

The Corporation of the Township of Whitewater Region

By-law Number 19-03-1156

A by-law to authorize the execution of a Managed Services Agreement with OnServe Inc.

Whereas, Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

Whereas, Council of the Township of Whitewater Region deems it expedient and necessary to enter into a Managed Services Agreement with OnServe Inc. for information technology services;

Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. The Mayor and the Clerk are authorized to execute the Managed Services Agreement between OnServe Inc. and the Corporation of the Township of Whitewater Region.
2. The Managed Services Agreement attached forms part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

Read a first, second and third time and finally passed this 6th day of March, 2019.



Michael Moore, Mayor



Carmen Miller, Clerk

Managed Services Agreement

1. PARTIES

OnServe Inc. for good and valid consideration agrees with Township of Whitewater Region, (hereinafter called "Customer") to furnish certain computer-related services as provided in this Agreement.

2. INTRODUCTION

WHEREAS, OnServe Inc. is in the business of managing computer and software systems;

WHEREAS, the Customer desires that OnServe Inc. manage and support, for the particular use of the Customer, certain hardware and software programs to be used by the Customer.

NOW, therefore, in view of the covenants herein contained and the agreements hereunder taken, the parties hereto agree as follows:

3. DEFINITIONS

- a. The term "Technology System" as used in this Agreement refers to the hardware and supported software owned by the Customer.
- b. The term "Supported Software" as used in this Agreement refers to software owned by the Customer and defined further in Schedule A.
- c. The term "computing device" refers to any computer system that connects to the Technology System on a regular basis and performs a duty associated with the business of the Customer.
- d. The term "supported employee/system" refers to a computing device that is used on a regular basis by one or more employees of the Customer.
- e. VPN is defined as Virtual Private Network – This allows a user to connect to the main Technology System via a remote computer and temporarily join the Technology System as a member thus giving this remote computer access to services in the Technology System.
- f. The term "3rd Party Support Providers" is defined as companies or entities that the Customer is currently in Agreement with or will be in Agreement with to provide other various support such as ERP, CRM, Telephony Systems, and/or ISP/Telephony Connection support.
- g. The term "other monthly support items" is defined as items that are normally supported by other third party vendors such as ERP, CRM, and Telephony systems.
- h. The term "Liaison" is defined as the Customers contact person between OnServe Inc. and the Customer.
- i. Parties – where used in this document shall be taken to mean Customer and OnServe Inc.

4. PAYMENT

- a. Set Monthly Fee: Payments shall be made based on a set monthly fee as described in Schedule B: Invoices shall be processed and emailed/mailed on the first (1st) day of each month by OnServe Inc. Payment for services rendered shall be paid and delivered within 30 days of invoice date. OnServe Inc. shall discuss any changes to program pricing within 30 days of the end of this agreement, and before agreement renewal.
- b. Optional services: Optional services along with related fees can be quoted on a case per case basis and may be purchased as agreed to by the parties. These services will be billed at the time of delivery.
- c. Hardware: Any hardware purchased by the Customer through OnServe Inc., shall be paid as per our standard invoice terms. OnServe Inc. may act as a vendor for the purchase of hardware

- by the Customer as per the Customer's purchasing policy.
- d. **Expenses:** Additional expenses may be incurred and charged back to the Customer with the Customer's approval.
- e. **Interest:** All payments are due within thirty (30) business days of the date of invoice. Any payment not made in a timely manner shall incur interest at the rate of 24% per annum, calculated and payable monthly, not in advance, from the date of delinquency until the date of payment.

5. TECHNOLOGY SYSTEM MANAGEMENT

The parties recognize that operating the Technology System may require any of the following, including regular supervision, maintenance, upgrades, training, and research. The Customer therefore agrees to consult with OnServe Inc. concerning their I.T. Management on a regular basis. The Customer agrees OnServe Inc. will not be held responsible for the quality and performance of any equipment installed by a third party. OnServe Inc. shall not have authority to make purchases of hardware or software for the Customer unless approved by the Customer in advance.

