

MANAGED SERVICES AGREEMENT TERMS AND CONDITIONS
AGREEMENT NUMBER: CPPD.150205A1

The following terms and conditions are incorporated into the Managed Services Agreement made between DataServ Integrations, LLC (dba DataServ, a Skoda Minotti Technology Firm) ("DataServ") and City of Parma Police Department ("Customer"). DataServ and Customer are hereinafter referred to in this Agreement collectively as "parties" and individually as a "party". By reference, all additional terms and conditions contained in any appendices to this Agreement are incorporated and made part of this Agreement.

I. SCOPE OF SERVICES: DataServ agrees to provide the Managed Services solution stated in this Agreement for the services at the Customer's location and remotely. Service under this Agreement includes remote, online and telephone support services and on-site support, when necessary. DataServ does not warrant that the operation of any listed equipment shall be uninterrupted, but that it is engineered for economically maximum amount of uptime.

II. SERVICE TIMES: Reference Appendix A.

III. PAYMENT TERMS: Payment is to be made according to the terms stated in the Agreement. Customer agrees that this Agreement shall remain in effect for the full period stated in the Agreement and may not be terminated by Customer prior to that time, except in accordance with the "Termination of Agreement" section. If any amount owed under this Agreement is not paid when due, DataServ may add a service charge of 1-1/2% per month on unpaid amounts. Customer agrees to pay all costs of collection, including attorney's fees, made necessary by nonpayment by Customer. Work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination. Customer will be obligated to compensate DataServ for all services provided, to reimburse DataServ for all out-of-pocket expenditures through the date of termination and Customer will return to DataServ any equipment products provided under this Agreement. If Customer disputes any charges they shall first be addressed by the Sales Account Executive. If no agreement is made, the dispute shall be to the President as necessary for resolution.

IV. ASSUMPTIONS: Customer to:

- a. provide and maintain a dedicated Internet connection capable of allowing DataServ local and/or remote access to the Customer's network;
- b. allow DataServ employees and/or subcontractors access to its facilities and equipment as required to perform the services under this Agreement;
- c. allow DataServ to load any necessary management software on their systems as required to perform the services under this Agreement;
- d. provide main points of contact in each location; and
- e. provide Customer signed Letter of Authorizations (LOA) to any carrier that provides WAN/MAN, Internet or other services where DataServ will act as third party liaison. DataServ will notify the Customer when contact with a carrier is required.

V. EXCUSABLE DELAYS: DataServ shall not be liable for delays in performance due to causes beyond its reasonable control, including but not limited to floods, fire and acts of terrorism. DataServ shall not be responsible in the event Customer denies full and appropriate access to the covered equipment.

VI. EXCLUSIONS: This Agreement is subject to the following exclusions, unless otherwise indicated in Appendix A:

- a. This Agreement does not include the replacement of any Customer owned hardware or software product.
- b. This Agreement does not include the replacement of any DataServ owned hardware or software product, end user training, electrical work, or repair of damage resulting from operator error, accident, vandalism, electrical or environmental problems, excessive heat or humidity, or maintenance provided by other than

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authorized DataServ representatives. Charge for the above will be at the then current Time and Materials rates.

- c. Service under this Agreement does not cover support due to configuration changes made by Customer or anyone other than authorized DataServ representatives. Any service calls placed for a problem caused by such configuration changes will be charged at the then current Time and Material rates.
- d. Service under this Agreement does not cover any application software support, installation or upgrades.
- e. Service under this Agreement does not cover any telecommunications services, including but not limited to labor by DataServ telecommunications engineers, wiring or ISP/phone services charges.
- f. Service under this Agreement does not cover the configuration and/or installation of any new equipment, including but not limited to computers, printers, firewalls, switches, other networking equipment, other computer equipment as referenced in Exhibit A.

VII. SOFTWARE LICENSE: Customer retains ownership of all licenses of software deployed at Customer site that Customer has directly purchased. DataServ retains ownership of all licenses of software deployed at Customer site that is inherent in providing services under this Agreement, including server operating systems. For testing and development purposes, DataServ may utilize Customer's software licenses for the purposes of providing services to the Customer. At termination of contract, all software owned by Customer and utilized by DataServ will be surrendered to Customer, and any and all use of that software by DataServ discontinued. No license for use of the software by DataServ is granted under this contract.

