

**RESOLUTION NO. 2010 – 073**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN AGREEMENT WITH COMPUTERS FOR BUSINESS, INC. (DBA CONNECTIONS FOR BUSINESS) FOR INFORMATION TECHNOLOGY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town published a request for proposal seeking qualified vendors for Information Technology Services on January 31, 2010; and

**WHEREAS**, in furtherance of the requirements established by the Florida Statutes and the Town's Procurement Code, the Town established a Selection and Negotiation Committee (SNC) to review the responses; and

**WHEREAS**, on February 24, 2010, the Town opened four responses to its request for proposals of interest; and

**WHEREAS**, on March 9, 2010, after reviewing the packages, at an advertised public hearing, the Town's Selection and Negotiation Committee (SNC) voted to shortlist to three vendors; and

**WHEREAS**, on March 11, 2010, at an advertised public hearing, the three vendors made presentations and answered questions posed by the SNC; and

**WHEREAS**, the SNC recommended the following ranking to the Town Council: (1) Connections for Business; (2) DeRose Technologies; and (3) Top Tek; and

**WHEREAS**, based on the ranking, the Town's Staff entered into negotiations with Connections for Business; and

**WHEREAS**, the Town Council believes that the negotiated agreement is in the best interest of the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA:

**Section 1.** The above-referenced recitals are true and correct and are incorporated herein by reference.

**Section 2.** The Town Council hereby approves the Agreement between the Town of Southwest Ranches and Computers for Business, Inc (DBA Connections for Business), in substantially the same form as that attached hereto as Exhibit "A".

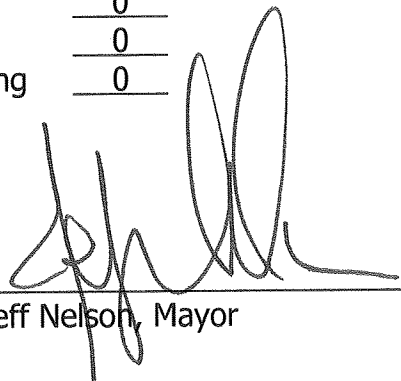
**Section 3.** The Town Council hereby authorizes the Mayor, Town Administrator and Town Attorney to enter into an Agreement in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions, which they deem necessary and proper to effectuate the intent of this Resolution.

**Section 4.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 30<sup>TH</sup> day of June, 2010, on a motion by Council Member Breitkreuz and seconded by Council Member McKay.

Nelson	<u>AYE</u>
Knight	<u>AYE</u>
Breitkreuz	<u>AYE</u>
Fisikelli	<u>AYE</u>
McKay	<u>AYE</u>

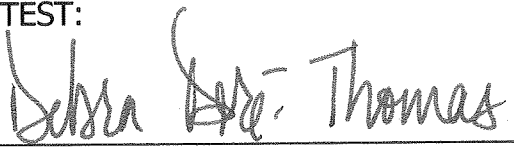
Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>




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 Jeff Nelson, Mayor

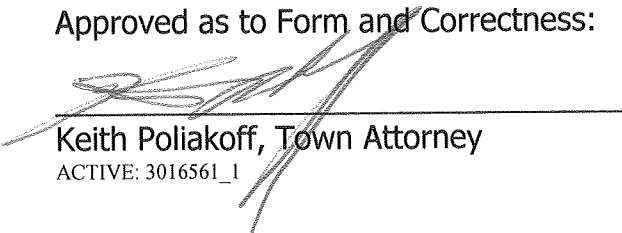
ATTEST:




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 Debra Doré-Thomas, CMC, Town Clerk

Approved as to Form and Correctness:




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 Keith Poliakoff, Town Attorney  
 ACTIVE: 3016561\_1

# MASTER CLIENT SERVICES AGREEMENT

This Master Client Services Agreement (this "Agreement") is between the **Town of Southwest Ranches**, a municipal corporation of the State of Florida ("Town"), and **Computers for Business, Inc.** (d/b/a Connections for Business), located at 2843 Pembroke Road, Hollywood, FL 33020 ("Company"). The Agreement shall be effective as of July 1, 2010 ("Effective Date"). The parties agree as follows:

- 1) **SCOPE OF SERVICES.** Company agrees to assist Town with professional information technology services and advice as set forth in Schedule 1, and as set forth in one or more applicable statements of work (each, a "Statement of Work") that may be executed from time-to-time by both parties under this Agreement (collectively, the "Services"). To be effective, each Statement of Work (if any) shall reference this Agreement and, when executed by both parties, shall automatically be deemed a part of, and governed by the terms of, this Agreement. Each Statement of Work is enforceable according to the terms and conditions contained therein, and in the event of a direct conflict between the language of this Agreement and any Statement of Work, the language of the Statement of Work shall control, but only with respect to that particular Statement of Work. Company shall perform all Services in accordance with the service level agreement and any executed Statement of Work between the parties.
  - a) Service work is not exclusive under this Agreement; however, if any service work is performed by others during the period of this Agreement on the Town's network without pre-approval of Company, or if Town shall move the equipment from its installed location without the pre-approval of Company, subject to a Statement of Work, Town shall pay any reasonable amounts incurred by Company, if any, to bring the equipment back into conformance with the equipment or network specifications. Except as otherwise specifically provided in this Agreement, Company shall have no obligation to reimburse Town for any costs associated with any service work performed by parties other than Company.
- 2) **TERM.** The term (the "Term") of this Agreement shall begin on the Effective Date (defined in the heading of this Agreement), and shall continue until terminated in accordance with the provisions of Section 10 of this Agreement.
- 3) **FEES; SERVICE RATES.** Town agrees to pay Company the fees described in Schedule 2, for the services provided under Schedule 1. Any amounts due under additional statements of work (if any) shall be paid by Town in accordance with the terms of such Statement(s) of Work.
  - a) If Company is requested to perform work beyond those Services listed in Schedule 1, then Company shall bill for such Services on a fixed fee or on an hourly basis, in quarterly hour increments at an agreed to hourly rate; provided, however, that (i) any request by Town to perform fixed fee or hourly work is in writing, and (ii) the writing specifically delineates the work to be performed on a fixed fee or hourly basis with a not to exceed amount for the requested work. No fixed fee or hourly work shall occur without Town's prior written permission.
  - b) The parties agree that the services described in Schedule 1 (collectively, the "Services") shall cover all of Town's systems, servers and workstations as described in that schedule and as such equipment exists in Town's network as of the Effective Date; however, "new" hardware and "new" software shall not be covered. For the purposes of this Agreement, "new" hardware and "new" software means hardware and software that are added to, or which supplement or augment, the hardware and/or software configuration of Town's network as that configuration exists on the Effective Date. "New" hardware shall exclude any hardware or software that Company installs into Town's network as part of Company's services hereunder. It shall also exclude replacement PC's and software upgrades.
  - c) Most Favored Nation. Company agrees that the monthly fees described on Schedule 2, shall at all times be proportionally equal to or lower than the rates that Company charges its other municipality (e.g., city, town or similar governmental entity) clients (each, a "Municipality"). In the event that Company enters into an agreement with a Municipality in which Company
- 4) **PAYMENT.** Payment is due within thirty (30) calendar days from the date Town receives an invoice for Services from Company. For prepaid fees or fees paid pursuant to a service plan, payment must be made in advance of work performed, unless other arrangements are agreed upon in Schedule 1 or a relevant Statement of Work. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Late payments shall be subject to interest on the unpaid invoice amount(s) until and including the date payment is received, at the lower of either 1.5% per month or the maximum allowable rate of interest permitted by applicable law. Client shall be liable for all reasonable attorneys' fees as well as costs incurred in collection of past due balances including but not limited to collection fees, filing fees and court costs. **TIME IS OF THE ESSENCE IN THE PERFORMANCE OF ALL PAYMENT OBLIGATIONS BY CLIENT.**
- 5) **AUTHORIZED CONTACT PERSON.** Town has designated one or more authorized contact person(s) (each, an "Authorized Contact") with whom Company will conduct Service-related communications. Town's initial Authorized Contact(s) is/are: Charlie Lynn, Town Administrator. Likewise, Town may designate one or more Authorized Contacts with respect to individual Statements of Work. Each Authorized Contact shall be a point of contact for Company, and shall be authorized to provide, modify and approve on Town's behalf, work direction, Statements of Work, and Change Orders. Town understands and agrees that Company shall be permitted to act upon the direction and apparent authority of each Authorized Contact, unless and until Company receives written notice from Town (as described below) that an Authorized Contact is no longer authorized to act on Town's behalf. If during the Term of this Agreement, Town wishes to add or remove an Authorized Contact, or modify an Authorized Contact's information or authority, Town must notify Company in writing of the change(s) including (in the event of the addition of an Authorized Contact) the Authorized Contact's name, address, email address and telephone number.
- 6) **ACCESS TO PREMISES.** To the extent that Services are performed on Town's premises ("Premises"), Town hereby grants to Company the right of ingress and egress over the Premises and further grants Company a license to provide the Services described in any Statement of Work within the Premises. To the extent that Services are provided to Town on property other than the Premises, it shall be Town's responsibility to secure, at Town's own cost, prior to the commencement of any Services, any necessary rights of entry, licenses, permits or other permission necessary for Company to provide Services at such location(s). Company shall not be liable for delay in performance or nonperformance of any term or condition of this Agreement directly or indirectly resulting from Town's denial to Company of full and free access to Town's systems and components thereof, or Town's denial to Company of full and free access to Town's personnel or Premises pursuant to this Agreement.
- 7) **WARRANTIES; LIMITATIONS OF LIABILITY.**
  - a) Any third party products provided to Town pursuant to this Agreement, including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Town "as is". Company shall use reasonable efforts to assign all warranties (if any) for the Third Party Products to Town, but will have no liability whatsoever for

