

PROVEN IT

MNS AGREEMENT

This Proven IT MNS Agreement (“**Agreement**”) is entered into as of October 1st, 2022 (“**Effective Date**”) by and between Proven Business Systems, LLC, an Illinois limited liability company doing business as Proven IT (“**Proven IT**”), and the following “**Customer**”:

Customer Legal Name: Village of Palos Park

Customer Representative: Rick Boehm

Customer Business Address: 8999 West 123rd Street
Palos Park, IL 60464

Customer Phone: (708) 671-3770

RECITALS

WHEREAS, Proven IT has the capability and capacity to provide certain IT support services described on Exhibit A attached hereto (“**Services**”); and

WHEREAS, Customer desires to retain Proven IT to provide the Services, under the terms and conditions hereinafter set forth, and Proven IT is willing to perform such Services.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Proven IT and Customer agree as follows:

1. THE SERVICES.

1.1 **General.** Proven IT shall provide the Services to Customer in accordance with the terms and subject to the conditions set forth in this Agreement.

1.2 **Additional Product or Service Requests.** If Customer wishes to order certain products or other services (other than the Services) (“**Additional Products or Services**”), Customer must contact Proven IT and provide a written request describing the Additional Products or Services desired (“**Additional Product or Service Request**”). Additional Product or Service Requests shall be deemed accepted only if agreed to in writing by the Proven IT Customer Account Manager and the Customer Representative (both defined below). This Agreement governs each Additional Product or Service Request and any conflict or inconsistency between the terms of this Agreement and an Additional Product or Service Request will be resolved in favor of this Agreement. Additional Products or Services will be billed separately by Proven IT as negotiated between the Parties. This Agreement does not obligate Customer to engage Proven IT to perform any Additional Products or Services, nor does it obligate Proven IT to perform any Additional Products or Services, until both Parties have signed a Change Authorization (as defined below), and then only for the Additional Products or Services specified in the Change Authorization, subject to the terms and conditions contained herein. If Proven IT commences Additional Products or Services for Customer in the absence of a Change Authorization, the terms and conditions of this Agreement will nevertheless apply, unless otherwise in writing signed by both Parties. Proven IT will perform the Additional Products or Services in accordance with any schedule set forth in an agreed upon Change Authorization. In the event there is no schedule set forth in a Change Authorization, Proven IT will perform the Additional Products or Services promptly using commercially reasonable diligence and efforts.

2. **OBLIGATIONS OF THE PARTIES.**

2.1 **Proven IT Obligations.** Proven IT shall: (a) appoint a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the “**Customer Account Manager**”) and a sufficient number of employees or agents to perform the Services, (collectively, with Customer Account Manager, the “**Provider Representatives**”), (b) assign only qualified, legally authorized Provider Representatives to provide the Services, and (c) comply with, and ensure that all of its Provider Representatives comply with, all applicable laws and regulations in providing the Services.

2.2 **Customer Obligations.** Customer shall: (a) designate one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Customer Representative**”), with such designation to remain in force unless and until a successor Customer Representative is appointed and communicated to Proven IT in writing; (b) be responsible for having all aspects of its Technology System, including servers, networks, end-user devices and applications, under warranty and within a support contract through the hardware or software vendor; and (c) be responsible for the replacement or upgrade of any aspect of its Technology System that is consistently failing and/or causing an above-average volume of support tickets. The Customer Representative shall (i) respond to any reasonable requests from Proven IT for instructions, information or approvals required by Proven IT to provide the Services, (ii) approve billable time charges submitted by Proven IT, (iii) coordinate and schedule on-site appointment requests from Proven IT, (iv) change toner cartridges and other miscellaneous services requested by Proven IT, to help improve Customer’s efficiency concerning its Technology System, (v) provide access to its premises and hardware or other equipment to enable Proven IT with the opportunity to provide the Services, and (vi) generally facilitate communication between Proven IT and Customer.

