

ORDINANCE NO. 1623

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A CONTRACT WITH POLAR SYSTEMS, INC OF WEST LINN, OR, TO PROVIDE MANAGED IT SERVICES FOR THE CITY OF CANBY.

WHEREAS, the City of Canby issued a Request for Proposals (RFP) for a managed service provider to provide IT services;

WHEREAS, the City received four responses to the RFP;

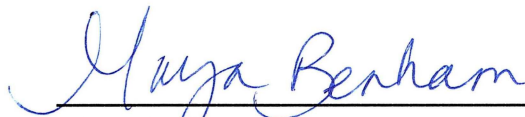
WHEREAS, a three-member selection committee, consisting of three IT professionals, reviewed and scored the four submissions in accordance with evaluation criteria detailed in the RFP; and

WHEREAS, Polar Systems inc. received the highest score and was identified unanimously by the selection committee as the most able, experienced and best value proposer.

NOW, THEREFORE, THE CITY OF CANBY ORDAINS AS FOLLOWS:

The City Administrator is hereby authorized and directed to make, execute, and declare in the name of the City of Canby and on its behalf, an appropriate contract with Polar Systems, inc. of West Linn, OR. A copy of said contract is attached hereto as Exhibit "A" and by this reference incorporated herein.

SUBMITTED to the Canby City Council and read the first time at a regular meeting thereof on Wednesday, June 5, 2024, and ordered posted in three (3) public and conspicuous places in the City of Canby as specified in the Canby City Charter and to come before the City Council for final reading and action at a regular meeting thereof on Wednesday, June 19, 2024 commencing at the hour of 7:00PM in the City Council Chambers located at 222 NE 2nd Avenue, 1st Floor, Canby, Oregon.

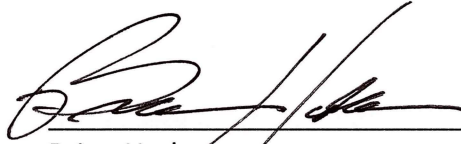


Maya Benham, CMC
City Recorder

PASSED on second and final reading by the Canby City Council at a regular meeting thereof on the 19th day of June, 2024, by the following vote:

YEAS 4

NAYS 1



Brian Hodson
Mayor

ATTEST:



Maya Benham, CMC
City Recorder

AFFIDAVIT OF POSTING

STATE OF OREGON)
)
County of Clackamas) ss:
)
CITY OF CANBY)

I, Maya Benham, being first duly sworn, depose and say that I am the City Recorder for the City of Canby, Clackamas County, Oregon, a City duly incorporated under and by virtue of the laws of the State of Oregon.

That on the 5th day of June, 2024, the Council for said City of Canby held a Regular City Council Meeting, at which meeting Ordinance No. 1623 was read for the first time and passed by the vote of said Council and then and there ordered posted in at least three (3) public and conspicuous places in said City for a period of five (5) days prior to the second reading and final vote on said Ordinance, as provided in Section 2 of Chapter 8 of the Charter of the City of Canby, and

Thereafter, on the 6th day of June, 2024, I posted said Ordinance in the following three (3) conspicuous places, all within the said City of Canby, to wit:

- 1. Canby Civic Building
- 2. Canby Post Office
- 3. City of Canby Web Page

That since said posting on the date aforesaid, the said Ordinance will remain posted in the said three (3) public and very conspicuous places for the period of more than five (5) days and until the very 19th day of June 2024.

Maya Benham

Maya Benham, CMC
City Recorder

Subscribed and sworn to before me this 6th day of June, 2024.

Emily Lela Sasse

Notary Public for Oregon
My Commission Expires: 12/12/26



STATE OF TEXAS
COUNTY OF DALLAS
CITY OF DALLAS
DEPARTMENT OF HEALTH SERVICES
PUBLIC HEALTH DIVISION



PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is between the CITY OF CANBY (City) and Polar Systems, Inc (Contractor). The effective date of this Agreement is July 22, 2024 ("Effective Date").

- A. City requires services which Contractor is capable of providing, under terms and conditions hereinafter described.
- B. Contractor is able and prepared to provide such services as the City requires, under those terms and conditions set forth.

