no new expiration date is provided) within 3 calendar days of the due date; and (b) for invoiced payments, payments not received within standard terms following our sending it via e-mail to your billing liaison. There is a late payment penalty of 5% of the amount past due. In addition, all past due amounts, including the late charge, shall bear interest at the lower of two percent per month or the applicable maximum legal rate. If there is any late payment(s) on your account, MSP, at its sole discretion and without waiving other rights it may have, may suspend, interrupt, or disconnect the Services on your account, without notice to you.

2.4. **Hourly Rate.** The hourly rates are defined for all system engineers and are billable for services outside the scope specifically defined in this agreement or any attached schedule(s) and may be changed with 60-days written notice. Current hourly rates and billable minimums are provided upon request. Client agrees to verify current rates and minimum charges prior to requesting any billable service. The hourly rate is for time worked and is not tied to a resolution.

2.5. **After-Hours.** All rates in this Agreement are based upon services provided during normal business hours defined as Monday through Friday, 7:00 AM to 6:00 PM CST.

2.6. **Travel Expenses.** MSP reserve the right to invoice for any additional travel expenses including but not limited to fuel surcharges, technician travel time, parking, and tolls not to exceed a $100 round trip for service activities within a 150 miles radius of MSP's corporate headquarters.

2.7. **Terms.** All invoices and payments are due NET15 unless other terms are approved by MSP.

2.8. **Annual Rate Increase.** MSP reserves the right to increase the rates for services performed under this agreement annually by a percentage increase up to the percentage increase in the Consumer Price Index as published by the federal Bureau of Labor Statistics.

3. TERM AND TERMINATION

3.1. TERM. The initial term for Services provided is three years from date of deployment starting at the beginning of the calendar month in which services are deployed. This Agreement shall automatically renew for successive one year terms for the life of the Client relationship. Customer may choose not to renew services for successive terms with a sixty (60) day written notice to MSP.

3.2. MSP will provide services in a competent manner, comparable to industry standards supported by the Service Level Agreement. If MSP does not provide services in such manner and cannot rectify the problem(s), within sixty (60) days from Client written notice in which Client identifies the problem(s), Client will have the right to terminate the respective Schedule only.

3.3. In the case of default by either party under this Agreement, the defaulting party will reimburse the non-defaulting party for all costs and expenses arising from the default, including reasonable attorney fees if the non-defaulting party engages in legal counsel to preserve or enforce such rights under this Agreement,

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including the collection of any payments due.

3.4. Termination of this Agreement will not adversely affect any right existing as of the effective date of termination. The rights and remedies provided under this Agreement are cumulative and in addition to any other rights or remedies available at law and in equity, and any other contract instrument or paper.

4. OWNERSHIP OF DATA. Backup data being stored both on provided equipment and at the Data Center remains the sole property of the Client. If Client chooses to terminate services, MSP will assist Client in the orderly termination of services at its current rate structure. This could involve copying the backup image to an external drive. Client agrees to pay MSP the actual costs of rendering such assistance to include hardware if necessary.

5. LICENSED EQUIPMENT. Client agrees that certain items, including by not limited to the storage appliance utilized by MSP in the execution of the backup service, user devices and peripherals provided under the DaaS service, switches and wireless equipment provided under the managed network service, and the firewall used in the managed firewall service shall remain the property of MSP, and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of MSP upon termination of this agreement. If any equipment at the Client site owned by MSP is damaged or lost **due to theft, negligence, intentional acts, unauthorized acts or other causes within the reasonable control of Client, its agents or employees.** Client must pay the equivalent of the current retail replacement value of the device within 15 days of said event.

5.1. **Client Responsibilities.** Client will be responsible for preparing its site for installation, for providing adequate space, foundations, heating and cooling, and electrical power, and for affording InfiniTech or its agent reasonable access to the premises for installation and maintenance. Except as provided in an Order, Client is responsible for any special interface equipment or facilities necessary to ensure compatibility between the Licensed Equipment and Client Equipment.

5.2. Client Licensed Equipment Usage. Client shall have the right to use the Licensed Equipment in a commercially reasonable manner in connection with the other Services provided by InfiniTech to Client for the term set forth in the agreement. Client shall not remove, alter, or destroy in any way any Licensed Equipment, or any label thereon, without the prior written consent of InfiniTech. Client may not affix or install any accessory, addition, upgrade, equipment, or device on to the Licensed Equipment (other than electronic data) unless expressly approved in writing by InfiniTech.

5.3. Warranties; Disclaimer Client acknowledges that the Licensed Equipment and provided software applications are manufactured by third parties and that, in addition to the terms in the Agreement, use and possession of the Licensed Equipment and software by Client shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, supplier's warranty and terms of use. InfiniTech agrees to use commercially reasonable efforts to enforce all warranties made by any manufacturer or supplier with respect to the Licensed Equipment. In the event of any mechanical or service failure of the Licensed Equipment that cannot be resolved within thirty (30) days after Client has notified InfiniTech (via InfiniTech's Client support system), InfiniTech may, at its sole election, either (i) replace the Licensed Equipment; or (ii) terminate this Schedule and the Hardware Services described herein immediately upon written notice to Client, in which case InfiniTech will refund to Client any pre-paid and unused subscription fees with respect to the Hardware Services that relate to the period after the date of notice of such failure. CLIENT'S SOLE REMEDY, AND INFINITECH'S ENTIRE LIABILITY, FOR ANY MECHANICAL OR SERVICE FAILURE WITH RESPECT TO THE LICENSED EQUIPMENT ARE THE REMEDIES OF REPLACEMENT, TERMINATION AND REFUND SET FORTH IN THIS SECTION. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THE TERMS AND INFINITECH'S OBLIGATIONS UNDER THE ABOVE, THE LICENSED EQUIPMENT IS PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, AND INFINITECH AND ITS SUPPLIERS DISCLAIM ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES WITH RESPECT TO THE LICENSED EQUIPEMNT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, QUALITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE.

6. INDEMNITY. Each party hereby agrees to indemnify and hold the other party harmless from and against any and all third-party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or resulting from the performance, or lack of performance, of each party's activities under this Agreement except to the extent caused by either party's negligence or willful misconduct.

7. FORCE MAJEURE. MSP shall not be liable for failure to perform any of its obligations under this Agreement during any period in which such performance is delayed by accidents beyond MSP' reasonable control, such as, but not limited to fire, flood, or other natural disasters, or, embargo, court order, riot, or other intervention of any government authority, provided that MSP immediately notifies Client of such delay. If MSP' performance is delayed for these reasons for a cumulative period of forty-five (45) days or more from the date of such notice, Client may terminate this Agreement by giving MSP written notice.

8. ADDITIONAL CLIENT RESPONSIBILITIES Client must provide MSP with all appropriate usernames and passwords required to access network resources (i.e. Administrator usernames and passwords, router telnet passwords) and maintain all necessary media, license keys, and vendor contact numbers and provide access to that information when needed.

By signing below, you acknowledge and agree that, prior to signing, you read the entire Agreement, consulted with legal counsel of your choice (or had the opportunity to consult with legal counsel of your choice but declined to do so), you are authorized to enter such agreement, and you are willfully bound by all the terms and conditions set forth in this Agreement. Further, by our signature below, we likewise agree to be legally bound by the Agreement and by all the terms and conditions set forth in it.

Client

City of Concordia
618 S Main
Concordia, MO 64020
United States

_____
Signature

Dale Klussman
Printed Name/Title

04/18/2025 PDT
Date

MSP

_____
Signature

_____
Printed Name/Title

_____
Date

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