VIII. EQUIPMENT OWNERSHIP:

The Customer agrees that DataServ will be providing equipment as part of the execution of this Agreement. Said equipment shall remain the property of DataServ and must be returned upon the termination of the Agreement, whether by term or Customer default. Customer will not be provided with administrative access to provided equipment unless agreed upon by both Parties.

Customer retains ownership of all equipment deployed at Customer site that Customer has directly purchased.

The location of equipment provided as part of this Agreement will be agreed upon by both Parties prior to installation. If during the term of this Agreement, it becomes necessary to move the equipment, both Parties will approve of the new location prior to installation.

Customer further agrees to cease the use of any the technology that remains the property of DataServ upon the termination of this Agreement. If any of the equipment provided by DataServ is stolen, damaged or destroyed, the Customer must pay current market prices at the time of the loss for replacement equipment and the associated professional services on a Time and Materials basis to make the replacement equipment operational.

DataServ maintains the right and ability to modify the equipment provided as part of this Agreement at its discretion. Any potential downtime will be agreed upon in advance by both Parties.

IX. DATA OWNERSHIP: All Customer data maintained on the equipment is the sole property of the Customer.

X: RISK OF LOSS: Title and risk of loss to the product shall pass to Customer on the date of delivery to Customer, for Customer-installed products, or upon completion of installation for products installed by DataServ.

XI. FACILITY CONDITION: Customer shall provide a clean operating environment which does not exceed the manufacturer's rated temperature and humidity specifications for the equipment. Customer shall notify DataServ promptly when the listed equipment requires support service. If Customer changes the configuration of any listed equipment, DataServ may adjust the charge under this Agreement, or at DataServ's option, exclude that equipment from the scope of this Agreement and prorate the charges accordingly.

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XII. TIME AND MATERIALS BILLING: Rates for service not covered by this Agreement will be billed at the then current Time and Materials rates. Current Time and Material rates are listed in Appendix D.

XIII. SOFTWARE AND OPERATING SYSTEM ERRORS: This Agreement is limited to the services listed in Section I above. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is DataServ liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately at the then current Time and Materials rates, unless otherwise indicated in Appendix A.

XIV. LIMITATION OF LIABILITY: If DataServ does not fulfill any obligations under this Agreement after reasonable attempt(s); Customer's sole and exclusive remedy is to recover an equitable amount not to exceed charges paid to DataServ for the services in question. DataServ shall in no event have any liability for any special, incidental, or consequential damages including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, cost of substitute equipment, services, down-time, or claims of Customer for such damages, whether the claims be in contract, tort, strict liability, negligence, indemnification or otherwise, even if DataServ had been advised of such potential damages.

Customer acknowledges that there is no such thing as a totally secure, impenetrable network, but that DataServ's services (as listed in Appendix A) provides a reasonable level of proactive protection as well as ongoing security monitoring and reporting. DataServ will in no way be held responsible and/or liable for damages, monetary or otherwise, by Customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In all events not provided for in this Agreement and where permitted by law, DataServ's liability (regardless of the form of action) will be limited to Customer's direct damages in an amount up to the cumulative annual amount of charges paid to DataServ for the services hereunder. DataServ's entire liability and Customer's exclusive remedies for DataServ's liability of any kind (including liability for negligence) for performance, nonperformance or delays in performance by DataServ under this Agreement are limited to those contained in this Agreement where permitted by law.

WARRANTY DISCLAIMER: THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT.

XV. INTENTIONALLY LEFT BLANK.

XVI. APPLICABLE LAW: This Agreement shall be governed by and construed according to the laws of the Cuyahoga County in the State of Ohio.

Any controversy, claim, or breach arising out of or relating to this Agreement or the breach thereof shall be settled by binding arbitration in Cuyahoga County, Ohio in accordance with the terms, procedures and provisions set forth in Appendix C attached hereto. The judgment upon the award rendered by the arbitrators shall be entered in any court having jurisdiction.

XVII. MODIFICATION OR AMENDMENT: No modification or addition to any provision of this Agreement shall be binding on either party unless in writing and signed by a duly authorized representative of each party.