The Parties Agree a Follows:

1. Scope of Services. Contractor's services under this Agreement are set forth in the submitted proposal, attached hereto and incorporated by reference. Terms and conditions in this Agreement will take precedence over any conflicting term or condition in an exhibit to this Agreement, including Exhibit A.
2. Contractor Identification. Contractor shall furnish to City its employer identification number as designated by the Internal Revenue Service, or Contractor's Social Security Number, as the City deems applicable. **Contractor understands it is required to obtain a City of Canby Business License for conducting business in the city. Contractor agrees to obtain a Canby Business License prior to commencing work under this contract.**
3. Compensation:
 - A. City agrees to pay Contractor according to the proposed rate schedule submitted with the Contractor's proposal and rate sheet attached hereto.
 - B. City agrees to pay Contractor within 30 days after receipt of Contractor's itemized statement reporting completed work. Amounts disputed by the city may be withheld pending settlement.
 - C. City certifies that sufficient funds are available and authorized for expenditure to finance costs of the Agreement.
4. Contractor is Independent Contractor.
 - A. Contractor's services shall be provided under the general supervision of the IT Director. Contractor shall be an independent contractor for all purposes and shall be entitled to no compensation other than the

compensation provided for under Paragraph #3 of this Agreement.

- B. Contractor certifies that it is either a carrier-insured employer or a self-insured employer as provided in Chapter 656 of the Oregon Revised Statutes.
 - C. Contractor hereby represents that no employee of the City, or any partnership or corporation in which a City Employee has an interest, will or has received any remuneration of any description from Contractor, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.
 - D. Contractor expressly acknowledges that as an independent contractor, Contractor is not entitled to indemnification by City or the provision of a defense by City under the terms of ORS 30.285.
5. **Subcontractors and Assignment.** Contractor shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from City. City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to Contractor. Any subcontract between Contractor and subcontractor shall require the subcontractor to comply with all terms and conditions of this agreement as well as applicable OSHA regulations and requirements.
6. Work is Property of City. All work performed by Contractor under this Agreement shall be the property of the City. City agrees that the Contractor may use its work in other assignments if all City of Canby data and references are removed.
7. Term.
- A. This Agreement will run from the Effective Date until terminated in accordance with Section 7(B) or June 30, 2027. If the term ends on a specific date, the Agreement will terminate at 5pm on that date.
 - B. This Agreement may be terminated by:
 - 1. Mutual written consent of the parties.
 - 2. Either party, upon thirty (30) days written notice to the other, delivered by certified mail or in person.
 - 3. City, effective upon delivery of written notice to Contractor by certified mail, or in person, under any of the following:

- a. If Contractor fails to provide services called for by this Agreement within the time specified or any extension thereof.
 - b. If Contractor fails to abide by the terms of this Agreement.
 - c. If services are no longer required.
8. Professional Standards and Compliance with Laws. Contractor shall be responsible to the level of competency presently maintained by others practicing the same type of work in City's community, for the professional and technical soundness, accuracy and adequacy of all work and materials furnished under this authorization.

By entering into this agreement, the Contractor represents and warranties that they have complied with the tax laws of the State of Oregon and the City of Canby. Further, for the duration of this contract, Contractor promises to continue to comply with said State and local tax laws. Any failure to comply with tax laws will be considered a default of this contract and could result in the immediate termination of this agreement and/or other sought damages or other such relief under applicable law.

Without limiting its obligation to comply with all applicable laws, Contractor will comply with the following laws, which the State of Oregon requires to be expressly incorporated into this Agreement: ORS 279B.220; ORS 279B.230; and ORS 279B.235.

9. Insurance. Insurance shall be maintained by the Contractor with the following limits:
- A. For Comprehensive General Liability Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis.
 - B. For Automobile Insurance, Contractor shall provide a Certificate of Insurance naming the City of Canby as an additional named insured showing policy limits of not less than \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage on an occurrence basis for any vehicle used for City business or use otherwise related to this contract.
 - C. An umbrella or excess liability policy may be used to meet the above required limits of insurance, so long as the coverage in the umbrella or excess liability policy is concurrent with and at least as broad as the

coverages required in Section 9.A and 9.B above.

- D. For Professional Liability—errors and omissions—a \$2,000,000 Combined Single Limit for Bodily Injury/Property Damage limit. **(Required for Architects, Appraisers, Attorneys, Consultants, Engineers, Planners, Programmers, etc.)**. For purposes of professional liability, Contractor shall provide proof of a Certificate of Insurance naming the City of Canby as a Certificate Holder.
- E. For Worker's Compensation, Contractor shall provide a Certificate of Insurance naming the City of Canby as a Certificate Holder showing Worker's Compensation Insurance with statutory limits of coverage.

