

IT Managed Services Agreement

This agreement is made effective as of the 1st day of December, 2018 ("Effective Date") by Safe Haven IT, Inc., an Illinois corporation ("Supplier"), with a corporate address of 299 Noble Circle, Vernon Hills, IL 60061 and the Glen Ellyn Park District ("Customer").

WHEREAS, the Supplier is interested in providing fee-based IT support services to the Customer and the Customer desires to engage the Supplier to provide such services;

NOW, THEREFORE, the parties hereby agree as follows:

- I. CONTRACT TERM.** This agreement will remain in force for a period of one (1) year from the Effective Date. The agreement will automatically renew for an additional one (1) year period at the then prevailing support contract rates, unless terminated by either party for cause or for convenience by providing notice in writing 30 days prior to the renewal date.
- II. SERVICES PROVIDED.** Support services provided by the Supplier under the terms and conditions of this agreement will be provided on a best effort basis as determined by Owner in comparison to similarly situated professional service providers. Supplier will provide consulting, development, training, installation, set-up, troubleshooting, operational information and/or support services as needed to the Customer. Services provided under this Agreement will be performed off site or on-site at Client's location. Services can be performed under a flat rate monthly fee ("Managed Services") or per incident or per job basis.
- III. COOPERATION OF CUSTOMER.** The Customer agrees to comply with all requests of the Supplier and to provide access to all documents and files necessary to the performance of the Supplier's duties under this Agreement.
- IV. METHOD OF PERFORMING SERVICES.** The Supplier will determine the method, details, and means of performing the above-described services. Supplier shall at all times comply with all licenses and with all laws and regulations including but not limited to copyright and trademark laws, consumer protection laws, disclosure laws, and District ordinances.
- V. CONFIDENTIALITY.** The Supplier understands it will have access to sensitive data, information, and other non-public information of the Customer. The Supplier and its employees, agents, or representatives will not at any time or in any manner either directly or indirectly divulge, disclose or communicate in any manner the Customer's information that is confidential or proprietary. This provision will continue to be effective after termination of this Agreement.
- I. PRICING.** The pricing for providing services under this agreement are defined per Schedule A incorporated herein.
- II. INVOICES AND PAYMENT.** For all annual Managed Services, Supplier will generate invoices on or about 1st day of each month, deliver to Customer via email and Customer agrees to pay invoice within 15 days from receipt of invoice. Customer may also elect to pay for annual Managed Services contract amount and receive a pre-paid discount equal to 3% of the annual total contract amount.
- III. LATE FEES / FINANCE CHARGES.** A late fee of \$25.00 will be assessed for payments that are 15 days beyond the payment due date. A monthly finance charge equal to one and one half percent (1.5%) will be assessed for all late payments that are 30 days or more past due.
- IV. ASSIGNMENT:** The Customer may not assign any rights hereunder without the prior written approval of the Supplier, and any attempt to assign any rights, duties, or obligations hereunder without the Supplier's written consent will be void. The Supplier may assign all or any part of its rights or obligations without the Customer's consent.

VII. DISCLAIMER OF WARRANTY: THE SUPPLIER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICES PROVIDED HEREUNDER.

IX. LIMITATION OF LIABILITY:

Supplier shall maintain the insurance specified elsewhere and Customer agrees to limit the liability of Supplier for such covered claims to the available insurance.

X. PARTIAL INVALIDITY: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

XI. ARBITRATION: Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this Agreement will, on the written request of one party served on the other be submitted to arbitration. The arbitration will comply with and be governed by the provisions of the State of Illinois. The parties will each appoint one person to hear and determine the dispute and if they are unable to agree, then the two persons so chosen will select a third impartial arbitrator whose decision will be final and conclusive on both parties. The cost of arbitration will be borne in such proportions as the arbitrators decide.

XII. ATTORNEYS' FEES: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

XIII. GOVERNING LAW: The parties hereby agree that any dispute regarding the interpretation or validity of, or otherwise arising out of, these standard terms and conditions for sale, or relating to the support hereunder shall be subject to the exclusive jurisdiction of the courts, and governed by the laws of the State of Illinois without regard to that body of law controlling conflicts of law.

XIV. TERMINATION OF AGREEMENT:

- a. Termination upon Notice. Notwithstanding any other provisions of this Agreement, either party hereto may terminate this Agreement at any time by giving thirty (30) days written notice to the other party. Unless otherwise terminated as provided herein, this Agreement shall continue in force for a period of one (1) year. If the Customer elects to terminate the agreement prior to the end date of the term, the Customer will forfeit any and all moneys paid to supplier.
- b. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of (1) bankruptcy or insolvency of either party; (2) sale of the business of either party; (3) death of the Customer; or (4) assignment of this Agreement by the Customer without the express written consent of the Supplier.
- c. Termination by the Customer for Default of the Supplier. Should the Supplier default in the performance of this Agreement or materially breach any of its provisions, the Customer, at the Customer's option, may terminate this Agreement without penalty by giving thirty (30) days written notification to the Supplier.

XV. NOTICES: All notices and demands of any kind which Customer or Supplier may be required or desire to serve upon the other under the terms of this Agreement shall be in writing and shall be served by personal service or by mail at the address of the receiving party set forth above (or at such different addresses as may be designated by either party by written notice to the other party). All notices or demands by mail shall be by certified or registered mail, return receipt requested, and shall be deemed complete three days after mailing. Notices sent to Supplier shall be addressed to the attention of "Legal Services."

XVI. UNENFORCEABLE PROVISIONS: In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, the remaining portions of this Agreement shall remain in full force and effect, provided that in such event the parties agree to negotiate in good faith substitute enforceable provisions which most nearly effect the parties' intent in entering into this Agreement.

XV. WAIVER: The failure of either party to enforce at any time, or for any period of time, the provisions hereof shall not be construed to be a waiver of such provisions or of the right of such party to enforce each and every such provision.

ENTIRE AGREEMENT: This Agreement, including any attachments hereto, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all written or oral agreements heretofore existing between the parties hereto are expressly canceled. Each party acknowledges that it is not entering into this Agreement on the basis of, and has not relied on, any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by both parties hereto.

Safe Haven IT, Inc.

Customer:

By: _____

By: _____

Title:

Title:

Printed Name: Goran Donev

Printed Name:

Date:

Date: _____

Schedule A

IT Service Rates with Annual Contract

Contract hours included: 36 Hours per calendar month

Days On-site	2 days per calendar month (Total of 16 Hours per calendar month)
Remote Hours	20 hours a month.
Contract Hours of operation	8:00am – 10:00 P.M

Remote hours can be converted to on-site hours if client requests additional time on-site
Monthly hours are not transferrable to next month. Hours that are not used in each month are lost.
Hourly rate for break/fix and additional contract hours is discounted from \$100.00 to \$85/hr.
Response time is 4 hours to respond to e-mails or calls or voicemails for support.
Remote Management and Monitoring includes monitoring of computers between 6:00 am – 9:00 P.M
Windows updates are pushed to the computers on a monthly or Bi-monthly basis depending on customer's preference.

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