XVIII. ASSIGNABILITY: This Agreement may not be assigned by either Party without the written consent of the other Party.

XIX. ENTIRE AGREEMENT; SEVERABILITY: If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative. This Agreement, including the Terms and Conditions, constitutes the entire agreement of DataServ and Customer. No representations,

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inducements, promises, negotiations, or agreements, oral or otherwise, which are not contained herein, shall be of any force or effect.

XX. CONTRACT TERM AND RENEWAL: The initial term of this Agreement shall expire on December 31, 2017. DataServ will provide a renewal proposal 60 days prior to the Agreement expiration.

DataServ reserves the right to review the Agreement based on changes in network environment, changes in personnel or undisclosed matters that were not presented during initial meetings. Pricing is based on the current Customer environment as of date of associated quote. Any and all changes to the Customer environment, including but not limited to, growth in number of users, growth in number of facilities, change of location(s), change in major business lines of software supported by the server environment, the number of physical or virtual servers, number supported of end user devices, number of locations and/or speeds of WAN feeds, requests for additional functionality and/or similar changes to current business practices or operations may require a modification to the current Agreement.

If a change to the Customer's environment occurs, it is the Customer's responsibility to notify DataServ in a timely manner. DataServ will in turn evaluate the change and provide a written proposal of the additional one-time and/or monthly charges needed, if any, to accommodate such change. The Customer agrees to additions to the one-time and/or monthly fee for this Agreement upon their signature of the Purchase Order Confirmation page on future sales quotes or by issuing a purchase order against such quote(s). Upon Customer signature and project completion, DataServ will bill the one-time charges and/or adjust the Customer's monthly bill to include the additional services as contracted.

XXI. TERMINATION OF AGREEMENT: Customer may terminate this Agreement for Cause without liability for termination charges. The term "Cause" shall mean the Company's breach of its obligations under this Agreement and the Exhibits and Company fails to correct such breach within ninety (90) days of written notice thereof. The Customer may terminate for Cause if DataServ fails to perform or observe any material term or condition of this Agreement and such failure shall continue unremedied for 90 days after DataServ's written receipt of notice via registered mail thereof from Customer. In the event of such termination by Customer, Customer agrees to pay in full all monies due for services delivered through the effective date of cancellation.

In the event of a disagreement between the Customer and the DataServ, absent the Parties resolving the disagreement within fifteen days of written notice from one Party to the other Party, either Party may individually elect the arbitration procedure set forth in Appendix C.

Should the Customer have pre-paid service, a credit for the difference between the amount owed and the amount pre-paid will be issued. The credit shall be applied toward other Services provided by DataServ.

DataServ may terminate this Agreement and Customer shall be in default of this Agreement if Customer fails to pay any charge when due or fails to perform or observe any other term or condition of this Agreement and such failure continue unremedied for 30 days after Customer's receipt of notice thereof from DataServ. In the event of such termination by DataServ, Customer agrees to pay in full all monies due for services delivered through the effective date of cancellation.

Upon termination of this Agreement hereunder, Customer will return to DataServ any equipment products provided under this Agreement to DataServ. DataServ shall not be obligated to restore the premises to their original condition, if Customer does not return the products or make them available for removal by DataServ, then in addition to all other remedies at law or equity available to DataServ all obligations of Customer under this Agreement shall remain in force and effect until the products are returned to DataServ.

XXII. EARLY TERMINATION: If the Customer chooses to terminate any Service prior to the end of the Agreement, the Customer agrees to pay DataServ an early termination charge equal to:

- a. the sum of 100% of the charges for the balance of the term of this Agreement for termination occurring during months 1 to 24; or

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- b. the sum of 80% of the charges for the balance of the term of this Agreement for termination occurring during months 25 to 29;
- c. Any non-recurring fees that DataServ may experience from other suppliers in accordance with cancelling the Customer's service; and
- d. Any outstanding invoices still owed.

Such payment shall be due within thirty (30) days of termination. If such payments are not received in the thirty (30) day window, the Customer agrees to assume all costs related to DataServ's efforts to collect the balance, including any applicable attorney and/or all court costs.

DataServ reserves the right to increase charges upon ninety (90) days written notice to the Customer. Customer may, on effective date of such increase, terminate the specific service affected with no penalty to either Party.