Procuring of such required insurance at the above-stated levels shall not be construed to limit the Contractor's liability hereunder. The coverage provided by insurance required under this Agreement shall be primary, and any other insurance carried by City shall be excess. Notwithstanding said insurance, Contractor shall be obligated for the total amount of any damage, injury, loss, expense or related costs caused by or related to Contractor's negligence or neglect connected with this Agreement, and Contractor shall indemnify, defend and hold the City of Canby harmless from and against such damages, injuries, losses, expenses or costs.

- 10. Legal Expense. In the event legal action is brought by City or Contractor against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorneys' fees, costs, and expenses as may be set by the court both at trial and all appeals there from.
- 11. Modifications. Any modification of the provisions of this Agreement shall be in writing and signed by the parties.
- 12. Notices. Any notice, bills, invoices, reports, or other documents required by this Agreement shall be sent by the parties by United States mail, postage paid, electronically, faxed, or personally delivered to the address below. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing unless sooner received.
- 13. Applicable Law and Venue. The laws of the State of Oregon govern this Agreement, without regard to conflict of laws principles. Any dispute arising out of or related to this Agreement between the parties will be resolved in the Circuit Court of the State of Oregon, Clackamas County. The parties agree to the personal jurisdiction of Clackamas County Circuit Court.

14. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.
15. Savings Clause. Should any provision of this Agreement be found to be in conflict with any federal or Oregon state law, or final controlling decision of any Court of competent jurisdiction, or ruling or decision of any controlling administrative agency, all other provisions of this Agreement shall remain in full force and effect.
16. Records. Contractor shall retain all books, documents, papers, and records that are directly pertinent to this Agreement for at least three (3) years after City makes final payment on this Agreement and all other pending matters are closed. In addition, Contractor shall allow City (or any of its authorized representatives) to audit, examine, copy, take excerpts from or transcribe any books, documents, papers, or records that are subject to the foregoing retention requirement.
17. Third-Party Beneficiaries. The only parties to this Agreement are the City of Canby and the Contractor. No third parties are intended to benefit from this Agreement, by implication or otherwise.
18. No Waiver. A waiver of any provision of this Agreement will only be effective if it is made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

CITY: Eileen Stein, City Administrator
City of Canby
PO Box 930
Canby, OR 97013

CONTRACTOR: Tim Tragesser
Polar Systems, INC
West Linn, OR 97068

Please submit invoices to: Attn: Accounts Payable
City of Canby
PO Box 930
Canby, OR 97013
ap@canbyoregon.gov

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers.

CONTRACTOR:

CITY OF CANBY

By:

By: *Gilman Stein*

Date:

Date: *7-19-24*

Subcontractors will be used ___ Yes No (If yes, please complete List of Subcontractors attached to this Agreement)

Approved as to Form:

David Doughman, Interim City Attorney

8/4/23

LIST OF SUBCONTRACTORS

As per Section 5 of the Personal Services Agreement, the following businesses will be subcontractors. Subcontractors are required to have a City of Canby Business License prior to commencing work under this contract.

Name of Business	Address	Phone	CCB#

The City hereby approves the above listed subcontractors.

City of Canby

Date



POLAR STAR MANAGED SERVICES SCHEDULE

This Polar Star Managed Services Schedule (this “**Schedule**”) is entered into as of 5/3/2024 (the “**Effective Date**”), by and between Polar Systems, Inc. (“**Polar Systems**”) and City of Canby (“**Client**”). This Schedule is subject to the terms of the Master Services Agreement between Polar Systems and Client dated 5/3/2024 (the “**Agreement**”). Capitalized terms used in this Agreement and not otherwise defined have the meaning given to them in the Agreement.

Site Location(s): 222 NE 2nd Avenue	
Primary Client Contact:	Secondary Client contact:
Emergency Phone #: (503) 266-0745	Emergency Phone #:

Polar Star Coverage Summary (see Appendix A and B for details)