OnServe Inc. agrees to provide a Virtual Chief Information Officer (VCIO; as defined in section 8.a), a Network Administrator to manage the Customer's technology System. The Customer will also be supported by a Help Desk Team for day-to-day Technology System issues. The Customer may request to have regularly scheduled technology planning meetings with the VCIO.

6. RESPONSE TIMES AND NETWORK RESPONSIBILITIES

The IT Services defined in this Agreement are dependent upon the following services (Local IT Infrastructure):

| Name | Type | Location | Description |
|---|----------------------|---|---|
| Network | Network Connectivity | External connectivity from the customer site. | The network services outside a customer site (excluding the local area network on a specific site or location). Responsibility of ISP |
| Local IT- Infrastructure, e.g. Local Area Network (LAN) | Network Connectivity | Internal connectivity within the customer site. | Responsibility of OnServe Inc. |
| Servers | Server | Customer site | Responsibility of OnServe Inc. |
| Firewalls, routers, switches, bridges | Network | Customer site | Responsibility of OnServe Inc. |
| Production Printers | Printer | Customer site | Daily availability at the customer site. Hardware/Supplies issues are not covered. Responsibility of OnServe Inc. |
| End-User Desktops | Desktop | Customer site | Responsibility of OnServe Inc. |

Automated monitoring operations run 24 hours per day, 7 days per week and 365 days per year, excluding any defined maintenance periods. OnServe's Help Desk Support service will respond to alerts during regular business hours from 8:00 until 17:00 Monday to Friday.

The Customer will be informed about planned maintenance activities and planned changes at least one week in advance.

a. Network Maintenance Window

| Period | Maintenance Window | Remarks |
|--------------------------------|-----------------------------|--|
| Monday to Friday (Working Day) | 17:00 to 07:00 (local time) | Where possible, all scheduled maintenance will be performed outside of regular business hours. |
| Saturday | 07:30 to 24.00 (local time) | Maintenance period after finishing regular weekly monitoring and maintenance. |
| Sunday | 00:00 to 24.00 (local time) | |

Maintenance will be planned during the weekends for installation of software changes, regular backups and any planned disaster recovery rehearsals.

b. Incident Determination and Solving

Incidents that are not immediately resolved by the Help Desk Support Team shall be prioritized. Prioritization is based upon the impact of the event upon the business processes.

c. Classification of Priority Codes and Targeted Reaction & Resolution Time

The following table shows the targets of reaction and fault resolution times for each priority level:

| Impact | Priority Level | Reaction time (in hours) * |
|--|----------------|-------------------------------|
| Service not available (all users and functions unavailable or business critical functions affected). | 1 | Immediate |
| Significant degradation of service (large number of users). | 2 | within 2 hours |
| Limited degradation of service (limited number of users or functions affected, business process can continue). | 3 | within 8 hours |
| Small service degradation (business process can continue, one user affected). | 4 | within 16 hours |

* = Duration is calculated from the time the incident is received by the Help Desk Support Team, taking the service windows into consideration.

d. Change Requests

Change requests involve adding/removing/changing users, hardware, and software in the Customer's Technology System. These requests are billable and require Customer approval prior to work being completed.

7. CUSTOMER COOPERATION

The Customer shall provide reasonable access to its premises and hardware installations to enable OnServe Inc. the opportunity to maintain the Technology System. The Customer also agrees to assign one employee to be Liaison or contact person to OnServe Inc. in order to make communications between both parties effective.

8. CONFIDENTIALITY

- a. OnServe Inc. agrees to keep in confidence and not disclose to others the internal structure of the Customer or its business practices.
- b. The Customer agrees to limit access to the Technology System to those employees or consultants who require such access in order to use the Technology System in furtherance of the Customers business as determined and authorized by the Customer.
- c. The Customer shall take all reasonable precautions to maintain the confidentiality of the Technology System in a similar manner as it would to protect its' own proprietary information.