XXIII. CONFIDENTIALITY, PUBLICATION AND NON-SOLICITATION: DataServ and the Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Customer shall be allowed to comply with public records requests pursuant to Ohio statutory and/or case law. Customer shall have the sole discretion to determine what materials are exceptions to public records law. Customer shall have a good faith obligation to notify DataServ of all requests. In the event DataServ does not want the material distributed it shall notify Customer and agree to indemnify Customer for all expenses including but not limited to attorney fees in the event the material is not distributed pursuant to DataServ's request.

Upon the expiration of the term of this Agreement, DataServ shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither DataServ nor Customer, shall not, directly or indirectly, solicit, recruit or hire any Customer or DataServ personnel, whether or not such personnel performed work for the Customer, during the term of this Agreement and for a period of two (2) years after the termination of this Agreement.

In addition, the Customer agrees to not allow any former DataServ employees to provide services, of any kind, to the Customer outside of this Agreement and for a period of two (2) years after the termination of this Agreement.

This Agreement, and any Appendix(s) hereto, is intended to be a complete statement of the obligations of the parties, and supersedes all previous understandings, negotiations, and proposals.

The provisions of this Section shall survive the termination or expiration of the Agreement.

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Accepted and Approved for:

City of Parma
6611 Ridge Road
Parma, Ohio 44129

Signature

Gregory Baepler
Safety Director

Date

Accepted and Approved for:

DataServ Integrations, LLC
29260 Clemens Road
Westlake, Ohio 44145

Signature

Karl H. Seiler
President

Date

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**APPENDIX A
SERVICE DETAILS**

DataServ's Comprehensive Managed Services ("Service") is designed to provide the Customer with information systems and technology operational management for the current environment.

Services covered under this Agreement are (unless otherwise stipulated):

1. Systems Management:

- a. DataServ will act as the primary responsible party for Customer:
 - i. Internal IP addressing schema
 - ii. DHCP
 - iii. DNS
 - iv. Active Directory
 - v. System level login and passwords
 - vi. Moves, adds and changes of personnel

2. Server and Systems Software Monitoring/Management:

- a. Patch management
- b. Operating system monitoring
- c. Operating system software update/upgrade (within the same version)
- d. Virtualization of systems software update/upgrade (within the same version)
- e. Anti-virus protection
- f. Hardware monitoring
- g. Critical services

3. Workstation Monitoring/Management:

- a. Microsoft Operating System
- b. Microsoft Operating System update/upgrade (within the same version)
- c. Microsoft patch management
- d. Third party patch development
- e. Anti-virus protection
- f. Remote control software agents

4. Remote Desktop Software Support:

- a. Support for terminal service access and Remote Desktop connectivity

5. Email Protection Monitoring/Management:

- a. Host based email software (Microsoft Exchange)
- b. Updating within version of host based email software
- c. Inbound and outbound spam and virus protection
- d. End-user control panel
- e. Automatic email spooling
- f. Spam filtering
- g. Definable quarantine parameters

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6. Back up and Disaster Recovery