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such third party products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between Company and Town, and Company shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products.

- b) Except as provided in Section 119, Florida Statutes, Company assumes no liability for failure of equipment or software or any losses resulting from such failure.
- c) EXCEPT AS PROVIDED IN SECTION 119, FLORIDA STATUTES, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR LOST REVENUE, LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, ANY STATEMENT OF WORK(S) OR ANY SERVICES PERFORMED OR PARTS SUPPLIED HEREUNDER, ANY LOSS OR INTERRUPTION OF DATA, TECHNOLOGY OR SERVICES, OR FOR ANY BREACH HEREOF OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT OR ANY STATEMENT(S) OF WORK EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY TOWN TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION ACCRUED. IT IS UNDERSTOOD AND AGREED THAT THE COSTS OF HARDWARE OR SOFTWARE (IF ANY) PROVIDED TO TOWN UNDER THIS AGREEMENT SHALL NOT BE INCLUDED IN THE CALCULATION OF THE LIMITATION OF DAMAGES DESCRIBED IN THE PRECEDING SENTENCE.
- 8) **INDEMNIFICATION.** To the extent permitted by law, each party (an "Indemnifying Party") hereby agrees to indemnify, defend and hold the other party (an "Indemnified Party") harmless from and against any and all loss, damage, cost, expense or liability, including reasonable attorneys' fees, (collectively, "Damages") that arise from, or are related to the negligent acts, negligent omissions or intentional wrongful misconduct of the Indemnifying Party and/or the Indemnifying Party's employees or subcontractors, and from any Damages arising from or related to the Indemnifying Party's uncured, material breach of this Agreement. The Indemnifying Party further agrees to indemnify, defend, save and hold harmless the Indemnified Party, its offices, agents and employees, from all Damages arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Services; provided however, that such Damages are the direct result of the Indemnifying Party's actions and not due to the Indemnified Party's fault, in whole or in part.
- 9) **COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY.** Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"). The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party. During the term of this Agreement, Town may use and modify any intellectual property provided to Town by Company pursuant to this Agreement, provided that such modifications (i) do not result in or cause the infringement of any intellectual property rights of any third party, (ii) do not require Town to reverse engineer Company's intellectual property, and (iii) do not negatively impact the security or integrity of any of Company's equipment, or the integrity or implementation of the Services. Each party's limited right to use the other party's intellectual property as

described herein automatically terminates upon the termination of this Agreement.

## 10) TERMINATION; RENEWAL.

- a) **WITHOUT CAUSE.** Either party may terminate this Agreement for any reason, or any Statement of Work under this Agreement leaving the balance of the Agreement intact, by providing the other party with sixty (60) days prior written notice of such termination.
- b) **CONSENT:** The parties may mutually consent, in writing, to terminate this Agreement or any particular Statement of Work at any time.
- c) **DEFAULT:** In the event that one party (a "Defaulting Party") commits a material breach of this Agreement or a Statement of Work, the non-Defaulting Party shall have the right, but not the obligation, to terminate immediately this Agreement or the relevant Statement of Work provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within fifteen (15) days following receipt of written notice from the non-Defaulting Party.
- d) **NO LIABILITY:** Unless expressly stated in this Agreement, neither party shall be liable to the other party or any third party for any compensation, reimbursement, losses, expenses, costs or damages (collectively, "Damages") arising from or related to, directly or indirectly, the termination of this Agreement for any reason, or for Damages arising from or relating to Company's disclosure of information pursuant to any valid FOIA request or request for information pursuant to Florida's Sunshine Laws. This waiver of liability shall include, but shall not be limited to, the loss of actual or anticipated profits, anticipated or actual sales, and of expenditures, investments, or commitments in connection with such party's or any third party's goodwill or business.
- e) **RENEWAL:** There shall be no automatic renewal of this Agreement. At least one hundred and twenty days (120) days prior to the end of the term of this Agreement, Company shall send written notice to Town to inquire whether Town is interested in renewing this Agreement at re-negotiated terms. If Town is interested in speaking with Company about the renewal of this Agreement, then Town shall notify Company and, promptly thereafter but in no event more than ninety (90) days prior to the end of the current term (the "Term Deadline Date"), work with Company to negotiate a renewal term. If no renewal term is agreed upon in writing by the parties on or before the Term Deadline Date, then this Agreement shall automatically expire at the end of the term as described in Schedule 2.
- 11) **UPTIME; REPORTING; REMEDIES.**
- a) Notwithstanding any provision to the contrary, Company warrants and represents that the Services shall be available to Town 99% of the time on a 24x7x365 basis, except during Scheduled Downtime (defined below) or when outages or issues occur due to a force majeure event ("Uptime").
- b) For the purposes of this Agreement, Scheduled Downtime shall mean those hours, as determined by Company but which shall not occur between the hours of 7 AM and 11 PM Monday through Friday without Town's authorization or unless exigent circumstances exist, during which time Company shall perform scheduled maintenance or adjustments to its network. Company shall use its best efforts to provide Town with at least forty-eight (48) hours of notice prior to scheduling Scheduled Downtime.
- c) Each month, Company shall make available to Town service reports that illustrate the Uptime in the prior calendar month. In the event that Company failed to adhere to its Uptime commitments as described in paragraph (a) above, the relevant monthly report shall state (i) the time period in which the uptime requirement was not met, and (ii) the reasons (if reasonably known to Company) why the Uptime requirement was not met.
- d) Notwithstanding any provision to the contrary, except for the Startup Exception (described below), if Company fails to meet its Uptime commitment in a given calendar month, then upon written

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request from Town, Company shall issue Town a credit in an amount equal to double the period of time of the outage. All requests for credit shall be made by Town within thirty (30) days after Town receives the monthly report showing the outage.