9. SERVICES PROVIDED

OnServe, Inc shall provide the absolute highest standards of service and provide support for all desktops, servers, internal network infrastructure, as well as provide Central Services, Network Administration, Help Desk, and an Account Manager, in accordance with the following list of services:

- a. **Virtual Chief Information Officer(VCIO)**
 - 1) The VCIO will work seamlessly with the Customer as a virtual team member, when needed, to advise, recommend, and direct the I.T. issues the Customer faces.
 - 2) At the request of the Customer, or as scheduled, the VCIO shall meet with, or have a teleconference meeting with the Customer's management or outside vendors to determine the best way to handle technical decisions.
- b. **Security and IT Assessment and Inventory Services**
 - 1) OnServe's automated management system shall collect and maintain a thorough inventory of all computer and computer-related equipment and all installed software including Microsoft software licensing.
 - 2) OnServe Inc. shall assess current asset and refresh cycles, and will make recommendations toward maximizing productivity, availability and efficiency.
 - 3) OnServe Inc. will complete and maintain a comprehensive technology assessment report. This report will be used as a baseline for vCIO meeting to inform the customer about its current IT state and to identify and prioritize areas for improvement.
- c. **Research and Screening Services**
 - 1) OnServe Inc. shall research new and better ways to manage networks, improve security, and enhance technology systems. OnServe Inc. will share its knowledge through best practices and make recommendations for customer improvements.
 - 2) The Customer may request that OnServe Inc. research a particular facet of a technology solution such as a new device, or software application. OnServe Inc. will perform the research on this new technology and report to the Customer with its findings.

- 3) After making such findings, the Customer may wish to interact with providers and resellers of such technology. OnServe Inc. will help the Customer by being available to perform screening of such providers and resellers.

d. Design and Planning Services

- 1) If the Customer plans to make major changes to the existing Technology System, OnServe, Inc will help to develop a plan for the introduction of the change into the existing network.
- 2) Any additional costs for project labour shall be identified and approved prior to moving ahead with final design and implementation.
- 3) OnServe Inc. shall assist the Customer (vCIO Services) with IT strategize for major upgrades to the Technology System including, server upgrades, software application upgrades, network evolution, and other IT related changes. All changes and projects that result are billable and not included under this agreement.

e. Projects, Installation, and Upgrade Services

- 1) Under this agreement, the VCIO shall provide consulting and technology steering, and will assist in identifying strategic focus for upgrades and or improvements to the Customer Technology System.
- 2) If there is an installation or major upgrade to the Technology System and the design and layout has been planned and approved by the Customer, OnServe Inc., will at the Customer's expense and approval, perform the installations and upgrades. OnServe Inc. shall schedule this work during normal business hours.
- 3) In some cases, the Customer may wish to have a third party install or upgrade part of the Technology System. OnServe Inc. will be available to oversee the third party install or upgrade their hardware or software. OnServe Inc., at its discretion, may generate a report to the Customer explaining the successes and/or failures of the operation. OnServe Inc. may assist the third party with eliminating any possible mistakes which may damage the Technology System.

f. Help Desk Support Services

- 1) OnServe Inc. provides a Help Desk Support team to react to any service issues that might be causing interruption in the Technology System. The Help Desk Support team shall be available by telephone and email during normal business hours.
- 2) OnServe Inc. will setup the ability to remotely connect to any covered device, in order to provide expedited support directly to the affected equipment without delay.
- 3) The Help Desk Support window and response times are listed in Section 5.
- 4) Help Desk Support covers all issues for supported software and hardware that are causing interruption or delays in business operations.
- 5) Issues that result from faulty or defective hardware or as a result of virus or malicious infections which cannot be addressed or resolved by utilizing existing tools, equipment or procedures and which require extensive intervention on the part of OnServe, Inc, are not included in this contract and shall be billed extra. OnServe, Inc will provide warranty administration, or will fix the affected equipment at its standard time and materials rates. OnServe Inc. recommends that the Customer maintain all equipment under manufacturers warranties so these costs are minimized.
- 6) The OnServe, Inc Help Desk Support team is NOT set up to provide end-user application skills assistance, but as a support resource for issues and disruptions. OnServe Inc. reserves the right to notify the Customer's management team when a particular employee may need professional training in the event that the employee lacks the skills needed to work within the technology system

g. Data Protection – Backup and Recovery Services

- 1) Backup for server to local on-site backup device
- 2) Daily backup management and reporting
- 3) Test recovery and backup verification