- a. Onsite network attached storage unit that acts as both a local storage device and stand-by server in the event of server and/or workstation failure (provided the NAS unit has ample capacity to support the restored virtualized systems(s)).
 - i. Onsite retention is as follows:
 1. Intra-daily to dailes: 5 days
 2. Dailies to Weekly: 1 week
 3. Weeklies to Monthly: Never
 4. Delete Local: 2 months
- b. Off-site data repository at two redundant bi-coastal data centers. This service encompasses Windows servers only.
 - i. Off-site retention is as follows:
 1. Intra-daily to dailes: 14 days
 2. Dailies to Weekly: 4 weeks
 3. Weeklies to Monthly: 3 months
 4. Delete Local: 12 months
- c. Additional storage, if available, will be at a cost of the then current rate per TB per month, up to the capacity of the on-site NAS appliance. If additional local and off-site storage is needed, an upgrade fee at the then current rate will be payable, as well as the difference between the monthly price of the new, upgraded service and the existing service. Backups will be paused during the upgrade process to a larger unit.
- d. DataServ to run a test virtualization of existing Client servers to determine compatibility and time for potential future virtualization efforts.
- e. DataServ to provide the following documentation within 30 days following the completion of the installation.
 - i. Installation Acceptance Form which will need to be signed and faxed to DataServ.
- f. DataServ is providing a Backup and Disaster Recovery Managed Service as part of this Agreement. The ownership and integrity of the data being backed up as part of this managed service is the responsibility of the Customer.
- g. DataServ to provide ongoing monitoring, limited to:
 - i. To ensure successful local and off-site backups
 - ii. Ensure integrity of backups at both the local and off-site locations;
 - iii. Provide up to date access to off-site virtualized servers in case of failure.
 - iv. Provide notification at 75% capacity. Upon notification, DataServ will work with Customer to determine corrective action.
 1. Remove unnecessary back up images as defined by Customer.
 2. Create new base images on the NAS and send to off-site data repository.
 3. Provide a quote for a larger NAS unit at then current pricing.
- h. In the case of a failure of the backup and disaster recovery unit hardware, DataServ will replace the hardware and re-establish back up and disaster recovery services.
- i. In the event of a BDR protected server failure, DataServ will provision a virtual server on the NAS unit (provided the NAS unit has ample capacity to support the restored virtualized systems(s)).
 - i. Customer hardware operating system needs to be at a virtualization capable level.
 - ii. The latest valid data back-up will be restored by DataServ as part of the virtualization effort on the NAS unit.
 - iii. The responsibility for the repair of the existing Customer owned server will rest with the Customer. Additional assistance will be billed at the then current T&M rate.
 - iv. The Customer will be responsible for the transfer of data back to the Customer owned server. Additional assistance will be billed at the then current T&M rate.
 1. DataServ will assist as follows:
 - a. Remote telephone support on the NAS unit to allow Customer access to their backup image.
 2. Restoration of the backup image will be the Customer's responsibility. Additional assistance will be billed at the then current T&M rate.
- j. If the Customer's data is corrupt:
 - i. DataServ will assist as follows:

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1. Remote telephone support on the NAS unit to allow Customer access to their last known valid backup image.
 - ii. Restoration of the backup image will be the Customer's responsibility. Additional assistance will be billed at the then current T&M rate.
- k. If off-site backup images become corrupt or outdated, DataServ will send the Customer a storage device to synchronize the data on the NAS to the off-site repository to ensure local and off-site synchronization.

7. DataServ Resource as a Service (RaaS):

- a. Four hours scheduled per week on-site during standard business hours
- b. Excludes any Service Exclusions as defined below
- c. Excludes project work and installations
- d. No rollover
- e. Additional support hourly rate is billed at the then current Time and Materials rate

8. Maintenance:

This Agreement anticipates that all hardware and system software directly managed by DataServ be supported by an active Customer Care Maintenance Agreement. If a Customer Care Maintenance Agreement is not in place then all work will be subject to the then current Time and Materials rates.

9. Third Party Hardware, Software, Services and Applications Not Supplied or Supported by DataServ:

- a. Not supplied and supported is defined as DataServ not being certified by the manufacturer to design, sell or support.
- b. All third party components are covered by manufacturer warranty and/or support agreements.
- c. Any DataServ provided support is best effort.
- d. Customer is responsible for initiating TAC requests.
- e. DataServ will act as a liaison between third party vendor and Customer for problem resolution.
- f. Customer will provide a single point of contact/subject matter expert for any third party engagement.
- g. Customer will provide advance notice to TAC for any third party updates, upgrades or scheduled support events.

10. myDashboard and/or Reporting:

- a. DataServ will provide a web-based customer dashboard that includes:
 - i. Executive summary including Network Health Score
 - ii. Patch management status
 - iii. Open, closed and active service tickets
 - iv. Backup management report
 - v. Hardware and software inventory with specifications

11. Network Documentation will include the following:

- a. Network diagram (Visio)
- b. Network overview (IP addresses, configuration and settings)
- c. Software overview (install location, product ID, license keys)
- d. Vendor contact and account information
- e. Passwords and account names
- f. Updated documentation will be made available upon request

12. Annual Technology Planning Meeting:

- a. Work closely with management to budget for yearly technology expenses
- b. Allocate timelines for retiring and acquiring of hardware
- c. Anticipate future needs for planning purposes

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13. Administrative Access:

As part of this Agreement, Customer grants DataServ full control of administrative access to Customer's network.

