



Standard Services Agreement Terms and Conditions

This Agreement is entered into on Tuesday, January 24, 2012 by and between Village of Palos Park 8999 W 123rd Street, Palos Park, IL 60464 (Client) and 3-Points, LLC 450 West 55th Street, Suite 200, Countryside, Illinois 60525 (3P).

1. Services

3P agrees to extend services to Client as stated in "Exhibit A". These services will be performed under the supervision and direction of Client.

2. Compensation

- a. **Rates.** Client shall pay 3P for services as described in "Exhibit A". Rates as described in "Exhibit A" are for services provided during normal business hours. "Normal Business Hours" are Monday through Friday from 7:00 AM to 5:30 PM, Central Standard Time. After-Hours service is available on Saturday and Sunday, and on weekdays from 5:30 PM to 7:00 AM and will be charged at the Client's "After-Hours" rate, as described in "Exhibit A". Service on the following 3P holidays is available and will be charged at the Client's "After-Hours" rate: New Years Eve, New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, and Christmas Day.
- b. **Billing and Payment.** Client will pay 3P monthly in advance for Maintenance Services as described in "Exhibit A". 3P will invoice client monthly in arrears for all additional "Help Desk" Services, "Regular Onsite" Services, "Emergency Onsite" Services, and "After-Hours" Services, the details of which are described in "Exhibit A". All payments for Maintenance Services will be due within 15 days of the invoice date. 3P will collect 100% of the 3P equipment fees related to a fixed price proposal at signing. 50% of the 3P services and project management fees will be due one week prior to the installation date and the remaining 50% of the 3P services and project management will be due upon completion of the project. Client agrees to pay 3P 1.5% interest on all balances over 30 days from the invoice date, and to reimburse 3P for any expenses (including normal attorney costs, whether or not these fees are charged on a percentage of collected revenue basis, or on an hourly basis) incurred by 3P in collection of monies related to this Agreement, including but not limited to, service fees, managed and hosted services or products fees, equipment sales, project fees and/or expense reimbursements. In the event any payment provided by Client is rejected for any reason, Client agrees to immediately provide 3P with payment in the form of a certified cashier's check, for the total amount due, including any amounts 3P is charged by any financial institutions related to the rejected payment. Client shall pay 3P a fifty dollar processing fee for each check delivered to 3P by Client, which is returned to 3P, by Client's bank, for any reason. In the event that Client becomes thirty-one days past due on any outstanding invoices, 3P will discontinue all services, and hold all documentation related to Client's systems, until all payments are brought current (Discontinuation of Service Event). During any Discontinuation of Service Event, Client will retain the obligation to pay 3P for all services that are contracted for, even though these services will not be provided to Client until full payment on their account is made. In the event that Client experiences more than one Discontinuation of Services Event, 3P will have the right, at its sole discretion, to require Client to prepay for all future contracted products and services. All sales are final, and no refunds will be provided.
- c. **Restocking and Project Cancellation Fees.** Client agrees to pay 3P a restocking fee of twenty percent of the total sales price of any products that Client agrees to purchase from 3P, and later cancels. Client further agrees to pay 3P a cancellation fee of 20% of the total quoted value of all services and products related to any project that Client agrees to purchase from 3P or its vendors, partners and affiliates, and later decides to cancel.

3. Guarantee

If for any reason Client is dissatisfied with a particular individual consultant provided by 3P, 3P shall remove such person immediately and replace them as soon as reasonably practicable. This guarantee is in lieu of all other guarantees or warranties express or implied.

4. No Warranty/Limitations on Liability

3P makes no express or implied warranty, including, but not limited to, any warranty of quality, performance, merchantability or fitness for any purpose, with respect to any services performed or any goods including, but not limited to software, developed hereunder.

3P shall not be liable to Client or any other party for any damages, expenses, fees or losses ("Losses") arising as a result of this Agreement or the services provided hereunder, whether for work performed, goods or services developed, or otherwise, which are in the aggregate in excess of the applicable amount of fees actually paid to 3P by Client with respect to the assignment resulting in such Losses. In no event shall 3P be liable to Client or any party for any incidental, indirect or consequential Losses, (including, but not limited to, lost profits) arising from or related to any services performed or goods developed pursuant to the Agreement. All claims must be delivered in writing to 3P within 60 days after the termination of the applicable Consultant's assignment with Client.

