



Comprehensive Plus LAN Management Agreement

This Agreement is entered into on April 19, 2022 between Computer View, Inc. (CVI), an Illinois corporation and Wilmette Public Library (the "Customer") an Illinois public institution located at 1242 Wilmette Avenue, Wilmette, Illinois . This Agreement covers the twenty-four (24) month time period commencing July 1, 2022 and ending on June 30, 2024 (the "Agreement Term") and will remain in effect as outlined in Section 6.

1. Equipment Covered

All existing computer and networking equipment as described in Attachment A will be covered by this Agreement subject to any vendor and/or warranty limitations.

2. Service Provided

Attachment A defines the total inventory supported, the frequency and description of proactive system management activities to be performed by CVI, the service level agreement, the service charge summary and any equipment coverage exceptions.

Subject to all terms of this Agreement, CVI will provide to Customer the following services for the computer and networking equipment as described in Attachment A, including but not necessarily limited to:

- A. System management of the Customer's LAN environment consisting of the hardware, software and network resources listed in Appendix A.
- B. Consulting and system planning services
- C. Diagnosis and resolution of Local Area Network (LAN) or component issues
- D. Routine preventative maintenance of network equipment
- E. Telephone technical support
- F. End User application support

CVI will provide limited end-user application support when possible. CVI can only ensure successful operation in the networked environment, subject to vendor support or system compatibility, for any particular application.

- G. Repair equipment pickup and delivery
- H. An Hours Allowance for Move/Add/Change (MAC) Work Requests to be scheduled mutually between Customer and CVI

3. Optional Services

The following services are outside the scope of this Agreement but can be performed under this Agreement for an additional fee:

- A. Installation and configuration of major system or component upgrades
- B. Staff training of LAN administration, management or application software
- C. Software/Internet programming services
- D. Data recovery if backup system is not properly maintained by the Customer
- E. Equipment and/or service costs not covered by vendor/manufacture warranty
- F. Technical support for issues created by the Customer or other third parties

4. Customer Responsibilities

A. Access to Equipment and Facilities

Customer must provide CVI with access to the equipment covered under this Agreement which is convenient and timely for CVI, adequate working space and facilities within reasonable distance of the equipment, and access to and use of all information, internal resources and facilities determined necessary by CVI to service the network.

Any CVI software, equipment or consulting, programming, or management tools which may be furnished or utilized by CVI in the performance of these services shall remain the property of CVI and shall be immediately returned to CVI upon its request or upon termination of the Agreement.

B. Key Contact

Customer must appoint a key contact person with whom CVI technicians can communicate. The current key contact person is specified in Attachment A.

C. Routine Operating Procedures

Customer must follow routine operating procedures for the network, with regards to periodic backups, physical and access security, and periodic capacity monitoring.

D. Issue Resolution

Customer must follow CVI's problem reporting procedure as defined in the CVI Solutions Guide and may be required to conduct preliminary diagnostic procedures prior to a CVI technician being dispatched to the Customer's facility.

CVI will review, prioritize and perform preliminary diagnosis of problems within 4 hours of receipt in CVI's office. CVI will resolve problems per the specified Service Level in Attachment A, plus any additional time that may be required from third-party vendors, such as parts or software suppliers.

E. Onsite Visit

Once CVI determines that an onsite visit is required to resolve an issue, a technician will be dispatched within 4 hours for critical issues, after all necessary hardware, software and/or network components become available. Critical issues include operations failure of major network components such as a server, switch, router, circuit, or other critical components as specified in Attachment A.

F. Emergency Visit

An emergency visit is an on-site technician visit outside CVI's normal business hours of operation (9:00AM-5:00PM Monday-Friday, except CVI holidays). If initiated by CVI to meet the Service Level Agreement (SLA) specified in Attachment A, there is no additional charge to the Customer. If requested by Customer when it is not required by the SLA, CVI's then current Emergency Visit rates, as documented in Attachment A, will apply.