- e) Notwithstanding any provision to the contrary except for the Startup Exception (described below), if Company fails to meet its Uptime commitment on ten (10) or more occasions over the course of a three (3) contiguous month period, Town shall have the right to terminate this Agreement immediately for cause by providing Company with written notice of termination, with no further liability to Town whatsoever.
- f) The parties acknowledge and agree that for the first sixty (60) days following the Effective Date, the Uptime commitment described in this Section shall not apply to Company, it being understood that there may be unanticipated downtime or delays due to Company's initial startup activities with Town (the "Startup Exception").
- 12) **MISCELLANEOUS.**
- a) **SOFTWARE LICENSE.** Town shall be responsible for obtaining and maintaining any and all software licenses for all software installed on, or used by, Town on Town's computer network and equipment. Town agrees to provide copies of such licenses to Company upon written request by Company.
- b) **ASSIGNMENT.** This Agreement or any Statement of Work may not be assigned or transferred by Company without the prior written consent of the Town. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, Company may assign its rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all of the assets of the business of a party, or any other transaction in which ownership of more than fifty percent (50%) of either party's voting securities is transferred; provided such assignee expressly assumes the assignor's obligations hereunder.
- c) **AMENDMENT.** No amendment or modification of this Agreement or any Statement of Work (including any schedules or exhibits) shall be valid or binding upon the parties unless such amendment or modification specifically refers to this Agreement, is in writing, and is signed by one of the Designated Contacts of each party.
- d) **TIME TO BRING CLAIMS.** The parties mutually agree that any action for breach of or upon a matter arising out of this Agreement or any Statement of Work must be commenced within one (1) year after the cause of action accrues or the action is forever barred.
- e) **SEVERABILITY.** If any provision hereof or any Statement of Work is declared invalid by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any Statement of Work shall be valid and enforceable to the fullest extent permitted by applicable law.
- f) **ENTIRE AGREEMENT.** Company and Town shall not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication between the parties unless such terms or conditions are incorporated into a duly executed Statement of Work. In the event any provision contained in this Agreement is held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and the Agreement shall be construed as if such an unenforceable provision or provisions had never been included in this Agreement. The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, shall not constitute an Agreement to waive such terms with respect to any other occurrences. This Agreement,
- together with any Statement(s) of Work, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or Statement of Work shall act only to provide illustrations or descriptions of Services to be provided, and shall not act to modify this Agreement or provide binding contractual language between the parties. Company shall not be bound by any agents' or employees' representations, promises or inducements not set forth herein.
- g) **FORCE MAJEURE.** Company shall not be liable to Town for delays or failures to perform its obligations under this Agreement or any Statement of Work because of circumstances beyond its reasonable control. Such circumstances include, but shall not be limited to, any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, delays in transportation or deliveries of supplies or materials, acts of God, or any other events beyond the control of Company.
- h) **NON-SOLICITATION AGREEMENT.** Town acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, Town will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of Company's employees or subcontractors to discontinue or reduce the scope of their business relationship with Company, or recruit, solicit or otherwise influence any employee or agent of Company to discontinue such employment or agency relationship with Company. In the event that Client violates the terms of the restrictive covenants in this Section 12(h), the parties acknowledge and agree that the damages to Company would be difficult or impracticable to determine, and agree that in such event, as Company's sole and exclusive remedy therefore, Town shall pay Company as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with Town (including any signing bonus).
- i) **SURVIVAL.** The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement shall survive, including without limitation, the Sections 4, 7, 8, 9, 10(d), and 11.
- j) **WAIVER.** No provision of this Agreement or any Statement of Work may be waived except with the written consent of the waiving party, which consent will specifically refer to such provision and explicitly make such waiver or amendment. No delay or failure in exercising any right hereunder and no partial or single exercise thereof shall be deemed to constitute a waiver of such right or any other rights hereunder. No consent to a breach of any express or implied term of this Agreement shall constitute a consent to any prior or subsequent breach.
- k) **INSURANCE.** Company and Town shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement or any Statement of Work, including but not limited to, workers compensation and general liability. Company agrees to maintain a general liability policy with a limit not less than \$2,000,000 per occurrence, and an automobile liability insurance policy of not less than \$500,000 bodily injury per person, \$500,000 per accident, and \$100,000 property damage liability. All liability insurance policies described herein shall specifically provide that the Town of Southwest Ranches is an additional named insured with respect to such policies and the operations of Company under this Agreement. All of the insurance policies described herein shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to Town by certified

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mail. The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability B+ to A+.

- l) **GOVERNING LAW; VENUE.** This Agreement and any Statement of Work shall be governed by, and construed according to, the laws of the State of Florida. Town hereby irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts in Broward County, in the State of Florida, U.S.A. for any and all claims and causes of action arising from or related to this Agreement. **THE PARTIES AGREE THAT THEY WAIVE ANY RIGHT TO A TRIAL BY JURY FOR ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING FROM OR RELATED TO THIS AGREEMENT.**
- m) **NO THIRD PARTY BENEFICIARIES.** The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.
- n) **USAGE IN TRADE:** It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.
- o) **NON-EXCLUSIVE.** Town acknowledges and agrees that the Services are not exclusive to Town, and Company may provide the same or similar services to any of Company's other customers.
- p) **BUSINESS DAY:** If any time period set forth in this Agreement expires on a day other than a business day in Fort Lauderdale, Florida, such period shall be extended to and through the next succeeding business day in Fort Lauderdale, Florida.
- q) **NOTICES.** Where notice is required to be provided to a party under this Agreement, such notice shall be deemed delivered upon receipt by the receiving party, or refusal of delivery, when deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx to the addresses set forth below:

**IF TO COMPANY:**  
**CONNECTIONS FOR BUSINESS**  
2843 Pembroke Road  
Hollywood, FL 33020  
Attn: David Bennett

**IF TO TOWN:**  
Charles H. Lynn, Town Administrator  
6589 S. W. 160 Avenue  
Southwest Ranches, FL 33331


With a copy to:

Keith M. Poliakoff, Esq.  
Becker & Poliakoff, P.A.  
3111 Stirling Road  
Fort Lauderdale, FL 33312

Each party may designate other addresses and/or persons to receive notice under this Agreement by providing the other party with complete designated contact information, in writing, no less than five (5) days before such notice modifications take effect.

- r) **INDEPENDENT CONTRACTOR.** Each party is an independent contractor of the other, and neither is an employee, partner or joint venturer of the other.
- s) **NO THIRD PARTIES.** Neither Town nor Company intends to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement, and that no third party shall be entitled to assert a claim against either of them based on this Agreement.