Included?	Service	Included?	Service
<input checked="" type="checkbox"/>	Asset Auditing/Inventory	<input type="checkbox"/>	Managed Out-of-Market Site
<input checked="" type="checkbox"/>	Monitoring/Alerting	<input checked="" type="checkbox"/>	Vendor Relationship Management
<input checked="" type="checkbox"/>	Managed Servers	<input checked="" type="checkbox"/>	vCIO Services
<input checked="" type="checkbox"/>	Managed Server Backup	<input checked="" type="checkbox"/>	Reporting
<input checked="" type="checkbox"/>	Managed Workstations	<input checked="" type="checkbox"/>	Response Time Commitment – 1 hour
<input checked="" type="checkbox"/>	Server – Patching	<input checked="" type="checkbox"/>	Active Security Scanning/SOC
<input checked="" type="checkbox"/>	Workstation – Patching	<input checked="" type="checkbox"/>	Managed Active EDR
<input checked="" type="checkbox"/>	Managed Exchange / Office 365 / Email	<input checked="" type="checkbox"/>	Employee Security Awareness
<input checked="" type="checkbox"/>	Managed Anti-Spam Services	<input checked="" type="checkbox"/>	DNS Protection
<input type="checkbox"/>	Managed E-Mail Encryption	<input type="checkbox"/>	Multi-Factor Authentication
<input type="checkbox"/>	Managed E-Mail Archiving	<input checked="" type="checkbox"/>	Office 365 Backup
<input checked="" type="checkbox"/>	Managed Firewall	<input type="checkbox"/>	Scheduled On-site Support Total Hours: Interval: Time Block/Event:
<input checked="" type="checkbox"/>	Managed Network Devices	<input type="checkbox"/>	Other: _____
<input checked="" type="checkbox"/>	Managed Anti-Virus		
<input type="checkbox"/>	Managed Disk Encryption		
<input type="checkbox"/>	DNS Hosting		

Term: 36 months

Polar Star Payment Summary:

Polar Star Payment: \$24,195.13 per month
 Hardware-as-a-Service Payment \$ _____ per month (if applicable)
 Reduced Labor Rate: 10%
 PC Workstation Build Fee: \$450

All monthly fees under this Schedule must be paid electronically through a service reasonably specified by Polar Systems.

The pricing above is based on an initial review of Client’s current servers, workstations and network infrastructure, as inventoried in Appendix A. The parties agree to review changes to, and additional information learned regarding, Client’s environment and the other aspects of this Schedule on a quarterly basis (or otherwise as needed) and update fees and Covered Components under this Schedule to reflect any changes. Unless the parties agree otherwise, in no event will any reductions in Covered Components decrease monthly fees by more than 40% than the monthly fees above.

The fees and rates in this Schedule will automatically increase by three percent (3 %) per year. Other increases may apply per the terms of the Agreement.

EACH PARTY REPRESENTS AND WARRANTS THAT IT HAS READ AND AGREES TO BE BOUND BY THIS SCHEDULE (INCLUDING THE ATTACHED TERMS AND CONDITIONS AND APPENDICES) AND IS AUTHORIZED TO EXECUTE THIS SCHEDULE.

Polar Systems, Inc.

Client: City of Canby

By: _____

By: Eileen Stein

Print Name and Title

Print Name and Title

Date: _____

Date: 7-19-24

Submitted: . Offer in this Schedule valid 30 days from date of submission.

POLAR STAR MANAGED SERVICE TERMS AND CONDITIONS

1. Managed Services

- (a) "Covered Component" means the server, workstation, local area networking equipment, wide area networking equipment, and other IT components listed in Appendix A located at the Client location(s) specified above. To be a Covered Component, the Polar Systems managed service agent program must be added to such component. Client agrees that, in order for Polar Systems to provide managed services under this Schedule, (i) all Windows servers in a domain must be covered; and (ii) unless otherwise specified in Appendix A, all workstations at a location must be covered. Managed Services do not include hardware repairs or support for application software unless specifically listed on this Schedule.
- (b) Polar Systems will use commercially reasonable efforts to detect and avoid the malfunction of Covered Components. Proactive services include monitoring and alerting, patch management and backup verification. These services are designed to report to Polar Systems performance and availability data concerning Client's network and to alert Polar Systems' Help Desk to potential problems. Monitoring Services do NOT include the provision of any intrusion detection services nor do they address any other security concerns.
- (c) Polar Systems will maintain a centralized "Help Desk" to manage the reporting and handling of technical issues. Client agrees to report all technical issues to the Help Desk. The Help Desk may be contacted by Client by either logging into Polar Systems' client portal, sending an email or by calling via telephone, or in other methods as communicated by Polar Systems to Client from time to time.
- (d) There is no additional charge for Help Desk Service provided during Regular Business Hours. Polar Systems' Help Desk will also be available under this Schedule after Regular Business Hours, subject to the following terms:
- Access to the Help Desk after Regular Business Hours must be made using a phone number provided to Client specifically for such use. Polar Systems will aim to respond within 1 hour, with escalation to Polar Systems' management team if the call is not returned in the 1-hour time frame.
 - Help Desk Service after Regular Business Hours is provided at a rate equal to 1.5 times Polar Systems' then-current reduced labor rate.
 - Any Client personnel requesting Service after Regular Business Hours will be considered authorized to do so under this Schedule.
- (e) Client will provide all necessary information when requesting technical support. This information includes, but is not limited to:
- Name of end user experiencing the issue
 - Location of end user and computer
 - Contact information for the end user
 - Detailed description of the issue
- (f) Polar Systems will use diligent efforts to manage the restoration of malfunctioning Covered Components to good working order.
- (g) Client's data backup systems may be listed as a Covered Component on this Schedule. However, Client agrees and understands that, unless Polar Systems is providing Client with a fully managed backup (BDR) solution under a separate Schedule, Polar Systems is only able to verify that backup systems are reporting proper operation and can make no guarantees as to whether or not actual backups are taking place. Client is ultimately responsible for ensuring that data backups have actually been performed and are available in the event of any failure of the backup subsystem which leads to any data loss or the inability of the backup subsystem to restore data at any time. Polar Systems has no liability for any costs associated with data recover/disaster recovery services.
- (h) When requested by Polar Systems, Client will ensure that all office workstations and laptops will be left turned on after Regular Business Hours so Polar Systems can perform required workstation maintenance and proactive support.
- (i) Polar Systems will use diligent efforts to deploy software patches for operating system software in a manner that will, in a timely fashion, address the security or functionality concerns for which a patch was released. Polar Systems will only deliver patches that have been tested and released by the original manufacturer of the software being patched. Client acknowledges that some patches may cause operating difficulties or "break" other software, and agrees that Polar Systems will not be responsible for the potential adverse effects of applying such a patch.