DataServ will grant access to third parties and/or a Customer designee as needed upon receipt of Customer approval. Customer assumes all liability and responsibility while access is granted.

14. Approval of Hardware and Software:

To ensure compatibility and integration requirements, DataServ recommends, at a minimum, to be included and/or advised prior to any information systems and technology related purchases.

15. Support Requests:

- a. Support requests can only be submitted to DataServ TAC in one of the following ways:
 - i. Website: Requests can be submitted via the DataServ website at <http://www.dataservtech.com/forms/support>.
 - ii. myDashboard: Requests can be submitted via the DataServ myDashboard application once users have established an account
 - iii. Phone Call: Contact (440) 835-7089 or (800) 977-3282 during standard business hours and a DataServ team member will take the request. If the request is outside normal business hours, a voicemail system will be available to leave detailed information about the request. DataServ will open the request the next business day.
- b. In the event of a failure or problem, remedial activities (up to the contracted specified level) may commence prior to notifying Customer of the problem. This will allow the DataServ TAC the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch engineers when deemed necessary. In doing so, DataServ is acting in Customer's best interest to resolve the issue as quickly as possible.
- c. Customer's end users will make every effort to resolve problems with the DataServ TAC via remote access, telephone, or email, prior to DataServ dispatching on-site support.

16. Service Level Agreement Definitions and Response Time and Level Definition:

Severity Level	Response Times	
	Standard Hours (8:30am to 5:30pm EST):	After Hours:
Critical	One hour response	Two hour response*
High	Two hour response	N/A*
Normal	Six hour response	N/A*
Low	One business day response	N/A*

* 24 x 7 x 365 support is available and will be billed at the then current Time and Material rates as defined in Appendix D.

Response time is defined as the acknowledgement of the ticket in the DataServ ticketing system.

Legend:

- a. Critical: Multiple systems or sites affected; production halted
- b. High: Single system or site affected; work stoppage at a single site
- c. Normal: Single system affected; performance issue or other non-critical request
- d. Low: Minor performance-affecting issue, limited scope or affect

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17. Service Exclusions:

- a. All items listed in Section VI of the Terms and Conditions.
- b. All items not specified in Appendix A.
- c. Service expansion, such as:
 - i. Operating system/system software version level upgrades
 - ii. Introduction of new or upgrading of line of business (LoB) applications
 - iii. Expansion of facilities
 - iv. New or expansion of functionality such as disaster recovery, high availability, etc.
 - v. Professional services relating to the normal lifecycle replacement of system level components such as servers, network components, etc.
 - vi. Expansion of services such as wireless or phone systems.
- d. Requests outside the scope of this agreement will be handled a new projects and will be engineered and quoted by DataServ for prior approval by the Customer before commencement.

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**APPENDIX B
 SERVICE FEES**

Service	Monthly Payment
Managed Service	\$6,101.26
Monthly Total – Without ACH:	\$6,101.26
Note: Price does not include applicable sales tax	
Payment Terms:	Prepaid in Advance
Billing Cycle:	Monthly

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**APPENDIX C
ARBITRATION TERMS**