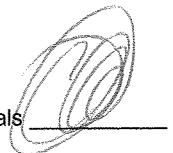
- t) **SUBCONTRACTORS.** All substantive work to be performed pursuant to the terms of this Agreement shall be performed by Company, and no work shall be subcontracted to other parties or firms by Company without Town's prior written consent, which consent may be withheld for any reason. Company shall warrant and guarantee all work performed by any of Company's subcontractors or sub-consultants as if such work was performed by Company itself.
- u) **NONDISCRIMINATION & PUBLIC ENTITY CRIME ACT.**
  - i) Company shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Company shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONSULTANT shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.
  - ii) Company's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin.
  - iii) **Public Entity Crime Act.** Company represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to Town, may not submit a bid on a contract with Town for the construction or repair of a public building or public work, may not submit bids on leases of real property to Town, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Town, and may not transact any business with Town in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Town's competitive procurement activities. In addition to the foregoing, Company further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Company has been placed on the convicted vendor list. If requested to do so, Company shall execute a Non-Collusive Affidavit as evidence of compliance with the requirements of paragraph (2)(a) of Section 287.133, Florida Statutes, governing Public Entity Crimes.
- v) **NO UNDUE INFLUENCE.** Company warrants and represents that it has not employed or retained any company or person, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, Town shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- w) **DRUG-FREE WORKPLACE.** Company shall maintain a drug-free workplace.

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## MASTER CLIENT SERVICES AGREEMENT

- x) **NO CONFLICTS:** Neither party nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with that party's loyal and conscientious exercise of judgment related to its performance under this Agreement. Further, Company agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against the Town in any legal or administrative proceeding related to performance under this Agreement in which Company is not a party, unless compelled by court process. Further, Company agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town or in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude either party or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.
- y) **TRUTH-IN-NEGOTIATION CERTIFICATE.** Signature of this Agreement by Company shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting.
- z) **COUNTERPARTS.** The parties may execute and deliver this Agreement and any Statement of Work in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement. Each party acknowledges and agrees that this Agreement is intended to be executed and transmitted to the other party via electronic means. Accordingly, a party may execute and deliver this Agreement (or any Statement of Work) electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party shall be entitled to rely upon the apparent integrity and authenticity of such signature for all purposes.

[Signatures Follow On Next Page]

Handwritten initials in a circle, likely representing the Town's initials, positioned above a horizontal line.

# MASTER CLIENT SERVICES AGREEMENT

**AGREED AND ACCEPTED:**

Date: 7/15/2010  
Company: CONNECTIONS FOR BUSINESS  
Signature: [Handwritten Signature]  
Name: David [Handwritten]  
Title: President

Date: June 30, 2010  
Town: TOWN OF SOUTHWEST RANCHES

[Handwritten Signature]  
Jeff Nelson, Mayor

[Handwritten Signature]  
Charles H. Lynn, Town Administrator

Attest: [Handwritten Signature]  
Debra Doré-Thomas, CMC, Town Clerk

**APPROVED AS TO FORM AND CORRECTNESS:**

[Handwritten Signature]  
Keith M. Poliakoff, Esq., Town Attorney

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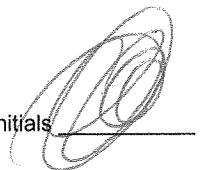
Town Initials [Handwritten Initials]



# MASTER CLIENT SERVICES AGREEMENT

## SCHEDULE 1

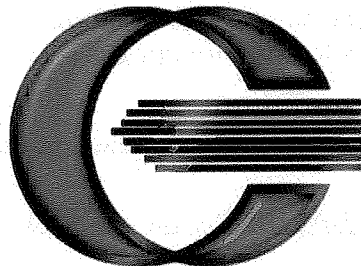
(Attach RFP Scope for Platinum Services HERE).

A handwritten signature or set of initials, possibly "CE", written in dark ink over a horizontal line.

# **Connections for Business**

- Your ConnectCARE Solution Provider -

*"There is No Time for Down Time"*



**CONNECTIONS**  
FOR BUSINESS

## **ConnectCare Platinum Scope of Services Document**

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Detailed Benefits and Features of our ConnectCare Platinum service level agreements.

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## 2 ConnectCare Platinum Service Level Agreements

<b>CONNECTCARE SERVICE PLANS</b>		<b>CONNECTCARE PLATINUM</b>
<b>CONNECTCARE INFORMATION TECHNOLOGY (IT) SERVICES</b>		
<b>100% Guaranteed 1 Hour or Less Response for Emergency Service</b>		<b>Included</b>
<b>100% No-Hassle 60 Day Money Back Guarantee</b>		<b>Included</b>
<b>100% No-Hassle Billing Guarantee</b>		<b>Included</b>
<b>MANAGE-IT</b>	<b>Virtual CIO Services</b>	
Online Trouble Ticketing System & Knowledgebase		✓
Creation of AUP (Acceptable Use Policy) and e-policy		✓
Monthly Executive Reports, Network Summary, and Asset Reports		✓
Annual Technology Planning Session / Audit & Quarterly Conference		✓
Network Fully Documented		✓
Virtual Chief Information Officer Services & Vendor Liaison		✓
<b>MONITOR-IT</b>	<b>Network Wide Monitoring Services</b>	
24 X 7 Network, Server, & Desktop Monitoring, Auditing, and Alerting		✓
Event & Error Log Monitoring		✓
Drive Space Monitoring & automated daily cleanup & defragmentation		✓
Exchange & SQL Database Monitoring		✓
Line of Business & Application Monitoring		✓
Monitoring , testing, verification, and validation of backup processes		✓
Monitoring of other services & performance monitors as requested		✓
Advanced Support & Administration for Exchange & SQL		✓
Advanced Network Administration, Policy Enforcement, and User State Management		✓
<b>TRACK-IT</b>	<b>Asset Tracking Services</b>	
Hardware Asset & Configuration Management		✓
Software License Management		✓
<b>SECURE-IT</b>	<b>Enterprise Security Services at the LAN Level</b>	
Automated Microsoft Patch Management		✓
End Point Security ( Anti Virus / Anti Spyware / Anti MalWare )		✓
<b>RECOVER-IT<sup>LIGHT</sup></b>	<b>Backup / Disaster Recovery / Business Continuity</b>	
Recover-IT Light Backup & Disaster Recovery for Workstations on LAN - waived setup fee - no offsite		✓
Recover-IT Light Backup & Disaster Recovery for Servers - waived setup fee - no offsite		✓
Optional Upgrade to Recover-IT Full Business Continuity Solution		✓
<b>GUARD-IT</b>	<b>Enterprise Security Services at the WAN Level</b>	
Stateful Inspection Hardware Firewall with Unified Threat Management & Multiple Link Management		✓
Gateway Anti-Virus and Anti-Spyware protection		✓
Gateway Anti-SPAM Protection		✓
Intrusion Prevention System - IPS		✓
Content and Application Filtering		✓
Bandwidth Management and VPN Support		✓
Internet Policy Management, Enforcement, Tracking, and Reporting		✓
Complete Reporting Suite for Real Time Reporting by Username & Group (10+ Reports available)		✓
<b>REPLACE-IT</b>	<b>Hardware Maintenance and Extended Warranty</b>	
Emergency Loaner PCs or Servers		✓

## 2.4 Contract vs. Non-Contract Support Rules and Rates

	NO-PLAN	CONNECTCARE PLATINUM
<b>INFORMATION TECHNOLOGY (IT) SERVICES</b>		
<b>SUPPORT-IT</b>	Enterprise Level Support & Administration	
Normal Business Hours, Mon-Fri, 8AM to 5M		
Helpdesk and Remote Support, 1 Hour Minimum	\$195	Included
On-Site Support, 3 Hour Minimum	\$195	Included
Project or Non-Contract Work	\$195	20% Discount
<b>After Hours, Mon-Fri, 5PM to 12AM</b>		
Emergency After Hours Support for Down Server or Critical Network Infrastructure	\$292.50	Included
Emergency After Hours Support for Down Server or Critical Network Infrastructure - On-Site, 3 Hour Min.	\$292.50	Included
Emergency After Hours Support and Scheduled After Hours Support or Project Work, 3 Hour Min.	\$292.50	20% Discount
<b>After Hours, Mon-Fri, 12AM to 8AM, Saturday, Sunday &amp; Holidays</b>		
Emergency After Hours Support for Down Server or Critical Network Infrastructure	\$390	Included
Emergency After Hours Support for Down Server or Critical Network Infrastructure - On-Site, 3 Hour Min.	\$390	Included
Emergency After Hours Support and Scheduled After Hours Support or Project Work, 3 Hour Min.	\$390	20% Discount

- Systems Analysts who are required on Statutory Holidays will be billed at 2 times the regular rate.
- All Non-Contract services must be supported by a credit card or a one-time purchase order.
- Pre-approved travel, accommodation and meals for Systems Analysts will be expensed and billed directly to the client for services delivered outside of the geographical range.

