

This Agreement is made effective as of _____ by and between _____, and I.T. Right, of 5815 East Clark Road, Bath Michigan 48808.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the services shall be referred to as "I.T. RIGHT". I.T. RIGHT has a background in Computer technology and is willing to provide services to The Client based on this background. The Client desires to have services provided by I.T. RIGHT.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES.

Beginning on 05/01/2021 I.T. RIGHT will provide the following services (collectively, the "Services"): Centralized Services including remote management, maintenance (RMM), Endpoint Detection and Response (EDR) including anti-virus and anti-ransomware, monthly technology and alignment visits including auditing and alignment to CIS L1 standards. This includes the existing computers and related network equipment within the client's office(s).

2. SERVICES NOT COVERED. I.T. Right reserves the right to charge an hourly rate for labor related to the design and implementation of new equipment or technologies. The client will be notified ahead of time of any extra charges involved before the work is started. Projects including but not limited to the replacement of servers are considered new technology, are not covered under this contract and will be billed separately. Field services and Helpdesk support beyond the monthly TAM (technology alignment management) visits would be billed separately.

3. Services Not Provided. I.T. Right will not provide structured cabling services. I.T. Right will not climb into ceilings, attics or crawlspaces. I.T. Right will not climb upon roofs, trees or polls; or use equipment like tall ladders or bucket trucks to service or replace equipment.

4. Third Party Support Agreements. To the extent that I.T. Right is asked to support third party software or hardware; The Client agrees to maintain appropriate support agreements with the manufacturers or resellers of those products such as software support contracts and/or onsite extended warranties for applicable hardware.

5. PAYMENT. The Client will pay an annual fee to I.T. RIGHT for the Services in the amount listed in the payment schedule (Appendix A). This fee shall be payable in full within 30 days unless otherwise notated in this document.

6. PERFORMANCE OF SERVICES. I.T. RIGHT shall determine the manner in which the Services are to be performed and the specific hours to be worked by I.T. RIGHT. The Client will rely on I.T. RIGHT to work as many hours as may be reasonably necessary to fulfill I.T. RIGHT's obligations under this Agreement.

7. INDEMNIFICATION. Client shall indemnify, defend and hold harmless I.T. RIGHT, its directors, officers and employees from and against any and all claims, losses, damages, liabilities costs and expenses, including reasonable attorneys' fees, that arise out of, result from or are related to (i) a breach by Client of any warranty, representation or covenant set forth herein, (ii) Negligence or willful misconduct of the client, it's employees or other contract agents. (iii) Client's refusal to accept, for any reason, reasonable industry standard security recommendations.

8. INSURANCE. During the Term, I.T. Right shall procure and maintain the following insurance coverage: (a) workers' compensation and employer's liability insurance as required by the laws of the State in which the Services are being performed, (b) comprehensive general liability insurance in the amount that is commercially reasonable with respect to the Services, and (c) cyber-liability insurance in the amount that is commercially reasonable with respect to the Services. The Client shall not rely exclusively on I.T. Right for insurance or as an insurance provider; but shall procure and maintain its own insurance coverage (or agree to accept risk itself) as follows: cyber-liability insurance in the amount that is commercially reasonable with respect to The Client's servers, hardware, software, data and/or computer networks.

9. THIS SECTION INTENTIONALLY LEFT BLANK.

10. CLIENT NEW PROJECT

APPROVAL. I.T. RIGHT and The Client recognize that I.T. RIGHT's Services will include working on various projects for The Client. I.T. RIGHT shall obtain the approval of the Client prior to the commencement of a new project.

11. Site Liaison/Primary Contact. The Client agrees to assign one employee or elected official to be the primary contact person to I.T. Right. The roll of the Primary Contact shall be to, (i) Meet and discuss with I.T. Right status of projects and initiatives (ii) Communicate to I.T. Right the decisions of The Client including but not limited to technology policies and their enforcement, (iii) Approve quotes or communicate the same to I.T. Right. Should the client fail to appoint a Primary Contact, The Client agrees that I.T. Right may work with any elected official in these capacities.

12. Other Client Appointed Contacts. I.T. Right recognizes The Client may for compliance, legal, or other reasons appoint individuals other than the primary contact to positions of responsibility concerning line of business technology concerns. These positions include but are not limited to "CJIS Officer" and "FOIA Officer." I.T. Right will work with these individuals as it pertains to their reasonably assigned duties. The Client represents that I.T. Right can depend on these individuals for guidance pertaining to their respective areas of responsibility.

13. TERM/TERMINATION. This Agreement shall be effective for One year(s). Continuation of and payment for services beyond this agreement stated term will constitute a renewal 1 year under the existing terms. Either party reserves the right to terminate this contract at any time provided 90 days' notice is given. The remaining time will be prorated and paid to the client within 120 days of receipt of the termination notice.

14. EMPLOYEES. I.T. RIGHT's employees, if any, who perform services for The Client under this Agreement shall also be bound by the provisions of this Agreement.

15. Employment Restrictions. The Client shall not solicit to hire, hire or engage any of IT RIGHT'S employees (or anyone employed by IT RIGHT in the prior twelve calendar months) while this Agreement is in effect and for the twelve-calendar month period immediately after termination or completion of this Agreement for any reason. If Client does solicit to hire, hire or engage any of the IT RIGHT'S employees, The Client shall immediately pay Company an amount equal to 100% of the then-current or most recent annual salary or wages paid by Company to such employee.

16. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

IF for The Client:

IF for I.T. RIGHT:

I.T. Right
Dan Eggleston
Director of Information Technology
5815 East Clark Road Suite G
Bath Michigan 48808

Either party may change such address from time to time, by providing written notice to the other in the manner set forth above.

17. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

18. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

19. APPLICABLE LAW. The laws of the State of Michigan shall govern this Agreement.

Party receiving services:

Accepted By: _____

Title: _____

Party providing services: I.T. Right

Proposed By _____
Dan Eggleston, Director of Information Technology

Appendix A: Price Sheet:

RA

Year	Amount	Term/Option
2021	\$64,800	Regular Term