h. Security Assurance Services

- 1) Antivirus software protection for all PS's devices and Servers.
- 2) Perimeter Security Device with security subscriptions for all locations to include: Gateway Antivirus, Anti-Spyware, Intrusion Prevention, App control, and web Content Filtering.
- 3) Spam Filter Service for all users
- 4) Site monitoring and reporting

i. After Hours Support

- 1) OnServe Inc. shall provide afterhours and weekend emergency support for business critical issues on a call up basis. The Customer will be given direct access to emergency support through the afterhours channel. Afterhours support will be billed at \$180.00/hour with one hour minimum. (\$250.00/hour on statutory holidays)
 Support line: 877-996-6622 x79.

| Support Type | Support Window |
|--------------|---|
| After Hours | 17:00-8:00 (EST), Monday to Friday, excluding stat holidays |
| | 08:00-17:00 (EST), Saturday & Sunday, excluding stat holidays |

j. Technology System Monitoring Services

- 1) OnServe Inc. shall monitor the Technology System for such problems as virus infection, internal and external security breaches, low system resources, system failures, etc.
- 2) If the Technology System fails, is breached, or is infected, OnServe Inc. will dispatch support elements to repair, clean, or shutdown the problem.
- 3) OnServe Inc. monitors each covered device in the Technology System. The matrix that follows describes some of the critical alerts monitored. These shall be subject to change based on best practice needs and may not be applicable to all devices.

The following metrics will be measured on each covered device:

| <u>Metric</u> | <u>Alert Threshold</u> |
|-----------------------|-----------------------------|
| Processor utilization | > 70% for 30 minutes Server |
| Disk space | < 15% Server |
| Disk Utilization | < 25% for 30 minutes Server |
| Performance Monitor | OnServe Inc. Best Practices |
| Event Log | OnServe Inc. Best Practices |

10. CUSTOMER SITE REQUIREMENTS

The Customer agrees to provide OnServe Inc. with regular and necessary infrastructure services required to provide the managed services described in this agreement. These include but are not limited to, network and internet connectivity, adequate hardware, adequate power, supported software and remote access to covered devices. Remote access to these "covered" systems includes having access to the Management Console and the Remote Access account on all servers included in this agreement.

Customer Requirements:

- ✓ High-speed (broadband or equivalent) internet access
- ✓ OnServe Inc. supported Anti-virus software and signature update subscription
- ✓ OnServe Inc. supported Anti-Spyware software
- ✓ Hardware redundancy
- ✓ Software license compliance
- ✓ Hardware warranties
- ✓ Managed switches
- ✓ OnServe Inc. supported disaster recovery system
- ✓ OnServe Inc. supported Imaging for desktops and servers

11. MAINTENANCE

OnServe Inc. agrees to provide labour for maintenance services to attempt to correct any error reported by the Customer and determined by OnServe Inc., in its' sole discretion, to be in the Technology System for the term of this Agreement. Such services shall be provided in the most expeditious manner possible and at no additional cost to the Customer.

General maintenance shall include but is not limited to:

Complete Maintenance of network server(s) including applications:

- ✓ Installation of relevant hot fixes, service packs, updates, as needed or upon request by the Customer
- ✓ Monitoring and checking of event logs for potential problems and taking corrective action
- ✓ Monitoring memory utilization
- ✓ Monitoring processor utilization
- ✓ Monitoring available hard drive space
- ✓ Monitoring of antivirus signature levels

Maintenance of network workstations:

- ✓ Installation of critical security and software patches
- ✓ Monitoring of antivirus signature levels

Maintenance of network firewall:

- ✓ Verification that firewall hot fixes/firmware updates are installed
- ✓ Verification that system access has been limited through best practices and is locked down to help prevent unauthorized access from internet users or hackers
- ✓ Router configuration backup

Maintenance of anti-virus, Malware & Antispam system:

- ✓ Verifying that anti-virus definitions are updating properly
- ✓ Applying any necessary hot fixes, service packs, or software updates as they are released

Maintenance of Backup System:

- ✓ Monitoring and maintenance to verify that backup routines have completed successfully
- ✓ Performing "sample restores" to ensure that data is recoverable

NOTE: Ideally the Customer should maintain active warranties, service agreements, or software support agreements for all hardware and software covered under this agreement that includes on-site labour and parts replacement. This agreement does not include hardware faults and the cost for any labour or parts will be billed extra.