3. **CHANGES TO SERVICES / ADDITIONAL PRODUCT OR SERVICE REQUEST.** Customer may request changes to Services and/or any Additional Product or Service Request at any time. Proven IT will prepare and submit a “Change Authorization” and in good faith will specify the components and amounts by which its fee, the time schedule, as well as any other material terms of this Agreement or Additional Product or Service Request would change. The written Change Authorization will become effective only when signed by the Customer Account Manager and the Customer Representative. No Change Authorization shall amend or waive any of the terms and conditions of this Agreement. If Proven IT performs Additional Services and/or provides Additional Product without a written Change Authorization in place and the Parties are unable to reach an agreement on the terms of a Change Authorization, Customer shall pay a commercially reasonable amount for the Services performed and the liabilities incurred by Proven IT.

4. **REPORTS: PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES.**

4.1 **Reports.** To the extent practicable and at the request of the Customer, Proven IT shall give periodic reports to Customer for all Services and Additional Products or Services performed, including (a) the time spent to date and during the previous month by each of its Provider Representatives, (b) its progress toward completion of any outstanding Services and/or Additional Products or Services, and (c) its current work plan for completion of any outstanding Services and/or Additional Products or Services.

4.2 **Fees.** For the Services to be performed hereunder, Customer shall pay Proven IT the fees set forth on Exhibit A. At the end of the first year of this Agreement and once each successive twelve (12) month period, Proven IT may increase the base contract fees by a maximum of 15%. For Hardware sales that are not leased, 100% of hardware and 50% of labor is due prior to ordering of product. Remaining 50% of labor is due upon project completion.

4.3 **Reimbursable Expenses.** Customer acknowledges that Proven IT (a) may enter into contracts with third-party providers in conjunction with providing the Services and/or Additional Products and Services hereunder as a means to augment the level of Services and/or Additional Products and Services that can be provided by its own staff, and (b) may not have entered into such contracts had Customer not engaged Proven IT to provide the Services and/or Additional Products and Services hereunder. Such third-party contracts may require (a) payment of a set fee amount, (b) ongoing subscription fees payable at regular intervals, (c) variable, usage-based fees, or (d) payment pursuant to another fee arrangement. Regardless, Customer agrees that all fees and expenses incurred in connection

with said third-party service providers shall be the sole obligation of Customer and that Proven IT shall have no liability related thereto. Customer shall remain liable for said fees and expenses to third-party service providers regardless of whether such fees and expenses are incurred during the term of this Agreement or such fees and expenses arise after this Agreement has been terminated. In the event Proven IT has paid third-party expenses on behalf of Customer in conjunction with this Agreement, Customer shall be obligated to Proven IT for same. Customer acknowledges this obligation and agrees to be bound by it. Customer shall reimburse Proven IT for all expenses incurred in accordance with any (a) Services, and/or (b) Additional Product or Service Request within thirty (30) days of receipt by Customer of an invoice from Proven IT.

4.4 **Invoices.** Proven IT will mail monthly invoices to Customer, describing fees and expenses for the month in accordance with the terms hereof. Each invoice will describe, with respect to the relevant payment period: (a) the Services and/or Additional Products or Services performed, itemized by task, and (b) any reimbursable expenses. All fees and expenses due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers from the Customer's designated payment account directly to Proven IT. The Customer agrees to set up recurring ACH payments for amounts due under this Agreement with Proven IT through an electronic processing portal utilized by Proven IT. Such ACH transfers shall continue throughout the term of this Agreement. Customer shall (i) not revoke Proven IT's authority to initiate ACH transfers as provided in this Agreement; (ii) not change, modify, close or otherwise affect the payment account; (iii) be responsible for all costs, expenses or other fees and charges incurred by Proven IT as a result of any failed or returned ACH transfers, whether resulting from insufficient sums being available in the payment account, or otherwise. In lieu of ACH transfers, the Customer can choose to pay invoices via automatic payments with a credit card. If Customer chooses the credit card payment option, the Customer agrees to set up recurring credit card payments for amounts due under this Agreement with Proven IT through an electronic processing portal utilized by Proven IT. Such credit card payments shall continue throughout the term of this Agreement and will incur a 3.5% processing fee for each payment processed. Customer shall (i) not revoke Proven IT's authority to initiate credit card payments as provided in this Agreement; (ii) not change, modify, close or otherwise affect the credit card account; (iii) be responsible for all costs, expenses or other fees and charges incurred by Proven IT as a result of any failed or declined credit card payments.

4.5 **Leases.** In the event Customer enters into a lease or financing agreement for any portion of the Services, Customer agrees to pay an additional amount equal to the period payments due under the lease or financing agreement prorated for the period between the Effective Date of this Agreement and the lease or financing agreement commencement date.