## 2.5 Geographical Range

Within a 50 mile range of Hollywood, FL, unless otherwise specified in the service contract.

## 2.6 Labor Rates, Minimum Billing, and Scheduling

- Remote Service
  - There is a 1-hour minimum billing for remote support service performed during our normal working hours. After hours support is billed at after hour rates and there is a two (2) hour minimum. Unless an emergency response has been requested, all calls will be scheduled with lead times as shown in the above chart
- On-Site Service
  - There is a 3-hour minimum billing for on-site service, and billing is based on portal to portal. After hours support is billed as portal to portal at after hour rates and there is a 3-hour minimum. Unless an emergency response has been requested, all calls will be scheduled with lead times as shown in the above chart.
- Emergency After Hours Support
  - Service provided outside of our normal hours of operation is billed at time and a half (1.5) for work performed between 5:00 PM and midnight on weekdays. Service provided between midnight and 8:00 AM on weekdays, or anytime on Saturdays, Sundays or Holidays, is billed at double time (2.0). ConnectCare Platinum clients receive emergency after hours support for servers, WAN problems, and vital network infrastructure as part of their service level agreement at no additional charge. Scheduling an upgrade, install, or maintenance for after hours is NOT AN EMERGENCY, and has to be scheduled either during Connections for Business's normal business hours or at the 20% discounted rate.

SEVERITY	INITIAL RESPONSE	SECOND LINE	DESCRIPTION OF SEVERITY	TARGET ACCEPTANCE
----------	------------------	-------------	-------------------------	-------------------

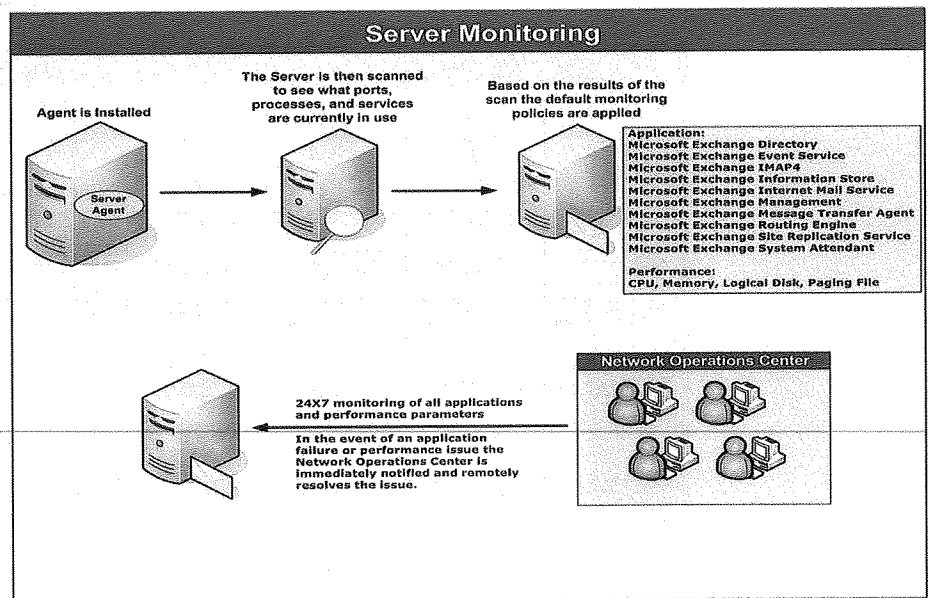
Connections for Business – ConnectCare Platinum Scope of Services

### 3 Monitor-IT, Details and Features

CONNECTCARE SERVICE PLANS	NO PLAN	CONNECTCARE PLATINUM
<b>MONITOR-IT</b>	Network Wide Monitoring Services	
24 X 7 Network, Server, & Desktop Monitoring, Auditing, and Alerting		✓
Event & Error Log Monitoring		✓
Drive Space Monitoring & automated daily cleanup & defragmentation		✓
Exchange & SQL Database Monitoring		✓
Line of Business & Application Monitoring		✓
Monitoring , testing, verification, and validation of backup processes		✓
Monitoring of other services & performance monitors as requested		✓
Advanced Support & Administration for Exchange & SQL		✓
Advanced Network Administration, Policy Enforcement, User Management		✓

IT Administrators and service providers need to know what is going on with the systems on their networks. Proactive monitoring of servers, workstations, remote computers, Windows Event Logs and applications is critical to security, network performance and the overall operations of the organization. Down time is not acceptable. The ConnectCare Integrated IT Software Suite provides proactive, user defined monitoring with instant notification of problems or changes. Receive a system alert when critical servers go down, users alter their configuration or a possible security threat occurs. ConnectCare provides IT Administrators and service providers the tools they need to proactively manage their systems and keep the organization run.

- *Monitoring of the Windows Event logs*
- *Monitoring of application Event logs*
- *Monitoring of Services*
- *Monitoring of key applications such as:*
  - *Microsoft Exchange Server*
  - *Microsoft SQL Server*
  - *Microsoft ISA Server*
  - *IIS Web Server Services*
  - *Line of Business Applications*
- *Monitor of system online / offline status*
- *Know if a server goes down*
- *Know when traveling users with notebooks connect*
- *Monitoring and alerting when hardware and software changes*
- *Alerts on specific file changes and protection violations*
- *Know if disk space is running low on computers*
- *Alerts if unknown devices are detected*
- *Monitor websites*
- *Enforce network policies*
- *Automation of daily maintenance*
- *Daily audit of hardware and software inventory*
- *Automatic emptying of temp files from hard drives*
- *Automatic cleaning of Internet debris*
- *Automatic defragmenting of the hard drives*
- *Automatic daily full scan for viruses and spyware*
- *Automatic refresh of network security policies*
- *Automatic updates of virus definitions*
- *Performance reporting*



## 5 Secure-IT, Details and Features

CONNECTCARE SERVICE PLANS	NO PLAN	CONNECTCARE PLATINUM
<b>SECURE-IT</b>	Security Services	
Automated Microsoft Patch Management		✓
End Point Security ( Anti Virus / Anti Spyware / Anti Mal-Ware )		✓

### 5.1 Patch Management Features

IT Administrators and managed service providers know that when their network is at risk, their organization is at risk. It is a daunting task to keep up with and apply security updates within the IT infrastructure. Especially if the networks span multiple locations, include multiple domains, traverse multiple firewalls, and include remote and home users.

Patch management is also not just scanning and applying patches. Often times patches need to be deployed in a test environment undergo an approval process or require multiple steps to deploy. For example, SQL server patches. ConnectCare provides the tools and infrastructure to enforce policies and to easily address the complexities of security patch deployment.

From simple fully automated patch deployment to script based automation for a customized deployment, ConnectCare delivers a secure and comprehensive enterprise class automated patch management solution to help keep security holes closed with a click of the mouse. ConnectCare Patch Management provides IT Administrators and managed service providers with the tools they need to be successful and keep their organization running securely.