12. NETWORK DOCUMENTATION

OnServe Inc. agrees to provide and maintain network documentation for the Customer for the term of this agreement. Upon termination of this agreement, OnServe Inc. shall release all relevant documentation immediately to the Customer.

Network documentation will be available at OnServe Inc. and is available upon request.
Network documentation shall include but is not limited to:

Real-time inventory collection (as provided by monitoring software)
Network map
Network Operating System levels

All credentials
Internet Service Provider information
Customer's contact information
3rd Party contact information

13. UPDATE RELEASE SCHEDULE

Software updates only include patching a specific version of a product. Any major software revisions are NOT covered under this agreement and will be billed extra. The revision is typically identified by a change in the major version number (i.e. Windows Server 2003 to Windows Server 2008).

OnServe Inc. will install **critical** security and software updates for the Microsoft platform. These updates are ones that will resolve security vulnerabilities that could be exploited without the user's knowledge and compromise the system or data. Also critical patches protect against spreading internet worms or Trojans.

OnServe Inc. will approve or disapprove updates within 10 business days. Once approved, OnServe Inc. will initiate the deployment based on the Customers patching schedule.

Optional / Enhancements: Updates which provide enhanced features such as Desktop Search, or Silverlight. These are not required for functionality and will only be deployed where there is a specific requirement for them as requested by the Customer. Service Packs are also listed under this group. Service Packs and enhancements shall be installed if there is a specific requirement for them, and any cost will be approved before deployment.

Any other update types not mentioned specifically elsewhere in this document, are installed only in the event that they are known or expected to resolve an open service request, if they are known or expected to resolve a critical security flaw in the current configuration, or if they are a prerequisite for a patch or other update being applied.

14. WARRANTIES

- a. OnServe Inc. warrants that the services to be performed by OnServe Inc. shall meet the specifications, terms and conditions required under the terms of this Agreement subject to limitations and agreements hereinafter contained.
- b. OnServe Inc.'s liability in respect of such warranty shall be to correct any programming errors, logic errors or other defects in the services for a period of six (6) months following the delivery of such services.
- c. OnServe, Inc makes no warranties with respect to and has no responsibilities of any kind whatsoever with respect to the performance or functionality of the hardware or software of the Customer purchased by the Customer or forming part of the Technology System, or supported software. The Customer acknowledges the Customer is relying on the warranties and representations provided by the manufacturer or supplier of the Technology System and supported software or other hardware or software.

- d. This warranty is in lieu of all other warranties or conditions expressed or implied, including, but not limited to warranties of merchantability or fitness for a particular purpose. No other warranties express or implied, are given. OnServe Inc. does not warrant that the services will meet all of the Customers' requirements or that the services or Technology System or supported software will be error free or uninterrupted. OnServe, Inc warrants that it will provide all services contained herein to the best of its ability and in accordance within commonly accepted standards of practice.

15. LIMITATION OF LIABILITY AND REMEDIES

OnServe Inc., its affiliates, agents, servants or employees shall not be held liable for any special incidental or consequential damages, including, but not limited to loss of profits, loss of business, loss of data, loss of computer time, lost revenues, and failure to realize expected savings or other commercial or economic losses of any kind. This will specifically include the cost of restoration of data, loss of data or business interruption in respect thereof.

OnServe Inc.'s liability for damages to the Customer for any cause, regardless of the form of action, whether in contract or in tort, including negligence and gross negligence, shall be limited to the Customers direct damages and shall not exceed the amounts paid by the Customer to OnServe, Inc in the twelve (12) months preceding such cause. In no event shall any claim be made against OnServe Inc. more than twelve (12) months after the date such claim or cause arose.