2. Payment Terms

At the Effective Date of this Schedule, Polar Systems will invoice and collect payment for the first and last month of managed Services associated with this Schedule. This payment must be received before any Service under this Schedule can be scheduled or delivered.

3. Hardware

Polar Systems does not provide hardware warranty or maintenance services, and does not maintain an inventory of spare parts or replacement hardware. It is Client's responsibility to enter into appropriate warranty/replacement arrangements with hardware vendors. Polar Systems will use reasonable efforts to coordinate with hardware warranty/maintenance providers in the repair and replacement of defective hardware. Polar Systems reserves the right to utilize the services of manufacturer's representatives for repairs guaranteed by those manufacturers under separate service contracts. Polar Systems shall have no obligation with respect to components that are identified by its manufacturer as a consumable or expendable item including, but not limited to, printer cartridges, fuser assemblies, batteries, print heads, magnetic media, paper supplies and similar items; all such items are the Client's responsibility.

4. Disaster Planning

A formal disaster recovery or business continuation plan is NOT within the scope of this Schedule. Although the services to be provided under this Schedule are designed to provide managed IT continuity and will, under certain conditions, help Client recover from certain disasters, it should in no

way be considered a formal disaster recovery or business continuity plan. If Client requires a disaster recovery or business continuation plan, including testing of the plan, Polar Systems can assist Client with the development of such a plan. All time spent in the development and testing of this plan would be billable against Block Time or as an agreed additional Service.

5. Documentation

Polar Systems will, at its expense, maintain updated documentation on Covered Components to facilitate the providing of Service. Upon termination of the Agreement, if Client has paid all amounts due under the Agreement, Client will be provided with a printed or electronic copy of such documentation upon written request.

6. Authorization to Access Client Devices. Client hereby authorizes Polar Systems to access, connect to and manage Client devices via remote technologies without first contacting Client as required for the Services. These activities may include, but are not limited to:

- Updating or changing software drivers;
- Installing and applying software patches;
- Rebooting devices within maintenance windows;
- Deleting temporary files and clearing caches;
- Starting or restarting application services;
- Verifying and validating data backup jobs;
- Staging and executing scripts for automated maintenance routines;
- Network performance tuning; and
- Transferring data associated with routine system tuning and upkeep between systems within Client's network.

Notwithstanding the above, Client is responsible for notifying Polar Systems of a restriction of remote access, connections or management activities related to any Covered Component.