1. To initiate arbitration, DataServ and Customer (hereinafter referred to in this Appendix C collectively as "parties" and individually as a "party") shall serve written notice upon the other party demanding arbitration and identifying specifically the matters to be arbitrated. If the parties cannot agree upon a mutually acceptable arbitrator within thirty (30) days of the date of the notice requesting arbitration, then within five (5) days thereafter, each party shall appoint one person to act as an arbitrator. Such person shall have no personal or pecuniary interest, either directly or indirectly, from any business or family relationship in the outcome of the matters disputed, and such person shall not be an employee, agent or contractor of either party. If any party fails to appoint an arbitrator within the allotted time, the other party may appoint an arbitrator for it, provided that such arbitrator meets the qualifications described above. Once arbitrators are so selected, they shall have ten (10) calendar days from the date of the appointment of the last of the two arbitrators appointed, to appoint a final arbitrator, who shall be likewise disinterested. If the arbitrators selected by the respective parties are unable to appoint the final arbitrator within the allotted time, then the parties agree to approach the American Arbitration Association for a list of ten (10) names and each party shall have ten (10) calendar days from the date of receipt of such list within which to select six (6) names from the list of ten (10), ranking them, in order of preference, starting with number one through six. The final arbitrator shall be the person selected by the parties with the lowest number of combined points in the combination of their total rankings as designated by them.
2. When selected, the final arbitrator shall serve as chairperson of the panel (if the parties mutually agree to one arbitrator, all references in this Appendix C to "panel" and/or "arbitration panel," shall mean such one mutually agreed upon arbitrator). The arbitrator(s) shall be compensated in the same amount and in the same manner as arbitrators are paid under the rules of the American Arbitration Association for commercial arbitrators, and the compensation expense of the arbitrator(s) shall be paid by the parties as provided below in this Appendix C (including, but not limited to, Paragraph 11 hereof). Except as is otherwise provided in this Appendix C (including, but not limited to, Paragraph 11 hereof): (a) the compensation expense of the arbitrators shall be divided equally between the parties; (b) expenses of witnesses and of preparation for the arbitration, including the cost of counsel and other expenses of each side, shall be borne by the respective party; and (c) all other expenses not specifically relating to the presentation of its case by a party shall be borne equally by the parties.
3. Any and all such arbitrations shall be held in Cleveland, Ohio and shall be conducted pursuant to the terms and provisions set forth in this Appendix C. If this Appendix C does not address, provide or resolve a matter or issue arising as part of or in connection with the proceedings for such arbitrations, then the parties to such arbitrations and the arbitrators shall use the Commercial Arbitration Rules of the American Arbitration Association to resolve such matters or issues. If any of the Commercial Arbitration Rules of the American Arbitration Association are inconsistent with or conflict with those of this Appendix C, then the terms and provisions of this Appendix C shall take precedence, control and govern for all purposes.
4. In preparation for the arbitration, the parties agree to participate and engage in discovery in accordance with the Ohio Rules of Civil Procedure except that the parties agree to expedite the time periods set forth in the Ohio Rules of Civil Procedure to conform to the shorter arbitration deadlines set forth herein. It is the intention of the parties to participate and engage in a discovery process in the arbitration proceeding that is as thorough and cooperative as that which is provided to litigants in Ohio courts. The parties shall cooperate in providing discovery in a reasonable amount of time before the commencement of the arbitration hearing, but all such discovery which is requested by a party shall be exchanged no later than five (5) calendar days before the scheduled date of the commencement of the arbitration hearing. This shall include (but shall not be limited to): (a) the names, addresses and occupations of witnesses or affiant and a brief statement of the subject matter and nature of the testimony for which they will be presented; and (b) identification of and exchange of all exhibits or documents to be offered or used at the arbitration hearing. Unresolved discovery disputes may be brought to the attention of the arbitration panel and such disputes shall be disposed of by the panel.