5. **CONFIDENTIALITY, NO SOLICITATION OF PERSONNEL.**

5.1 **Scope of Obligation.** In connection with the Services performed under this Agreement, the Parties may have access to the other Party's Confidential Information. "**Confidential Information**" means non-public information that the disclosing Party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as confidential and information received from others that the disclosing Party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing Party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing Party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The Parties agree to maintain the confidentiality of any portion of the other Party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each Party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care. A Party's Confidential Information may only be used by the other Party in order to fulfill its obligations under this Agreement.

5.2 **Exceptions.** Confidential Information shall not include any information that: (a) is already known to the receiving Party or its affiliates, to be free of any obligation to keep it confidential, (b) is or becomes publicly known through no wrongful act of the receiving Party or its affiliates, (c) is received by the receiving Party from a third Party without any restriction on confidentiality, (d) is independently developed by the receiving Party or its affiliates, (e) is disclosed to third parties by the disclosing Party without any obligation of confidentiality, or (f) is approved for release by prior written authorization of the disclosing Party.

5.3 **Irreparable Harm.** Both Parties acknowledge that any use or disclosure of the other Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and both Parties agree that the non-disclosing Party may request injunctive or other equitable relief seeking to restrain such use or disclosure.

5.4 **Personnel.** Customer acknowledges that Proven IT makes a significant investment in its personnel and agrees that Customer will not, directly or indirectly, solicit for employment any current or former employee of Proven IT nor take any action that would encourage an employee to quit in order to be hired by Customer; provided that if an employee of Proven IT has left his or her employment and twelve (12) months have lapsed, Customer will not be precluded from hiring this person, and Customer is not prohibited from general solicitation directed to the public and not specifically intended for one of Proven IT's former employees. In the event Customer requests and Proven IT agrees, in writing, to waive the twelve (12) month post-employment hiring restriction period, Customer shall pay Proven IT an amount equal to twenty-five percent (25%) of the employee's salary at the time of termination of employment with Proven IT.

6. **TERM AND TERMINATION.**

6.1 **Term.** This Agreement begins on the Effective Date and will, unless sooner terminated under Section 6.2, end on the Thirty-Six (36) month anniversary of the date of this Agreement ("Term"). The Term will automatically renew for one year periods at the end of the initial Term unless either Party gives the other Party written notice of termination at least sixty (60) days before the end of the then current Term. Upon automatic renewal, Proven IT may adjust fees pursuant to this Agreement to then current rates, notwithstanding the increase maximum pursuant to Paragraph 4.2. Proven IT may terminate this Agreement, or any applicable Additional Product or Service Request, effective upon thirty (30) days written notice to the Customer.

6.2 **Termination for Cause by Either Party.** Either Party may terminate this Agreement, or any applicable Additional Product or Service Request, effective upon written notice to the other Party (the "Defaulting Party") and without liability except for required payment for Services rendered, and reimbursement for all expenses incurred or to be incurred by Proven IT to third-parties related to this Agreement, if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within sixty (60) days after receipt of written notice of such breach, (b) becomes insolvent or admits its inability to pay its debts generally as they become due, (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty five (45) days after filing, (d) is dissolved or liquidated or takes any corporate action for such purpose, (e) makes a general assignment for the benefit of creditors, or (f) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 **Obligations upon Expiration or Termination.** Upon expiration or termination of this Agreement or of a pending Additional Product or Service Request for any reason, Proven IT shall, upon the written request of Customer, promptly: (a) deliver to Customer all documents, work product and other materials, whether or not complete, prepared by or on behalf of Proven IT in the course of performing the Services for which Customer has paid, (b) return to Customer all Customer-owned property, equipment or materials in its possession or control, at Customer's expense, (c) remove any Proven IT's owned property, equipment or materials located at Customer's locations, (d) deliver to Customer, all documents and tangible materials containing, reflecting, incorporating or based on Customer's Confidential Information, (e) provide reasonable cooperation and assistance to Customer in transitioning the Services to an alternate service provider, (f) on a pro rata basis, repay all fees and expenses paid in advance for any Services which have not been provided, and (g) permanently erase all of Customer's Confidential Information from its computer systems. Upon expiration or termination of this Agreement or of pending Additional