7. Polar Systems Equipment

- (a) Client agrees that Polar Systems may deliver and install appliances and other equipment in support of the Services ("**Polar Systems Equipment**"), excluding items sold by Polar Systems to Client.
- (b) The Polar Systems Equipment is and shall remain the exclusive property of Polar Systems. Client will keep Polar Systems Equipment free and clear from liens or encumbrances of any kind. Upon termination of this Schedule, subject to any applicable laws, Polar Systems may, but is not required to, retrieve any associated Polar Systems Equipment not returned by Client as required below. Client agrees to pay any expense incurred by Polar Systems in any retrieval of the unreturned Polar Systems Equipment. Polar Systems will not be deemed to have "abandoned" the Polar Systems Equipment if it does not retrieve such equipment. Polar Systems shall be entitled to seek injunctive relief to enforce its rights with respect to the Polar Systems Equipment.
- (c) Client agrees to provide Polar Systems and its authorized agents access to Client premises on a 24 x 7 basis upon reasonable notice during the term of this Agreement and after its termination to install, connect, inspect, maintain, repair, replace, or disconnect or remove the Polar Systems Equipment, to install associated software, and to conduct an audit of the Polar Systems Equipment.
- (d) Polar Systems shall have the right to upgrade, modify and enhance Polar Systems Equipment and associated software from time to time.
- (e) Client agrees that, if this Schedule is terminated, Client has no right to possess or use the Polar Systems Equipment. Client agrees to arrange for the return of Polar Systems Equipment to Polar Systems, in the same condition as when received (excepting ordinary wear and tear), upon termination of the Agreement. Polar Systems may charge Client a continuing monthly fee until any outstanding Polar Systems Equipment is returned, collected by Polar Systems or fully paid for by Client.
- (f) Client will not, nor will Client allow others to: (i) open, alter, misuse, tamper with or remove the Polar Systems Equipment as and where installed by Polar Systems, or (ii) use Polar System Equipment in any manner contrary to this Agreement, or (iii) remove any markings or labels from the Polar Systems Equipment indicating Polar Systems ownership or serial or identity numbers. Client will reasonably safeguard the Polar Systems Equipment from loss or damage of any kind, including accidents, breakage or fire, and will not permit anyone other than an authorized representative of Polar Systems to perform any work on the Polar Systems Equipment. Nothing in this Agreement shall prevent Polar Systems from enforcing any rights it has with respect to theft or unauthorized tampering of Polar Systems Equipment under applicable law.
- (g) Client agrees to pay Polar Systems for the replacement cost of the Polar Systems Equipment as reasonably determined by Polar Systems if (i) Client tampers with, or permit others to tamper with, Polar Systems Equipment, (ii) the Polar Systems Equipment is destroyed, lost, or stolen, whether or not due to circumstances beyond Client's reasonable control, or (iii) the Polar Systems Equipment is damaged (excluding equipment malfunction through no fault of Client) while in Client possession, whether or not due to circumstances beyond Client's reasonable control. Client agrees to return any damaged Polar Systems Equipment to Polar Systems. Notwithstanding the above, Client shall not be required to pay Polar Systems if the damage or destruction of the Polar Systems Equipment arises out of the acts or omissions of Polar Systems or its agents, employees or subcontractors.

8. Client Requirements. Client will at its own cost:

- Maintain sufficient bandwidth and a high speed Internet connection at the Client site(s) to support the Services. If this is not maintained, Polar Systems will not be obligated to provide the Services and/or may increase charges for the Services to reflect the higher cost of supporting Client.
- Reboot/restart equipment or monitoring agents upon request of Polar Systems; if Client does not wish to perform such functions, then if necessary Polar Systems will come on site and additional charges will apply.
- Maintain, manage, and keep records of valid licenses, warranties and/or support contracts for hardware, operating software and application software used in its network and systems with respective third-party vendors.
- Notify Polar Systems upon the removal of a Covered Component from the network so the Polar Systems' remote management and monitoring systems can be updated.

- Follow best security and standardization practices and protocols on all Covered Components as required by Polar Systems. These protocols include but are not limited to the following: (i) secured off-site data vaulting to protect critical operations data, (ii) centrally-managed anti-virus software installation, updates, workstation and server management and remediation, (iii) centrally-managed operating system and application security patch testing, updates and roll-outs, (iv) assignment of role-appropriate user or power-user credentials for PCs and servers and removal of all user-issued administrative login permissions, and (v) creation and ongoing maintenance of full and complete network documentation inclusive of all secured administrative usernames and passwords.
- Maintain Client site conditions within the environmental range of all Client system devices and media as specified by the manufacturer.
- Include (except to the extent that Client wishes to discuss certain aspects of Polar Systems services without Polar Systems present) its Polar Systems account representative in Client's material IT planning and IT decision making meetings in order to facilitate continuity of Services.
- Be responsible for designating one or more authorized contacts responsible for screening end-user service requests and to determine level of service needed and assignment of requests to Polar Systems.
- Instruct all users to leave workstations, servers and other computer and network equipment on at all times, unless otherwise instructed by Polar Systems. Users shall also leave any remote agents active and running at all times unless otherwise instructed by Polar Systems. Users may log off at the end of their work shift.