5. Equipment and Software Transportation and Handling

From time to time, 3P will be required to transport, work on, and/or store Clients equipment and software at a location that is not owned or controlled by Client. Client hereby gives 3P full authorization to transport, work on, or store Clients equipment and software, as needed by 3P, during the term of this agreement. Client further agrees to maintain the risk of loss on this equipment and software.

6. Non-solicitation and non-hiring of 3-Points, LLC personnel

Client recognizes and acknowledges that 3P has made substantial investments in their personnel, and agrees to refrain from soliciting or hiring any current employee, contractor or former employee or contractor of 3P that Client was introduced to in connection with this agreement. Except as provided by this Agreement, Client and its affiliates will not hire or offer employment to, or otherwise directly or indirectly use the services of any current or former employee or contractor of 3P on a full-time, part-time or temporary basis during the term of this agreement; and for a period of three years after the termination of this agreement. Client agrees to pay 3P the sum of seventy thousand dollar (\$70,000) for each of 3Ps employees or contractors that Client hires, or uses the services of, in violation of this provision.

7. Term and Termination

The term of this agreement is one-year, and the agreement automatically renews if not cancelled in writing ninety days prior to the contract end date. The terms in Attachment A will be subject to change on an annual basis with thirty days prior notice. If the Agreement is terminated early, an early termination penalty will be assessed. The early termination fee shall equal 50% of the total value of the remaining months of the "Minimum Monthly Charges" noted in Attachment A. This amount will be immediately due and payable.

8. General Terms

- (a) Each party acknowledges that it has read this Agreement, including the Exhibits attached hereto, understands it, and agrees to be bound by its terms, and further agrees that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by both parties.
- (b) This Agreement is governed by and shall be construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws provisions, and both parties consent to the jurisdiction and venue of the state and federal courts in the State of Illinois.
- (c) No action, regardless of form, arising out of or related to this Agreement may be brought by either party more than one year after the cause of action has arisen.
- (d) If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be modified to the minimum extent necessary to achieve the purpose originally intended, if possible, and the remaining provisions of this Agreement shall remain in full force and effect and enforceable.
- (e) The failure of either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of either party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement by either party shall be held to constitute a waiver of any other or subsequent breach, nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any such right.
- (f) Neither party shall be liable for any delays nor failure in performance due to causes beyond its reasonable control.
- (g) This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or computer image shall be sufficient to bind the parties to the terms and conditions of this Agreement.

Exhibit A – Maintenance Program

Client has requested Services from 3-Points, LLC (3P), and 3P has agreed to extend these services to Client pursuant to this Agreement. These services include "Maintenance Services", which shall be provided as described in this Exhibit. The details of the "Maintenance Services" are as follows:

Maintenance Program Services Details - Based on 3 Server(s) and 36 PC's/Laptop's

Monitoring Services	Included – 24x7x365 network monitoring with semi-monthly reporting
Regular Onsite Services	Included – 1 visit per month, during "Normal Business Hours"
Help Desk Services	Included – 6 hours per month of Help Desk Services during "Normal Business Hours"
Annual Network Audit	Included
After-Hours Access	Included
Pure SPAM Services	Included – 62 users per month (each additional user is \$2.40 per month)
Pure Online Backup	Included – 300GB included per month (each additional GB is \$1.00 per month)
Pure Web Filtering	Included
Additional Help Desk Services	\$100 per hour
Emergency Onsite Services	\$100 per hour
After-Hours Services	\$150 per hour
Project Services	\$100 per hour – plus one time fees
Minimum Monthly Charge	\$2,530.00

Client shall receive technology services, as described in this Exhibit A.