#### 5.1.1 Automatic and Recurring Patch Scans

- Scheduled or ad hoc
- By time, computer, group or user defined collections of computers. Scans networks for installed and missing security patches regardless of the size of the environment.
- Detects vulnerability
- Identifies which patches are installed and date installed Determines which patches are needed
- Monitors and maintains patch compliance throughout your entire enterprise

#### 5.1.2 ConnectCare Agent Technology

- Does not require multiple patch servers
- Ensures that all systems are protected, even remote users on laptops and workstations
- Implement across entire network, not just servers
- Always know what patches and security holes reside on each user's system

#### 5.1.3 Patch Approval

- Approve or deny selected patches
- Select by user defined computer collections

#### 5.1.4 Automated Patch Deployment

- Scheduled by time, computer, group or user defined collections of computers
- Simultaneously deploy all required patches
- Across operating systems
- Support for Windows 2008, 2003, 2000 Vista, XP, and Windows 7 (new)
- Single rollout strategy and policy enforcement
- Maximize uptime

#### 5.1.5 Interactive Patch Management

- Select to deploy by Patch or Computer
- Select individual computers, groups or user defined collections of computers

### 5.2.3 Centralized Management

Centrally managed security profiles are defined and deployed to the managed computers using the ConnectCare console interface. The profiles are used to establish best practices to keep the managed computers running and malware free. All information detected is logged within the system and available for executive summary and detailed management reporting.

### 5.2.4 Automated Deployment

Once deployed, the system is monitored to ensure protection is active and enabled. Utilizing the ConnectCare proactive practice, updates are handled automatically on a scheduled basis without the need for user interaction. Security protection is then always up and running and kept up-to date. All activity and information detected is logged and stored in the ConnectCare database and is available for executive summary and detailed management reporting.

### 5.2.5 Virus Detection

The Scanning engine has received numerous awards for its excellent detection of "in the wild" viruses, including the VB100% award. Its unique combination of detection methods provides full protection against viruses, worms and trojans.

### 5.2.6 Cutting-Edge Anti-Spyware Technology

Detects spyware, adware, DLL-trojans, keyloggers, and much more. Malware hidden in data streams, archives, or the Windows registry is also detected.

### 5.2.7 Full On-Access Protection

Provides maximum protection by scanning every file opened, executed, or saved. It also prevents the opening or executing of infected files.

### 5.2.8 Flexible intelligent Scanning

Is used to include/exclude files from being scanned based on individual file extensions and can handle exceptions for potentially unwanted programs such as adware.

### 5.2.9 Full E-mail Protection

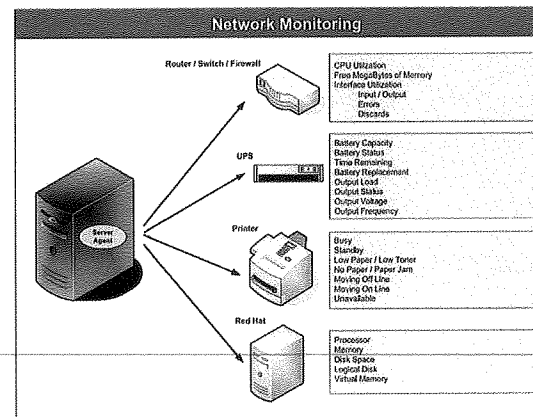
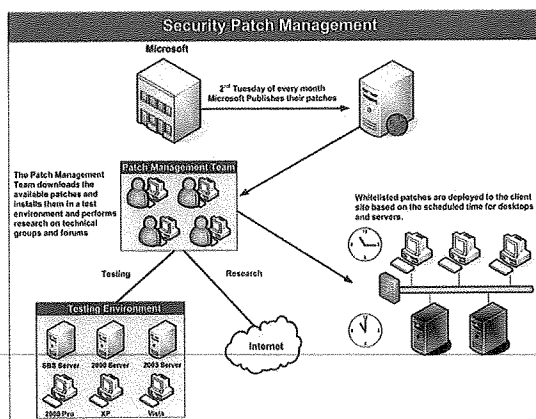
Checks every e-mail sent or received, providing full protection from e-mail-borne threats. Supports MS Outlook.

### 5.2.10 Automatic Threat Handling

Automatically heals or removes infected files and other threats such as trojans, worms and spyware.

## 5.3 Powerful Scheduling

Automatically provides recommended daily schedules for scanning and updating, and allows you to create custom-scheduled events.



### 5.3.1 Scheduled Maintenance Windows

Connections for Business will regularly install patches and critical updates to your server to help ensure that you are guarded against the latest vulnerability threats. For many of these updates to be installed



## 6 Protect-IT, Details and Features

CONNECTCARE SERVICE PLANS	NO PLAN	CONNECTCARE PLATINUM
CONNECTCARE INFORMATION TECHNOLOGY (IT) SERVICES		
GUARD-IT	Enterprise Security Services at the WAN Level	
Stateful Inspection Hardware Firewall / Unified Threat Management / Multiple Link Management		✓
Gateway Anti-Virus and Anti-Spyware protection		✓
Gateway Anti-SPAM Protection		✓
Intrusion Prevention System - IPS		✓
Content and Application Filtering		✓
Bandwidth Management and VPN Support		✓
Complete Reporting Suite for Real Time Reporting by Username (10+ Reports available)		✓

Connections will monitor all the I.T. assets of your office 24/7/365 via the ConnectCare Response Center and aforementioned tools. Servers and workstations are protected by multiple, cascading layers of defense both at the hardware and software level. Connections will recommend and implement a secure password policy in keeping with Best Practices.

Connections will configure, deploy and support a new Internet Security Appliance (Firewall) at your office. This will provide enterprise-class Unified Threat Management (UTM). Following is a detail of security features we will provide with the Sonicwall appliances.

- **Deep Packet Inspection Engine** - capable of configurable high-performance scanning across all ports including Web traffic, email, file transfers, Windows services and DNS.
- **ICSA-Certified Stateful Packet Inspection Firewall** - ensuring industry-standard integrity and validity for each connection, packet, source and destination.
- **Comprehensive Security** - including Comprehensive Anti-Spam Service, Gateway Anti-Virus, Anti-Spyware and Intrusion Prevention Service, Application Firewall, Enforced Client Anti-Virus and Content Filtering Service (Premium Business Edition).
- **SSL and IPSec VPN Clients** - provide remote and mobile employees with secure remote access to resources on the corporate LAN from virtually any location.
- **PortShield** - provides the flexibility to configure port level security for the LAN, for protection not only from the WAN and DMZ, but also between devices inside the LAN.
- **Voice and Video over IP** - offers high-performance standards-based security for voice (audio), streaming video and other latency-sensitive media over IP-based networks.

## 8 ConnectCare DataSafe

Extend your IT Automation Strategy with Easy and Quick Data Protection and Reliable Immediate Disaster Recovery. It's all about recovery! What you back-up, where your data is stored and how quickly you recover is what really matters. And ConnectCare DataSafe has all the features and functionality to provide powerful, flexible and easy data protection and recovery.