G. Software Costs and Licensing

CVI will license all necessary remote management software on behalf of Customer, and such fees will be integrated into the fees charged by CVI. In the event of early contract termination, Customer will separately pay for all such fees paid by CVI on Customer's behalf. CVI will track Customer's remote management software.

Customer is responsible for all other software license and license upgrade fees. Customer is also responsible for ensuring that all software, including future version upgrades, has been properly licensed and registered in the Customer's name. Customer is responsible for all software tracking.

H. Network Software

CVI provides support only for the current and immediately preceding versions of network software, and only to the extent such software is supported by the manufacturer. CVI is not liable for the performance and non-performance of software products or the manufacturer's technical support services.

I. Hardware Costs

Customer is responsible for all hardware costs including all equipment, cables, connectors, accessories and interfaces.

J. Indemnity

The Customer agrees to indemnify and hold CVI harmless against all claims, demands, damages, costs, expenses, attorney fees, actions and causes of action except those arising solely and directly from the services provided by CVI hereunder.

5. Service Fees

The contract fee will be as specified in Attachment A. Contract fees will be billed quarterly in advance. A summary of activities performed and issues resolved under this Agreement will be reviewed with Customer on a quarterly basis.

6. Term, Termination and Renewal

A. Term

This Agreement covers the time period as specified in Attachment A.

B. Termination

Except for non-payment of an invoice previously furnished by CVI to Customer, any party to this Agreement shall not be deemed in default, breach or in non-compliance with any term or provision of this Agreement and no action shall be taken regarding any default, breach or non-compliance unless all of the following have occurred:

- (a) Non breaching party shall send breaching party a written notice setting forth in detail any default, breach or non-compliance; specifying what act or omission of breaching party caused said default, breach or non-compliance; when said act or omission occurred; what provision or term of said Agreement is involved; and what acts breaching party must perform to cure default, breach or non-compliance.
- (b) Said notice must be sent regular and certified mail, return receipt requested, addressee only with postage prepaid to the breaching party at the address set forth herein;
- (c) Thirty (30) days must elapse from the time said notice is received by breaching party;
- (d) Breaching party has not cured said default, breach or non-compliance within said thirty (30) days.

Upon termination of this Agreement by either party, each party shall promptly return to the other all data, materials and properties of the other held by it.

C. Duration and Renewal

Unless terminated as provided above, CVI will continue Service for the duration of this Agreement and after the expiration date of this Agreement. Use of the Service after a prepaid term, or after this Agreement has expired will constitute acceptance and renewal of this Agreement for a new twelve (12) month Agreement Term with the service rates in effect at the time of renewal.

7. Non-Solicitation

Customer and CVI agree that during the term of this Agreement and for a period of twelve (12) months thereafter, neither party will hire, employ or contract with an employee of the other. In the event of a breach of the provisions of this Section 7, the breaching party agrees to pay to the non-breaching party upon demand liquidated damages in the amount of Twenty Thousand dollars (\$20,000.00) per person.

8. Customer Location

CVI is not responsible to the Customer for the cost or expense of administrative, technical, emergency and support personnel at the Customer's location necessary for activities relating to the Service.

9. Warranties

CVI warrants that, in performing the Service:

- i. The Services will not be in violation of any applicable law, rule or regulation, and CVI will have obtained all permits to comply with such laws and regulations;
- ii. The Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and non-disclosure rights, or any trademark, copyright or patent rights;
- iii. The Services will be performed in accordance with generally acceptable standards in the industry.

In the event of a breach of this warranty, or otherwise, CVI's liability (whether founded in contract, tort, or otherwise) shall be limited to re-performing services hereunder as required or, at CVI's option, to an adjustment of fees to be no more than the reasonable value of the Services actually provided hereunder.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

10. Limitation of Liability

Neither party shall be liable to the other for any loss, damage, liability, claim or expense arising out of or in relation to this Agreement, other than for fees due under Section 5 and 17 and for indemnification under Section 4, however caused, whether ground in contract, tort, strict liability or otherwise.