Product or Service Request for any reason, Customer shall, promptly: (a) provide access to its locations for Proven IT to remove any Proven IT's owned property, equipment or materials in its possession or control; the removal shall be done either at the request of the Customer or Proven IT and the Parties shall cooperate on a timely removal of said property, equipment, or materials, (b) fully transition all Services within thirty (30) days to an alternate service provider or to the Customer directly; any Services which are not transferred after thirty (30) days shall be charged three (3) times the regular monthly fee, (c) upon invoice by Proven IT, Customer shall pay any and all fees and expenses pursuant to this section and section 4.3.

7. **INDEPENDENT CONTRACTOR.** It is understood and acknowledged that the Services and Additional Products or Services which Proven IT will provide to Customer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Customer. Proven IT shall control the conditions, time, details and means by which Proven IT and the Provider Representatives perform the Services. Proven IT has no authority to commit, act for or on behalf of Customer or to bind Customer to any obligation or liability. Proven IT and the Provider Representatives shall not be eligible for and shall not receive any employee benefits from Customer and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums and all similar taxes and fees relating to the fees earned by Proven IT hereunder.

8. **PROVIDER REPRESENTATIVES.** Proven IT shall use Provider Representatives who have the required skill, experience, qualifications and ability to perform the Services in accordance with the terms and conditions of this Agreement. All Provider Representatives furnished by Proven IT to provide Services are employees, agents or subcontractors of Proven IT and are not employees, agents or subcontractors of Customer. If Proven IT delegates any of its obligations to one or more subcontractors or affiliates of Proven IT, then Proven IT shall cause and ensure that any such subcontractor or affiliate will be bound to the terms of this Agreement. Notwithstanding the existence or terms of any subcontract, Proven IT shall remain responsible for the full performance of the Services. The terms and conditions of this Agreement are binding upon Proven IT's employees, agents, subcontractors and affiliates.

9. **REPRESENTATIONS AND WARRANTIES.** Proven IT represents and warrants that: (a) it has all right, power and authority to enter into this Agreement and perform its obligations hereunder, (b) it will perform the Services in a timely, competent, workmanlike and professional manner in accordance with industry standards in Proven IT's field, (c) the Services and work product will substantially conform to the specification or other requirements of Customer, (d) to its knowledge, the Services and work product will not violate or infringe any third party's proprietary rights, (e) to its knowledge, it and the Provider Representatives are, and will be, in compliance with all laws, rules, regulations and orders of any governmental authority having jurisdiction, (f) to its knowledge, Proven IT has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

10. **INDEMNIFICATION.** Each Party shall indemnify, defend and hold harmless the other Party and its affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful misconduct of the indemnifying Party, its personnel, or agents during the course of the Services under this Agreement and any third party claim resulting from or alleged to have resulted from any act or omission of a Party, its employees or agents under or related to the performance of this Agreement.

11. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, OTHER THAN DAMAGES PROXIMATELY CAUSED BY REASON OF WILLFUL MISCONDUCT ON THE PART OF PROVEN IT, PROVEN IT, ITS REPRESENTATIVES, SUCCESSORS AND ASSIGNS DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY CAUSED BY THE SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS, OR OTHERWISE FOR THE PROVISION OF SERVICES AND SUPPORT, EVEN IF NEGLIGENT. CUSTOMER ACKNOWLEDGES THIS ALLOCATION OF RISK BY EXECUTION OF THIS AGREEMENT AND/OR BY THE PAYMENT OF FEES TO PROVEN IT. IN NO EVENT WILL PROVEN IT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY

CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVEN IT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVEN IT'S LIABILITY UNDER THIS AGREEMENT OR ADDITIONAL PRODUCT OR SERVICE REQUEST EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO PROVEN IT DURING THE 90-DAY PERIOD IMMEDIATELY PRECEDING THE ALLEGED CLAIM AND/OR TERMINATION OF THIS AGREEMENT.