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5. There shall be a preliminary administrative conference which shall be held not less than five (5) calendar days nor more than ten (10) calendar days before the arbitration hearing and at such preliminary conference the parties shall specify issues to be resolved, stipulate to uncontested facts, and consider any other matters which will expedite, or, if unresolved, could delay the arbitration proceedings. In addition, at this preliminary conference, the arbitration panel shall actively work to seek out a settlement to the dispute(s) at issue.
6. The arbitration hearing shall occur not less than twenty-five (25) calendar days nor more than forty-five (45) calendar days following the date of the appointment of the mutually agreed upon arbitrator or the final arbitrator (as appropriate), unless extended by mutual agreement of the parties in interest. The arbitrator(s) shall have complete discretion to establish the time and place of the arbitration in greater Cleveland, Ohio.
7. Except as may be specifically provided in this Appendix C or in the Commercial Arbitration Rules of the American Arbitration Association, the arbitrator(s) shall have discretion to establish and determine the conduct and rules of the arbitration proceedings.
8. All parties to the dispute shall be permitted to present their respective cases without regard to the formalities of the Rules of Evidence as used in the courts of the State of Ohio. The arbitrator(s), with the guidance and arguments of the parties, may give such weight to the matters presented as he/she/they deems/deem appropriate.
9. The parties recognize that confidential information in the nature of trade secrets and proprietary information may be disclosed during the course of an arbitration proceeding. The parties agree to hold such information in confidence during and following such proceedings. The parties agree that any confidential information and proprietary information disclosed by one party to the other before or during the arbitration will not be used for any purpose other than conducting the arbitration. Likewise, the arbitrator(s) shall keep such information confidential and by his/her/their acceptance of appointment as an arbitrator shall agree to be bound by this standard. All confidential information and proprietary information disclosed by one party to another party in any form will be returned to the producing party at the conclusion of the arbitration.
10. The arbitrator(s) shall have the authority to award any legal remedy or legal relief a court of the State of Ohio could order or grant, but specifically excepting herefrom any punitive and/or exemplary damages.
11. The Arbitration Expenses (as defined below) of the winning party shall be reimbursed and paid by the losing party to the winning party within ten (10) days of the date the written final decision of the arbitrator, where the final decision of the arbitrator(s) shall include a determination as to which party is the winning party and which party is the losing party. Notwithstanding the foregoing and in lieu thereof, the arbitrator(s) may [in the reasonable discretion of the arbitrator(s)] allocate the total aggregate Arbitration Expenses of the parties on a percentage basis to the parties as determination in the final decision of the arbitrator(s), based on the arbitrator's/arbitrators' determination of the parties' respective percentage of fault, breach and/or culpability in or for the matters which are the subject of the arbitration. "Arbitration Expenses" shall mean the reasonable compensation expenses of each of the arbitrator(s), attorneys and witnesses and all other reasonable costs and expenses reasonably necessary and actually incurred by the parties for such arbitration.
12. The final decision of the arbitrator(s) shall be in writing with a clear and concise statement of his/her/their decision and shall specify the factual and legal basis for the decision. The decision of the arbitrator(s) shall be submitted to the parties no later than five (5) calendar days after the conclusion of the arbitration proceeding. Upon receipt of the written decision of the arbitrator(s), any party may request a clarification session by making such request to the chairperson. The arbitrator(s) will convene forthwith at which time any party may ask for clarification of the decision as to any matter(s) which appears to be unclear. The arbitrator(s) shall then forthwith issue in writing any clarifications to their decision which they deem appropriate in order to ensure that the decision is understood by all parties without ambiguity. The decision of the arbitrator(s) as originally presented or as clarified, if applicable, shall be final and binding upon, and fully enforceable against, the parties in accordance with Section 2711.01 et. seq. of the Ohio Revised Code and shall not be subject to judicial appeal except to the extent set forth in Sections 2711.10 to 2711.16 of the Ohio Revised Code, as the same may be amended from time to time.

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APPENDIX D
2015 TIME AND MATERIAL RATES

Engineer Resource Level	Standard Rates	After Hour Rates	Holiday Rates
Level 3: Network/Systems Engineer	\$195.00	\$292.50	\$390.00
Level 2: Network/Systems Engineer	\$165.00	\$247.50	\$330.00
Level 1: Network/Systems Engineer	\$135.00	\$202.50	\$270.00

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CITY OF PARMA, OHIO
Parma Police Department
Department of Public Safety

TIM DEGEETER
Mayor



440.887.7300 Telephone

5555 Powers Blvd. • Parma, Ohio 44129

440.887.7380 Fax

Robert C. Miller
Chief of Police

Gregory Baeppler
Safety Director

June 4, 2015

To: Board of Control and Parma City Council
From: Chief Robert Miller
Subject: DataServ Contract Extension

The Parma Police Department wishes to extend and expand IT support services with the current vendor DataServ. The proposal will enhance services to include data backup, disaster recovery capability and will continue to support the entire IT network for the police department, jail, and communications center. The term will be extended through December 31, 2017.

As the current vendor for these technical and complex services, DataServ has developed unique knowledge of the secure network environment and is a sole source provider to the Parma Police Department for this extension of services. For the enhanced services listed above the monthly service fee will increase from \$4,500.00 to \$6,101.26.

Respectfully Submitted,

Chief Robert Miller
Parma Police Department

ADDRESS ALL COMMUNICATIONS TO THE OFFICE OF THE CHIEF OF POLICE