11. No Assignment

The Customer shall not sell, transfer or assign this Agreement without the prior written consent of CVI. Any act in derogation of the foregoing shall be null and void, and the Customer will remain obligated under this Agreement.

12. Severability

Each section, part, term, and provision of this Agreement shall be considered severable. If, for any reason, any section, part, term or provision is herein determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation of a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining portions, sections, parts, terms, or provisions of this Agreement, and the latter will continue to be given full force and effect and bind the parties hereto. The invalid section, part, term or provision shall be deemed not to be part of this Agreement.

13. Descriptive Headings

Descriptive headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

14. Construction of Agreement

CVI and Customer agree and acknowledge that all provisions of this Agreement have been negotiated by both CVI and Customer at arms length and that neither CVI nor Customer shall be deemed the drafter of this Agreement. This Agreement shall not be construed against either party by reason of the authorship of any provision in this Agreement.

15. Corporate Parties

CVI and Customer warrant and represent to each other that (a) CVI and Customer are Illinois domestic corporations or organizations in good standing in the State of Illinois, not dissolved and duly qualified to do business in the State of Illinois at the time of entering this Agreement and will remain so until at least after the Agreement Term; (b) CVI and Customer are duly authorized to execute and deliver this Agreement, perform the covenants on its part contained in this Agreement, consummate the transactions contemplated by this Agreement and execute, deliver and perform all documents and instruments to be executed and delivered pursuant to this Agreement; (c) neither CVI nor Customer are subject to any restriction, agreement, law, judgment or decree which would prohibit or be violated by the execution, delivery and performance of this Agreement.

16. Entire Agreement

This Agreement and the documents referred to herein shall be the entire, full and complete Agreement between the parties concerning the subject matter hereof, and shall supersede all prior agreements. No representations, warranties, inducements, promises, or agreements, oral or otherwise, exist which are not embodied herein. No amendments, changes or variances from this Agreement shall be binding on either party unless the same is in writing and executed by the parties hereto. Both parties acknowledge that they have read and understand this Agreement and agree to be bound by its items.

17. Jurisdiction

This Agreement shall be governed by, construed and enforced pursuant to the laws of the State of Illinois without regard to the conflicts of law provisions of the State of Illinois. The venue for all litigation pertaining to this Agreement shall be the County in Illinois where CVI's principal place of business is located at the time. . The prevailing party in any litigation shall be entitled to reimbursement for attorney's fees, costs and other expenses pertaining to said litigation and said attorney's fees, costs, and other expenses shall become a part of any judgment, verdict or decree.

18. Notices

All notices and other communications provided for by this Agreement shall be made in writing (1) either by actual delivery of the notice into the hands of the parties entitled thereto, or (2) by the mailing of the notice in the U.S. Mail to the last known address of the parties entitled thereto, registered or certified mail, return receipt requested. The notice shall be deemed to be received if delivered on the date of its actual receipt by the party entitled thereto, and if mailed on the date of its mailing. Notice shall be sent to:

Seller: Computer View, Inc.
 2777 Finley Road, Suite 13
 Downers Grove, IL 60515

Customer: Wilmette Public Library
 1242 Wilmette Avenue
 Wilmette, IL 60091

19. Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their legal representatives, conservators, guardians, heirs, administrators, executors, successors and assigns.

20. Executed Copies Deemed Originals

All executed copies of this instrument shall be deemed to be the original even though physically produced by the use of automatic, printing or copy machines.

Any signed document including the Agreement may be transmitted by facsimile machine (fax) and shall be considered an original document and an original signature for all purposes. At the request of any party, any document which has been faxed shall be re-signed by the original party in an original form. Neither party shall raise the use of a fax as a defense to this Agreement.