16. STANDARDS OF CONDUCT

OnServe, Inc. recognizes its obligations under and the legal framework set out in the Ontario Human Rights Code with respect to harassment and discrimination and under the Occupational Health and Safety Act with respect to workplace harassment. OnServe, Inc. is committed to maintaining a work environment that promotes the understanding and respect for dignity of the person as part of our workplace and one that is free from harassment and discrimination.

17. AGREEMENT TERM

The term of this agreement will be not less than twelve (12) months following the execution date. This agreement shall renew annually unless either party gives written notice of non-renewal in the eleventh (11th) month of the current term. Upon auto renewal, and without other changes in scope, supported equipment and users, the price will increase by 2% year to year to cover cost of living increase.

18. DEFAULTS AND TERMINATION

a) Capital Events of Default

1. OnServe Inc. shall be in default under this Agreement if any of the following occur:
 - i. OnServe Inc. becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects the affairs or property of OnServe Inc.;
 - ii. OnServe Inc. is the subject of a petition or involuntary bankruptcy and such petition is not removed within ninety (90) days;
 - iii. OnServe Inc. fails to materially perform or comply with the terms and conditions of this Agreement.
2. The Customer shall be in default under this Agreement if any of the following occurs:
 - i. The Customer fails to make payment of any undisputed invoice within sixty (60) calendar days after it is rendered;
 - ii. The Customer fails to materially perform or comply with the terms and conditions of the Agreement;
 - iii. The Customer becomes insolvent, is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, commits an act of bankruptcy, or there is a receiver or receiver/manager appointed in respect of the property or affairs of the

Customer or there is any similar action that affects the properties or affairs of the Customer, including a cessation of funding..

- b) Termination of Notice. The party not in default may terminate this Agreement by written notice to the other party if the other party has failed to cure a material default under this Agreement within thirty (30) days after receiving written notice specifically stating forth such default.

19. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

20. ASSIGNMENTS

Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by either party, except to any corporation controlled by or under common control with the assigning party, or in connection with the acquisition of, or the sale of substantially all of, the assets of the business to which this Agreement pertains, such as the merger of partner agencies

21. SEVERABILITY

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and unenforceability of the remaining provisions shall not in any way be affected or impaired thereby.

22. FORCE MAJEURE

OnServe Inc. shall not be in default under this Agreement because of any failure to perform in accordance with its" terms and conditions if such failure arises from causes beyond its control, including, but not restricted to, acts of God, acts of government, fires, floods, epidemics, quarantine, restrictions, strikes, embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers, or any and all causes beyond control of OnServe Inc.

23. MODIFICATIONS

This Agreement can only be modified by a written Agreement duly signed by authorized representatives of OnServe Inc. and the Customer, and variances from or in addition to the terms and conditions of this Agreement in any order or other writing from the Customer will be of no effect. Moreover, in order to avoid uncertainty, ambiguity and misunderstandings in their relationships, OnServe Inc. and the Customer covenanted and agreed not to enter into any oral agreement or understanding inconsistent or in conflict with this Agreement; and OnServe Inc. and the Customer further covenant and agree that any oral communication allegedly or purportedly constituting such an agreement or understanding shall be absolutely null, void and without effect.

24. COUNTERPARTS

This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original but which together shall constitute one and the same original.

25. EMPLOYMENT AGREEMENT

The Customer agrees not to hire anyone that is an employee of OnServe Inc. or Learning Brick, and who has experience with the Customers operations for a period of not less than six months for the termination date of this agreement, unless they have written consent from a signing official of OnServe Inc.

26. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior contemporaneous written or oral agreements and representations between the parties with respect thereto. This Agreement shall not be deemed to extinguish or mitigate any payments, which are owed to OnServe Inc. by the Customer pursuant to the terms of any previous or other existing agreements between OnServe Inc. and the Customer. The Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its' terms and conditions.

27. CAPTIONS AND HEADINGS

The captions and headings are inserted in this Agreement for convenience only, and in no event be deemed to define, limit or describe the scope or intent of this Agreement, or of any provision hereof, nor in any way affect the interpretation of this Agreement.