9. Exclusions. Polar Systems is not required to provide any Services except those Services expressly set forth in this Schedule. Without limiting the foregoing, the following items and/or services are excluded from the Service under this Schedule; any work performed related to the following will be billed at Polar Systems' standard rates:

- (a) Any service(s) required due to treatment or attempts to install, repair, maintain, or modify any Covered Components or related software or peripherals by a non-Polar Systems authorized person or entity, including but not limited to negligent acts, improper configuration changes, new application installations, and upgrade installations.
- (b) Covered Component(s) which cannot be properly serviced due to end of life conditions, other withdrawal or termination of warranty or support by the manufacturer, unavailability of documentation or parts, or that exhibit excessive damage. Polar Systems will use commercially reasonable efforts to provide advance notice to Client of any issues under this clause.
- (c) Provision of supplies or accessories for any Covered Component(s) or electrical work external to Covered Components, including but not limited to printer consumables and backup media.
- (d) Maintenance of accessories, alterations, attachments, upgrades or other devices; or services related to any relocation of Covered Component(s) unless specifically listed in this Schedule.
- (e) The cost of any parts, equipment, or shipping charges of any kind.
- (f) Third-party software license fees, renewal fees, or upgrade fees of any kind (except in connection with software provided by Polar Systems in support of the Service).
- (g) The cost of any third-party vendor or manufacturer support or incident fees or charges of any kind.
- (h) The cost to bring Client's environment up to minimum standards required for Service.
- (i) Programming (modification of software code) and program (software) maintenance.
- (j) Training services of any kind unless otherwise agreed in writing by Polar Systems.
- (k) Moving hardware from one physical address to another physical address.
- (l) Polar Systems covers only the maintenance support of the network connection of network enabled, shared printers/copiers, and the printer connection and printer drivers of locally attached printers. Any other printer maintenance is not covered.
- (m) Any peripheral attached to a workstation/laptop including, but not limited to USB hard drives, scanners, docking devices, cameras, and VoIP phones are not covered unless specifically listed on this Schedule.
- (n) Mobile devices, smartphones, and tablets are not covered unless Mobile Device Support is included in this Schedule.

APPENDIX A TO POLAR STAR SERVICES SCHEDULE

Covered Components

Servers

Type	Qty	Comments
Managed Complete Server Management	30	
Hosted E-mail Management	2	
TOTAL	31	

Workstations and Laptops

Type	Qty	Comments
PolarStar Workstation Complete	186	
TOTAL	186	

Network Devices

Type	Qty	Comments
Network devices	40	
Firewalls	5	
TOTAL	25	

Other Covered Components

Type	Qty	Comments
Managed Anti-Spam	186	
Managed Anti-Virus	216	
Managed Endpoint Detection	216	
Office 365 backup, unlimited retention	191	

Protect +

Type	Qty	Comments
Active Network Security Scanning	400	
Managed Windows SIEM Agent	400	
DNS Protection, Windows Agent	216	
Security Awareness Training	191	