21. Waiver of Breach

The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

22. Further Actions

Each party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

23. Force Majeure

Neither party shall be responsible to the other for damages or delays caused by force majeure, acts of God nor other events beyond the control of the other party and which could not have been reasonably foreseen or prevented. Such acts shall include but are not limited to unusual weather, floods, epidemics, war, riots, strikes, lockouts or other industrial disturbances, protest demonstrations and the inability, with reasonable diligence, to supply personnel, equipment or material.

24. Payment

Any payment not received within ten (10) days after the date it is due shall incur a late charge equal to five percent (5%) of the payment. Any payment not received when due and all late charges shall accrue interest from the date due until the date paid at the rate of one and one-half percent (1 ½ %) per month.

25. Confidentiality

Customer and CVI agree to hold this Agreement and any services performed pursuant to this Agreement and all information and communications pertaining to this Agreement in strict confidence and shall not disclose or provide to any person or entity any such information, communications or Agreement. Disclosure of said information, communications or Agreement in violation of this Agreement is a material breach of this Agreement and shall require the breaching party to pay the

ATTACHMENT A

To Comprehensive Remote LAN Management Agreement

| | |
|--------------------------------|--|
| Customer | Wilmette Public Library |
| Agreement Term | July 1, 2022 – June 30, 2024 (24 months) |
| Customer Contact Person | Frederick Wallace |
| Contact Phone | (847) 256-6913 |
| Contact E-mail | fwallace@wilmettelibrary.info |

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|----------------------------|---|
| Inventory Supported | <u>10</u> Servers (8 virtual) <u>1</u> Firewall <u>112</u> Desktop Computers <u>53</u> Notebook Computers <u>8</u> Network Printers <u>36</u> Network Devices <u>1</u> Wireless Network with 33 access points |
| TOTAL | 221 Devices |

System Management Activities to be performed for Supported Inventory

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| Annually | Technology planning consultation |
| Quarterly | Resolved issue report and trend analysis |
| Monthly | O/S, firmware and driver updates Review system error logs Validate system backups Review system capacity One (1) full-day onsite technician visit per week |
| As Required | Diagnostics and problem resolution Telephone technical support Repair equipment pickup and delivery Move/add/change requests – up to Hours Allowance Old equipment recycling |

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| Hours Allowance for Move/Add/Change Work Requests | 40 hours per year |
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Service Level Agreement for Supported Inventory

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| Review, Prioritize and Perform Initial Diagnostic | 4 hours |
| Issue Response – Major Severity (Failure of major LAN network component severely impacting Customer’s business operations) | 4 hours |
| Issue Response – Medium Severity (Failure of important LAN network component; Customer’s business operations continue in a degraded state) | 1 business day |
| Issue Response – Minor Severity (Failure of non-critical LAN network component; Minor impact on Customer’s business operations) | 2 business days |
| Move/Add/Change Work Requests | Scheduled for mutual convenience during CVI’s normal business hours of operation (9AM-5:00PM Monday-Friday excluding CVI holidays) |

Service Charge Summary

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| Comprehensive Remote Management of Installed Inventory | \$77,200 for first 12 month term, with \$19,300 billed quarterly in advance \$81,200 for second 12 month term, with \$20,300 billed quarterly in advance |
| Hourly Rate – After Hours Allowance Exceeded for Move/Add/Change Service Requests | \$170 per hour |
| Emergency Visit Weekdays After Hours and/or Weekends CVI Holidays | \$340 per hour (double time) – 3 hours minimum \$510 per hour (triple time) – 3 hours minimum |

Coverage Exclusions

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|----------------------------------|--|
| Move/Add/Change Requests | Exceeding Hours Allowance specified above |
| Training | Applications or operations training for Customer's staff |
| Programming | Software or website programming and/or modifications |
| Data recovery | If backup system not properly maintained by Customer |
| Equipment / service costs | If equipment is outside manufacturer warranty |
| Emergency visit | For Move/Add/Change Request, or per Customer request for Issue Resolution at a higher severity level than specified by CVI |