Monitoring Services – Client shall receive network monitoring services on a 24x7x365 basis and a report detailing the health of the network will be sent to Client on a semi-monthly basis. Client shall also be provided with a monthly follow-up call to discuss the results of each monitoring report. In the event that any issues are uncovered during the monitoring process, which require timely attention, 3-Points will automatically forward these issues to the 3-Points Help Desk for processing, unless client requires prior approval. **NOTE: AUTOMATED PROCESSING OF MONITORING RELATED ISSUES MAY CREATE HOURLY CHARGES AS DESCRIBED HEREIN. IF CLIENT CHOOSES TO REQUIRE NOTIFICATION PRIOR TO PROCESSING OF MONITORING RELATED EVENTS THAT IN 3POINTS JUDGEMENT REQUIRE ATTENTION, THIS REQUEST MUST BE MADE TO 3POINTS IN WRITING, AND CLIENT ACKNOWLEDGES THAT CERTAIN UNDESIRABLE OUTCOMES MAY OCCUR AS A RESULT OF ANY DELAYS IN OBTAINING APPROVAL.**

Regular Onsite Services – Client shall be provided with a certain number of Regularly Scheduled Onsite visits as described above. Each visit will be a maximum of eight (8) hours, but may be less if all pending services required by Client are completed during the respective visit. During each visit, 3P technicians will provide preventative maintenance services per 3P's company standards, and provide the Client with additional services, as requested by Client in advance, or as requested by the Client while the 3P technician is onsite. Unless otherwise requested, the 3P technician will complete all of the Client Requested Services prior to completing any preventative maintenance requests during each visit. In the event that the time required to complete the regularly scheduled preventative maintenance services exceeds the amount of time that the 3P technician is allotted for an individual visit, the preventative maintenance services that need to be completed will be rescheduled for the following onsite visit. In the event that the time required to complete the Client's requests exceeds the amount of time that the 3P technician is allotted for each visit, Client shall be offered the option of waiting for their next "Regularly Scheduled Onsite" visit to have the service request(s) completed. If a specific request is deemed to be an "Emergency" by the Client, the Client shall have the option to request an "Emergency Onsite Visit". Client shall incur additional charges for each "Emergency Onsite Visit". These services will be charged to Client on an hourly basis, and they will be billed monthly in arrears, using the "Emergency Rate" described above.

Help Desk Services – In the event that Client exceeds their Help Desk Services Allotted Hours (Allotted Hours) in any given month, the Client shall incur additional charges for these services. These services will be charged to Client on an hourly basis, and they will be billed monthly in arrears, using the applicable rate described above. Allotted Hours that are not used by Client in any month during this Agreement, shall roll-over for use in future months of this Agreement. In the event that Client has any unused Allotted Hours remaining at the end of the term of this Agreement, or at the time of the renewal of this Agreement, all unused Allotted Hours will be forfeit, and 3P shall have no further obligation to provide services related to the Allotted Hours granted and rolled-over during the term of the Agreement.

Emergency Onsite Services – In the event that Client requires Emergency Onsite Services, the Client shall incur additional charges for these services. These services will be charged to Client on an hourly basis, and they will be billed monthly in arrears, using the applicable rate described above.

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President

After-Hours Services – In the event that "After Hour" services provided by 3P are required by the Client to be performed outside of "Normal Business Hours", Client shall be offered the option of using 3P's "After-Hours" services. Client shall incur additional charges for "After-Hours" services. These services will be charged to Client on an hourly basis, and they will be billed monthly in arrears, using the "After-Hours Rate" described above. "After Hour" onsite services are billed from the time a technician leaves their home until the time he arrives back at their home.

Project Services – If Client requests Project Services, and the request can be completed within a regularly scheduled visit, 3P will complete the requested services as a part of the regular onsite services, and no additional charges shall be incurred by client. If in 3Ps sole discretion, the services required will not be able to be completed within a regularly scheduled visit, Client shall be provided a project proposal.

Additional Terms – In connection with this program, Client is subject to minimum charges and is required to reimburse out of pocket expenses when service is requested. All Onsite services will have a one-hour minimum service charge. In the event that services exceed one hour, Client will be billed additional time in ¼ hour increments. Help Desk services will be billed in ¼ hour increments. Client shall reimburse 3P for all out of pocket expenses incurred in connection with delivery of services, including but not limited to parking fees and product purchases.

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