28. NOTICES & CUSTOMER LIAISON

Any notice given by either party hereto to the other party shall be in writing and shall be signed by the party giving notice. Any notice or other document to be delivered to either party hereto by the other party shall be deemed delivered if mailed postage prepaid to the party to who directed at the address of such party stated below:

OnServe Inc.
700 Progress Avenue
Kingston, Ontario
K7M 4W9

Customer: Township of Whitewater Region
44 Main Street, PO Box 40
Cobden, ON
K0J 1K0
(613) 646-2282

28 EXECUTION

OnServe Inc. and the Customer agree to the execution date which is the 1st day of March 2019 which is deemed to be first day of this twelve (12) month agreement term as outlined herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal this 6 day of March, 2019.

CUSTOMER: Township of Whitewater Region OnServe Inc.

Signature: C Miller

Signature: Michael Moore

Printed Name: Carmen Miller
"I have authority to bind the Corporation."

Printed Name: Michael Moore
"I have authority to bind the Corporation."

Date: _____ 2019

Date: _____ 2019

SCHEDULE A – Technology System

The “Technology System” as described in this Agreement consists of the following hardware & software:

SERVERS

All servers owned and operated by the Customer that support the staff and make up their Technology System. Only Servers running Microsoft Server Software will be supported.

DESKTOPS/ LAPTOPS

All Desktops, Notebooks, and Mobile computing devices owned and operated by the Customer that support the staff and make up their Technology System. Supported end point devices must all be running MS Windows OS software.

MOBILE DEVICES (OPTION – TO BE DETERMINED AND INCLUDED/EXCLUDED FOR CONTRACT PREP)

iPhones and Android devices are only supported for email functionality through ActiveSync technology.

OTHER (SOFTWARE, ROUTERS, PRINTERS, ETC.)

OnServe, Inc. shall maintain and provide all routers, firewalls, switches owned and operated by the Customer that support the staff and make up their Technology System. This excludes devices that are dedicated to the telephony or VoIP systems and that are installed and supported through other vendors.

Printers- OnServe, Inc. supports printing and print related issues from the desktop to the printing device, but does not cover issues related to hardware malfunctions such as paper jams, misconfigured device settings, or supply replenishment.

Software: OnServe, Inc. includes support for the infrastructure software and related operating platforms, as well as the Microsoft Office productivity suite and Adobe application suites. OnServe, Inc. provides a stable operating environment to run other third party software that has been designed to run on the equipment and supported operating systems that are owned by the Customer. OnServe, Inc. will provide as much assistance as can be reasonably expected for issues within other software and will act as a liaison to work with the support channels available.

SECURITY AND MANAGEMENT SOFTWARE (INCLUDED)

ANTIVIRUS & SPYWARE PROTECTION

ONSERVE MONITORING SUBSCRIPTIONS & TOOLS

ONSERVE SERVER IMAGING

SCHEDULE B – Service Calculations

MONTHLY SERVICE AGREEMENT FEE CALCULATION:

\$2460- BILLED MONTHLY

\$2090/MONTH FOR FULL MANAGED SERVICES FOR STAFF AND HARDWARE

- Pricing based on average work force of 19 fulltime and/or contract employees
- 25 workstation clients.
- 2 Servers
- 4 Locations

ADDITIONAL INCLUSIONS

\$180- BILLED MONTHLY

- Cloud base storage for off-site backups of 2 servers

\$190- BILLED MONTHLY

- SonicWall Router for Main Township office and 3 WiFi Access Points

Comments / additional Information:

NOTE: Additional Hardware / Software: Major additions of hardware or software added to the terms of this agreement after the execution date, will affect the price of this agreement. The costing calculation is based on supporting the organization and the current IT systems and work force. Major changes to the number of the supported end-users or IT systems shall take effect as the additions occur.

Projects and Major Changes: This agreement is intended to support and manage the existing infrastructure and day to day operations. Therefore costs related to projects or major system changes are not included under this agreement. OnServe, Inc. does include service related to initial project planning and consulting and will identify any additional costs for the Customer's approval.

It is highly recommended that the Customer maintain active warranties and or service agreements for all hardware and software covered under this agreement that includes either software support, on-site labour, and/ or parts replacement.

cm
Customer Initials

March 7, 2019
Date