PROVEN IT SHALL NOT BE LIABLE FOR ANY DELAY IN THE SERVICE OR PERFORMANCE DIRECTLY OR INDIRECTLY CAUSED BY OR RESULTING FROM ACTS OF GOD, FIRE, FLOOD, ACCIDENT, RIOT, WAR, GOVERNMENT INTERVENTION, EMBARGOES, STRIKES, LABOR DIFFICULTIES, VIRUSES, POWER FAILURE, EQUIPMENT FAILURE, INTERRUPTION OF BROADBAND OR HIGH-SPEED INTERNET ACCESS, LATE DELIVERY BY SUPPLIERS, OR OTHER CAUSES BEYOND THE REASONABLE CONTROL OF PROVEN IT.

12. **GENERAL.**

12.1 **Assignment.** No Party may assign, transfer, delegate or subcontract any of its rights or obligations under this Agreement without the prior written consent of the other Party. Any purported assignment or delegation in violation of this section shall be null and void.

12.2 **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

12.3 **Right to Identify Customer.** It is specifically agreed that Proven IT may identify the Customer as a customer of Proven IT and include the Customer's name and any applicable logo in Proven IT's marketing materials that identify Proven IT's customers. Customer may request in writing at any time that Proven IT not use the Customer's identity in marketing material.

12.4 **Choice of Law.** This Agreement and all matters arising out of or relating to this Agreement, is governed by, and is to be construed in accordance with, the laws of the State of Illinois, without regard to the conflict of law provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois.

12.5 **Choice of Forum.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement in any forum other than the United States District Court of the Northern District of Illinois or, if such court does not have jurisdiction, the courts of the State of Illinois sitting in Will County, Illinois, and any appellate court from any jurisdiction thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation or proceeding only in the United States District Court of the Northern District of Illinois or, if such court does not have jurisdiction, the courts of the State of Illinois sitting in Will County, Illinois. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

12.6 **Waiver of Jury Trial.** Each Party acknowledges that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues and, therefore, each such Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

12.7 **Notices.** Notices, requests, consents, claims, demands, waivers and other communications under this Agreement must be in writing and are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), or personal delivery to the other Party at the address below (or to such other address that the receiving Party may designate from time to time in writing to the other Party).

If to Proven IT:

Proven IT
18450 Crossing Drive
Tinley Park, Illinois 60487
Attn: _____

If to Customer:

At the Customer Address listed on page 1.
Attn: _____

12.8 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

12.9 **Attorney's Fees.** To the extent a Party is required to seek enforcement of this Agreement or otherwise defend against an unsuccessful claim of breach, the unsuccessful Party shall be liable for all attorney's fees and costs incurred by the successful Party to enforce the provisions of this Agreement.

12.10 **Rights Cumulative.** All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

12.11 **Waivers.** Any waivers granted hereunder are effective only if explicitly set forth in a writing signed by the Party granting such waiver. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

12.12 **Entire Agreement.** This Agreement, including any future Additional Product or Service Request, constitutes the sole and entire agreement of the Parties pertaining to the Services and supersedes the Parties' prior agreements, understandings and discussions relating to the Services or Additional Products or Services. No amendment to, or modification of, or rescission, termination or discharge of, this Agreement is effective unless it is in writing, identified as an amendment to or rescission, termination or discharge of this Agreement and signed by an authorized representative of each Party.

12.13 **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. Notwithstanding anything to the contrary contained herein, a signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties below as of the Effective Date.

PROVEN IT:

Proven Business Systems, LLC, an
Illinois Limited Liability Company

By: Jacqueline Opyd
Name: Jacqueline Opyd
Its: Contract Auditor

CUSTOMER:

By: John F. Mahoney 9/12/22
Name: JOHN F. MAHONEY
Its: MAYOR

**EXHIBIT A
PROVEN IT
MNS SERVICES**

I. FEES:

Total Device Count: 32

Per Device Monthly Fee: \$ 130.00

Total Monthly Fee*: \$ 4,160.00

* **Quarterly Audit.** Monthly Fees are based on a new Device count for the Technology System (defined below). Invoices will be processed each calendar quarter to account for new Devices added / Devices deleted to the Technology System, in addition to the Monthly Fee payable. All Agreements are subject to a \$2,500.00 minimum, exclusive of any additional products or services.