- Complete integrated solution that protects all Windows servers at a specific location
- Intuitive management and reporting reduces administrator workload and backup costs
- Central administration of all features, including event scheduling, backup status and reporting provides remote administration and automation eliminating on-site visits
- With maximum visibility comes maximum data protection. The Backup Status Dashboard ensures and demonstrates complete data protection
- Powerful backup options provide flexible methods of data protection and recovery
- Universal restore for recoveries to dissimilar hardware or virtual machines

### 8.1 DataSafe Functionality

- **Full or incremental backups** can be scheduled regularly or on demand through an intuitive management console. Central management allows administrators to monitor the entire backup process from a single console - regardless of the physical location of each system – enabling administrators to log into the solution from anywhere with an Internet connection, including from home, overnight or during the weekend.
- **Incremental Forever Backup Options** - Backup only the data that has changed. The result: Less bandwidth usage and faster restore times. After an initial full backup, only incremental backups are sent keeping track of all the incrementals and sending the proper data during restores.
- **Synthetic Full Backups** - The backup server takes a typical incremental backup of the system and combines this data with the previous backups to generate a new synthetic backup. Reduce bandwidth while increasing efficiencies.
- **Offsite Replication** – The current synthetic backup is copied offsite to a secure data center in Baltimore, which then replicates to another secure data center in Arizona, ensuring your data is completely protected with THREE copies (one local and two offsite)!
- **Backup Status Dashboard** – In one easy and quick window dashboard, you know at a glance what succeeded or failed, and why. With maximum visibility comes maximum data protection.
- **Fully Automated Real-Time Backup** – DataSafe takes the backup responsibility out of the hands of the end user and into the hands of a trained IT professional, making sure that backups are done regularly and reliably. Manage the entire process from a central location, eliminating the need to physically visit each backed up system. Schedule backups or conduct them on demand through the intuitive interface. All processes are automated and occur when scheduled.
- **Encryption Options for Backup Images** - Using industry-standard AES cryptographic algorithm results in increased data protection and security.
- **Dynamic Disk Restoration** - Convert basic to dynamic disk, allowing a single volume to be “spanned” across several disks. Achieve better performance than a single disk would provide, and achieve a degree of fault tolerance against hard disk failure.

## 9 Manage-IT, Details and Features

CONNECTCARE SERVICE PLANS		NO PLAN	CONNECTCARE PLATINUM
MANAGE-IT		Virtual CIO Services	
Online Trouble Ticketing System & Knowledgebase			✓
Creation of AUP (Acceptable Use Policy) and e-policy			✓
Monthly Executive Reports, Network Summary, & Asset Reports			✓
Weekly Executive Reports, Network Summary, & Asset Reports			✓
Annual Technology Planning Session / Audit & Quarterly Conference			✓
Note 1	ConnectCare Platinum includes all labor to <b>PROACTIVELY</b> and <b>REACTIVELY</b> support, maintain, repair, and upgrade equipment on the agreement on a 5x8 basis, and all servers and mission critical infrastructure on a 7x24x365 basis. Projects, consulting, or installation of additional equipment not listed on agreement is performed at a 20% discounted rate. Support for LOB (Line of Business Applications) such as Great Plains, ERP, and other specialized or custom applications is in conjunction with or support of the software's vendor support team. Work purposely scheduled outside normal operating hours, or emergency after hours workstation support, is performed at a 20% discount off our after-hours rates.		

### 9.1 Online Trouble Ticketing System & Knowledgebase

Connections has provided three methods of creating Trouble Tickets Online.

#### 9.1.1 Desktop Toolbar

Right click on the ConnectCare "Heartbeat" located at the bottom of the toolbar and select "Open support ticket". A window will automatically open in your browser, login you into the Connections for Business ConnectCare website, and allow you to either create a new service order (SO) ticket or view and existing tickets.



Email:

Password:

[Forgot your password? Click here to have it emailed to you.](#)

#### Connections for Business

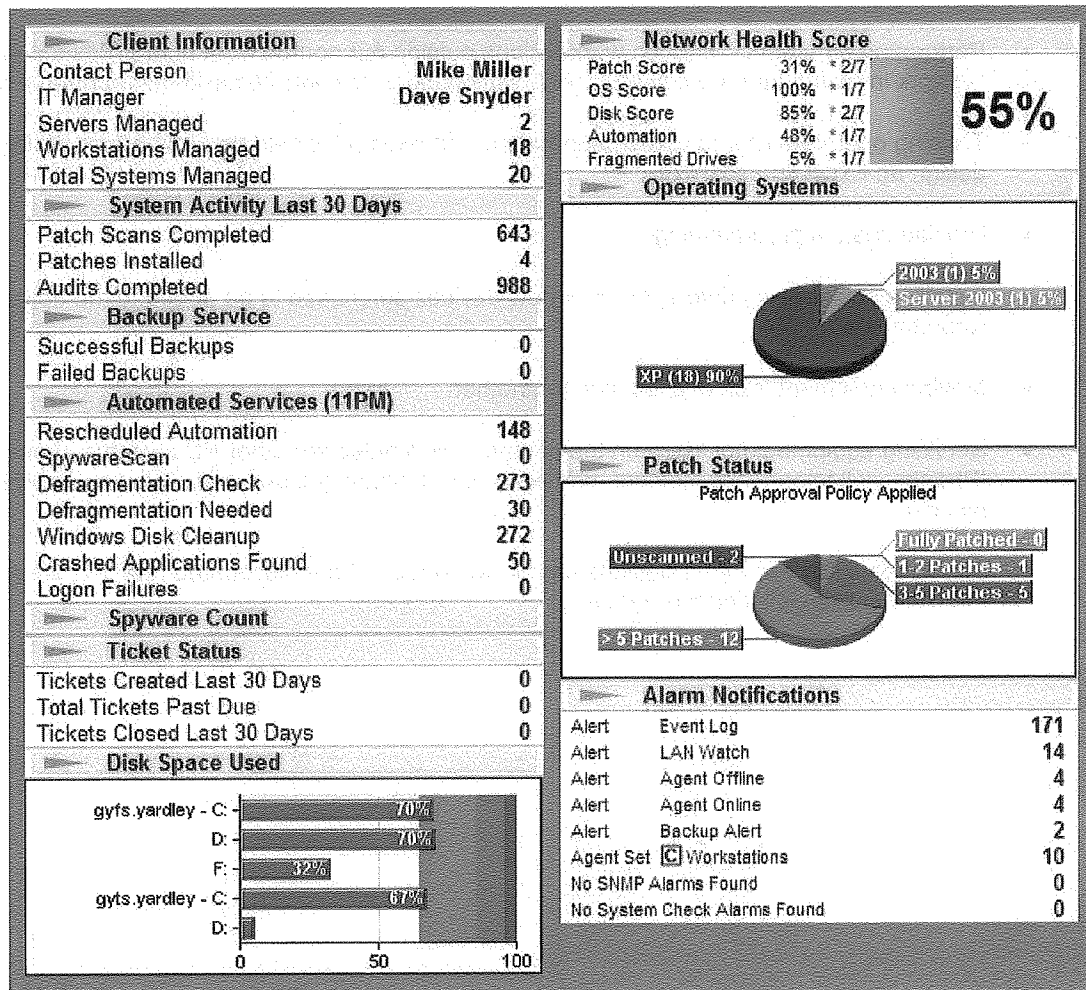
2843 Pembroke Road  
 Hollywood, Florida  
 (954) 920-9604  
 Choose option 2 for support

#### 9.1.2 Internet Browser

The second method is to open a browser and to <http://support.Connections.com> and login with the User ID and password provided. From this client portal, you can also access the knowledge base, review and even print previous service orders and invoices.