II. MNS SERVICES

○ **Onboarding**

- ❖ Gather All Usernames and Passwords for Vendors/Domain/Networking Equipment
- ❖ Install and Configure Remote Monitoring & Management Agent on all Servers/Desktops
- ❖ Install and Configure Network Monitoring Tools (Available for SNMP manageable devices only)
- ❖ Onboarding Documentation & Review
- ❖ Setup and Configure Live Reporting Portal and Customer Service Portal
- ❖ Take Pictures of all Networking Equipment/ Server Room(s)
- ❖ Provide Documentation Playbook
- ❖ Dedicated Team: Project Manager, Onboarding Specialist
- ❖ Scheduled 30 Day Program Review
- ❖ Scheduled Executive Partnership Reviews

○ **Maintenance**

- Server room check and audit
- ❖ Anti-virus / Network / Hardware health checks

- **Workstations, Laptops, Hosts and Servers Support**
 - ❖ 24x7 hardware monitoring
 - ❖ Proactive monitoring of all internal components
 - CPU usage
 - Memory Utilization
 - Hard drive health status and utilization
 - ❖ Failed services, alerts and Event log history
 - ❖ Windows Updates and Patch Management (Service packs, Patches, & Hotfixes)
 - ❖ System Optimizations (Temp Files, Hard Drive Defrag, Whitelist & Blacklist Applications and Services)

- **Help Desk Support**
 - ❖ Phone/Email Support **Monday-Friday 7am-6pm CST & Saturday-Sunday 9am-4pm CST**
 - ❖ Onsite Support: Proven IT will attempt to remotely troubleshoot and resolve and if unsuccessful will dispatch an engineer during normal business hours at Proven IT's sole discretion. After hours onsite support available and will be billed at \$225 per hour.
 - ❖ Vendor Management (Client must have current support contract with vendor)
 - Telecom
 - ISP
 - Printer/Copier
 - Faxes/Scanners
 - Software (CRM, ERP, Accounting)

- **Network Support**
 - ❖ Monitor Switches, Firewalls, Access Points (available for SNMP manageable devices only)
 - ❖ Proactive network alerts
 - Events, Warnings and SNMP Traps
 - ❖ Monitor and manage wireless networks
 - ❖ SNMP Logging and Alerting
 - ❖ Nightly Configuration Backups of Switches, Firewalls, Access Points (available for SNMP manageable devices only).

- **Security**
 - ❖ Centralized anti-virus management/ definition updates (CrowdStrike)
 - ❖ Advanced Antivirus with 24x7 Security Operations Center (CrowdStrike)

- ❖ Confirm that antivirus definition auto updates have occurred
 - ❖ Advanced Threat Detection Monitoring
 - ❖ Dark Web Monitoring
 - Monitor the dark web for compromised credentials and sensitive data.
- **Business Continuity**
- ❖ Disaster recovery of server(s) (Must Have Datto or AWS/Azure Snapshots)
 - ❖ Daily incremental backup (Must Have Datto or AWS/Azure Snapshots)

Proven IT prides itself on being able to offer the absolute highest standards of service available in the industry. The following is a list of services is included in the monthly flat-rate fee:

1. **Needs Assessment and Inventory Services**

- Proven IT will electronically document an inventory of all computers, computer-related equipment, all business-critical software, devices connected to the Technology System owned by Customer, whether it is currently being used or not. The inventory will be based upon the devices and software reporting to Proven IT's remote management software.
- Proven IT will assess what Technology System the Customer has, intends to procure, and what they are trying to accomplish. From this assessment, Proven IT will make recommendations to Customer to improve, enhance, and/or better utilize the Technology System in order to benefit Customer overall.

2. **Design and Planning Services**

- If Customer does not have a Technology System or is planning a major upgrade to the existing Technology System, Proven IT will assist in the plan and design the Technology System or changes for the Customer. This Technology System may include but is not limited to hardware, software, LAN configuration, ISP/WAN implementation, VPN setup and Technology System room layout.
- If Customer already has an existing Technology System, Proven IT will determine the best use of the Technology System and make recommendations. Recommendations will pertain to creating the best layout of the Technology System according to the industries best practices and to incorporate the most efficient use of resources.

3. **Remote Help Desk Support Services**

- Proven IT provides full time engineers on staff who have documentation of the Customer's site(s) and know Customer's Technology System. These engineers are available by telephone and email during normal business hours to answer questions from customer during normal business hours of Monday-Friday 7am-6pm CST & Saturday-Sunday 9am-4pm. On-site visits that are not in standard business hours will be billed at \$225/hour. Additional charges may apply if onsite travel is required outside the region of our local office in Tinley Park Illinois.
- Customer receives a phone number, email address, and an agent installed on machine to create tickets and track incidents. Proven IT will respond according to the response times outlined in Section III.