## Company Name

Executive Summary Report:  
 Created: 9:23:28 am 3-Nov-06  
 For **all machines** in the group  
 For data collected in the last 30 days



### 9.3 Annual Technology Planning Session & Quarterly Conference

Connections for Business will meet with each client every quarter, either on site or via the telephone, to spend up to 1 hour discussing any issues and making recommendations on how the client may better utilize or manage their network. Connections for Business will meet once a year for an annual Technology Planning Session onsite with the client for up to 3 hours discuss using and planning for any improvements and expansion necessary for the coming year. As the CIO (Chief Information Officer), Connections for Business will also attend any board meetings, maximum 1 per quarter, at no charge.

### 9.4 Installation & Upgrades

The ConnectCare Platinum program is also known as the "All-You-Can-Eat" programs because it provides for unlimited service support calls to assist clients with all hardware and software support calls. It also covers performing and installing upgrades to all covered equipment. It is actually easier to explain what is not covered at 100% under the ConnectCare Platinum program than what is covered. Anything not covered at 100% is still eligible for the 20% discount off the normal rates.

## 10 Contact Sheet / Procedural Rules

Every client has different requirements. One client may want to know at 2:00 AM in the morning that their server is offline and want to give us access to perform repairs before the working day starts. Another client may not want to know until normal working hours (8:00 AM). Another client may want Connections for Business to "automatically" take corrective action day or night, or only at night, or only on the weekends, while another client may require that they approve every service "before" it has been provided. We realize that no two clients are the same and that they may choose to change their procedures during the service level agreement. Connections for Business is committed to being as flexible as possible to accommodate each client accordingly.

To accommodate these differing requirements, we will provide a separate contact details sheet that provides for detailed instructions from the client on:

- What hours of the day or night do the client wants to be notified.
- Who gets the initial alerts
- Whom do we escalate the alerts to if the initial contact is unavailable?
- Who is authorized to approve service work or create SO (Service Orders)
- Any special directions the client wants to provide on how to handle their account.

### 10.1.1 How to contact the Service Coordinator

- Telephone
  - 954-920-9604
- Web
  - <http://support.connections.com>
- Email
  - [support@connections.com](mailto:support@connections.com)

### 10.1.2 Hours of Help Desk Support

Help Desk and onsite support business hours are regularly scheduled work days (Monday to Friday) from 8:30AM to 5:30PM (Eastern Standard Time).

Statutory Holidays observed by Connections for Business are:

***New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Depending on when Christmas and New Years fall, the day before or after may also be a holiday.***

For critical problems concerning business applications outside these hours, standby-support is available from 5:30PM to 08:00AM. Any special conditions and exceptions regarding the hours of support will be announced in advance by email.

<b>Telephone Support</b>	Our helpdesk can be contacted by dialing (954) 920-9604 and is available from 8:30 AM – 5:30 PM ET (Monday to Friday).
<b>E-mail Support</b>	Provided through support@connections.com and available from 8:30AM – 5:30PM ET (Monday to Friday).
<b>Onsite Support</b>	Our Systems Analysts provide full onsite support ranging from general maintenance, software, internetworking and network administration to full product installations. A minimum two-hour charge applies to all dispatched onsite support calls unless otherwise specified in the service contract.
<b>Scheduled Onsite Support</b>	Our scheduled onsite support service is available from 08:30AM – 05:30PM ET (Monday to Friday) with two business days notice or as defined in the service contract.
<b>Emergency Support</b>	Emergency services are available through e-mail, telephone and onsite support. These services are available both during and outside normal business hours as defined in the service contract with four business hours response time and at the rate mutually agreed upon in said contract. A minimum two-hour charge applies to all dispatched emergency support calls unless otherwise specified in the service contract. All emergency calls must be reported through the helpdesk for SLAs to apply.
<b>Remote Troubleshooting</b>	With the help of ConnectCare®, our Systems Analyst will securely log into the client's network to determine the source of the problem. In addition, the Systems Analyst will remotely administer applications, operating systems, software and server reboots for Windows.

# MASTER CLIENT SERVICES AGREEMENT

## SCHEDULE 2

### Schedule of Fees

The monthly fee for the Services is \$5,262. However, subject to the terms listed below, Company shall apply a twenty percent (20%) discount to the monthly fee, bringing the monthly fee to \$4210 (i.e., annual cost of \$50,520).

The parties agree that in the event the Agreement is terminated without cause by Town prior to three (3) years following the effective date of the Agreement ("Effective Date"), then Town shall pay Company all of Company's start-up costs, which are \$18,000, in a pro-rated amount calculated from the Effective Date through the date of termination of the Agreement.

There are no upfront fees to setup virtual hosted servers, transition existing servers or deploy the Town's firewall. The full monthly fee includes the following categories:

1. Virtual Hosted Platform (includes three servers)
2. Hosted Office User Licensing including Microsoft Windows, Microsoft Exchange, Microsoft Office and Citrix XenApp (includes licensing for 15 users)
3. In Office and User Support Services (includes support for 15 users)

NOTE: ConnectCare ExchangeDefender Archive has a simple cost structure of \$3/GB/month. This is a variable cost in this fee structure, as the size of the email archive cannot be ascertained at this time. Consequently, the monthly fee described above may vary by a few dollars. The cost for this service shall be a direct pass through cost to the Town. Connections shall only be reimbursed the exact amount that it has been charged for the Town's data storage. Said amount shall be verified in a sworn statement by both Connections and Connections' legal counsel who shall provide a quarterly verification of such charges to the Town.

### Hourly Fee Schedule

All hourly fee work (if any) shall be invoiced to Town at the following rates:

Normal Business Hours, Mon-Fri, 8AM to 5PM	Bid Rate Schedule
Helpdesk and Remote Support, 1 Hour Minimum	Included
On-Site Support, 3 Hour Minimum	Included
Project or Non-Contract Work	Via Written Work Order*
Emergency After Hours Support for Down Server or Critical Network Infrastructure	Included
Emergency After Hours Support for Down Server or Critical Network Infrastructure - On-Site, 3 Hour Min.	Included
Emergency After Hours Support and Scheduled After Hours Support or Project Work, 3 Hour Min.	Via Written Work Order*
Emergency After Hours Support for Down Server or Critical Network Infrastructure	Included
Emergency After Hours Support for Down Server or Critical Network Infrastructure - On-Site, 3 Hour Min.	Included
Emergency After Hours Support and Scheduled After Hours Support or Project Work, 3 Hour Min.	Via Written Work Order*

\* In order to be valid, all written work orders must be signed by hand by the Town Administrator and contain a "not to exceed" price. Town will provide procedures to Company in the event that Town decides, in the future, to allow Company to accept non-handwritten work orders acceptances.

### Transition Fees Due to Termination

In the event the Agreement is terminated for any reason whatsoever, including but not limited to circumstances in which one party alleges breach of contract, negligence, or otherwise, the parties agree to the following:

1. All of the Town's data shall be returned to the Town in a commercially reasonable manner and time frame, not to exceed thirty (30) days following the date of request of the return of data by Town. The data shall be returned in an industry-standard format, to be mutually determined by the parties and the new the vendor selected by Town. **Town shall pay Company a one-time fee of \$3,800 for this service, which amount shall be separate and apart from the service fee discussed below.** Company shall utilize all reasonable efforts to assist the Town with such transition, in accordance with the industry's best practices.
2. Company shall provide its services to Town for no less than sixty (60) days following the date of termination of the Agreement, to help ensure that the Town's transition to a new service provider runs smoothly and efficiently ("Transition Services"). At Town's discretion, Town may extend the Transition Services for a total of one-hundred eighty (180) days. For each month in which Transition Services are provided, Town shall pay Company the then-current monthly service fee, which amounts shall be due and payable in accordance with the payment terms of the Agreement.

It is understood and agreed that the provision of the Transition Services must be provided to Town as described above, and are a material inducement for Town to enter into the Agreement.