- In addition to traditional support, Proven IT will set up the ability to remotely connect to the Customer employees' approved work device (not including mobile devices) and remotely assist the employee to use the Technology System with their current task and reported issue.

4. **Monitoring and Management Services**

- A Proven IT engineer will perform remote management of the Technology System of the Customer by monitoring the Technology System for problems such as virus infection, low system resources, and system failures.
- If the Technology System fails, is breached or is infected Proven IT will provide support, including Third Party Support Providers, to try to repair, clean, or shutdown the problem.
- Proven IT monitors the usage of the Technology System's capabilities. If the capabilities are getting close to being used at full capacity, Proven IT will make recommendations to Customer.

III. **RESPONSE TIMES**

Proven IT will guarantee that at least 90% of the time it will be able to respond to tickets from the Customer Service Portal in the following manner:

- Low Priority Ticket: Respond within 4 business hours; Attempt to resolve within 3 business days.
- Medium Priority Ticket: Respond within 2 hours; Attempt to resolve within 24 business hours.
- High Priority Ticket: Respond within 30 minutes; Attempt to resolve the problem within 8 hours.

Note: The above resolution times assume that replacement equipment is either on hand at customer's site or can be ordered and received such that labor can be performed to meet the MNS Agreement.

IV. **SERVICES OUTSIDE OF SCOPE**

Installation and Upgrade Services

- If there is an installation or major upgrade to the Technology System and the design and layout has been planned, proposed and approved by Customer, Proven IT will perform the installations and upgrades for the scope of work in the defined proposal. In most cases, Proven IT will try to schedule this work during normal business hours however, after-business-hours and weekends are also available at EXTRA CHARGE. This is not part of the MNS Agreement service and is not included in the monthly flat rate fee.
- In some cases, it may be better judgment by Customer to have a Third Party Support Provider install or upgrade a piece of the Technology System. However, Proven IT will be available to oversee the Third Party Support Provider's install or upgrade. Proven IT can help the Third Party Support Provider from making mistakes and damaging the Technology System and thus encourages this practice heavily.

Cameras and security equipment are excluded from the scope of this Agreement.

APPLICABLE DEFINITIONS

"**Technology System**" as used in this Agreement refers to the hardware and software, excluding cameras and security equipment, owned by Customer which is used to operate the business.

"**Device**" is defined as a computer, server, or virtual machine with a windows, mac, or linux operating system.

"**Customer Service Portal**" is defined as an electronic address for technical support, used to track incidents and send requests for support to the Proven IT help desk.

"**Disaster Recovery**" is defined as Datto or AWS Disaster Recovery Monthly Cloud

"**Remote Support Engineer**" is defined as a full time Proven IT engineer on staff who has documentation of the Customer's site(s) and knows their Technology System.

"**VPN**" is defined as Virtual Private Network – This allows a User to connect to the main Technology System via a remote PC and temporarily join this Technology System as a member thus giving this remote PC access to services in the Technology System.

"**Third Party Support Providers**" is defined as companies or entities that customer is currently in agreement with to provide other various support such as ERP, CRM, Telephony Systems, and/or ISP/Telephony Connection support.

"**CRM**" is defined as Customer Relationship Management. A CRM solution is a technology tool which helps organizations manage their customers and provide better service and response time.

"**ERP**" is defined as Enterprise Resource Planning. An ERP solution is a technology tool which can maintain inventory, track assets, manage human resource functions etc. It is basically a high-end accounting system with modular functionality that can be added depending on the type of business it is serving.

"**Vendor Management**" is the process of contact by Proven IT engineers on behalf of the customer to Third Party Support Providers with valid active agreements that are attached to the Technology System.

"**Low Priority**" is defined as an issue that affects a computer and has minimal impact to an entire organization and only affecting 1-2 users.

"**Medium Priority**" is defined as issues that affect multiple users in an organization and or server/firewall issues.

"**High Priority**" is defined as issues that affect an entire organization and or site-wide failure/downtime.