APPENDIX B TO POLAR STAR SERVICES SCHEDULE

Service Options and Description

Service Name	Service Description
Asset Auditing and Inventory	Hardware inventory and warranty information relating to Covered Components will be collected as completely as technology allows.
Monitoring and Alerting	Our engineering team monitors for critical events which could result in service interruption. Monitoring capabilities vary by vendor. Polar Systems may inform Client when a device has limited or no capability of being monitored. Although monitoring is automated on a 24 hour per day basis, Client understands that Polar Systems will review, diagnose and respond to alerts during Regular Business Hours only.
Managed Servers	Management includes support for server hardware and operating systems. Support is limited to vendor-supported operating systems and hardware that is covered by a manufacturer's warranty. <i>Support for operating systems and/or hardware that are beyond support life are handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Managed Server Backup	Data backups will be monitored daily during Regular Business Hours for approved backup solutions. Backup management includes the following services: Daily monitoring, monthly file restore testing, monthly virtualization testing (if supported) and notification to Client of backup problems. <i>Unsupported backup solution support is handled on a best effort basis and may generate billings outside the terms of the PolarStar agreement.</i>
Managed Workstations	Management includes support for workstation hardware and operating systems. Support is limited to vendor-supported operating systems and hardware which is covered by a manufacturer's warranty. <i>Support for operating systems and/or hardware, which are beyond support life, are handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Server/Workstation Patching	Windows Operating System patching and maintenance will be performed on a monthly basis. Windows Operating System patches and service packs are evaluated for potential conflicts before they are deployed and are focused on critical security updates. Windows operating system version or build upgrades are not included in PolarStar patching coverage.
Managed Exchange / Office 365 / Email	Management includes support for Polar Systems-approved, vendor-supported e-mail systems. <i>Unsupported e-mail systems will be supported on a best-effort basis and may generate billings outside the terms of the PolarStar services agreement.</i>
Managed Anti-Spam & URL Filtering	Managed anti-spam services include e-mail filtering, e-mail continuity, and URL protection services. Includes basic support for allow and deny lists and e-mail flow troubleshooting.
Managed E-mail Encryption	An optional add-on to managed anti-spam services that allows for the sending of encrypted/secure messages.
Managed E-mail Archiving	An optional add-on to managed anti-spam services that allows for the long-term archival and retention of e-mail messages.
Managed Firewall	Management includes support for firewall hardware. Support is limited to vendor-supported hardware that is covered by a manufacturer's warranty. <i>Support for hardware that is beyond support life is handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Managed Network Devices	Network device management includes the use of hardware and/or software tools to monitor status and generate alerts, reasonable basic re-configuration of the network device and network device issue resolution. <i>Support for hardware that is beyond support life is handled on a best-effort basis and may generate billings outside of the terms of the PolarStar services agreement.</i>
Mobile Device Support	This service includes support for the synchronization of mobile devices and business e-mail accounts. <i>Assistance with non-business related e-mail accounts, other applications, phone usage or charges, warranty replacement, or device troubleshooting may be performed upon request, using reasonable efforts and are subject to an additional charge outside of the PolarStar services agreement.</i>
Managed Anti-Virus	Antivirus management includes software deployment and malware monitoring. <i>Remediation activities related to malware infections resulting from poor client security practices may be billed outside of the terms of the PolarStar services agreement.</i>

Managed Disk Encryption	Managed disk encryption is an optional service that includes deployment and management of workstation or laptop disk encryption.
Active Network Security Scanning	A PolarStar Protect+ enhanced security option. Provides active scanning for security threats and SOC (Security Operations Center) analysis and response.
DNS Protection	A PolarStar Protect+ enhanced security option. Provides an additional layer of protection to prevent redirection to malicious web sites.
Security Awareness Training / Testing	A PolarStar Protect+ enhanced security option: security awareness testing and training. Polar Systems performs regular testing campaigns to gauge risky Internet behavior within your user base.
DNS Hosting	Polar Systems provides DNS (Domain Name Systems) Hosting, a service which migrates your public DNS presence from your current host to our fully redundant, geographically diverse DNS servers.
Vendor Relationship Management	Polar Systems will act as the technical contact for communications with vendors which may include line-of-business application partners or other service providers. It is the client's responsibility to provide all information required to enlist the vendor's assistance. Any vendor or third-party technical support payment is the responsibility of Client. <i>Support for any application, device or service which is not covered by a support agreement may be billed on a time and materials basis outside of the PolarStar services agreement.</i>
vCIO Services	Your vCIO will work with Client's management team to assess short- and long-term business goals, discuss the pros and cons of technology strategies, evaluate competitive advantages, and analyze the business and financial impact. They will help you to architect and work with the Polar Systems engineering team to implement technology solutions to meet your requirements.
Reporting	Polar Systems will issue a set of standard reports on a regular basis including hardware inventory and warranty reports. We will use reasonable efforts to provide any requested customized reports. <i>Extensive custom report creation may be billed outside of the PolarStar services agreement.</i>
Online Ticket Management Portal	Key members of Client team will have access to our online ticket management portal where you can submit tickets and/or review the status and notes on any open tickets.
System Documentation	Polar Systems creates a comprehensive set of documentation during the onboarding process. This documentation includes asset lists, configuration information, system diagrams, 3rd party vendor information, application information, and site photos. This set of documentation is enhanced and refined over time as the network evolves.
Response Time Commitment	Polar Systems will respond to and triage all requests within 1 hour during Regular Business Hours.
Ad hoc and Scheduled Onsite Support	Polar Systems will come onsite when needed to troubleshoot or repair covered equipment when remote remediation is not possible. Onsite visits to support covered equipment or systems is included at no extra charge. <i>Onsite visits related to the addition of equipment or in support of non-covered systems will be billed outside of the PolarStar services agreement.</i> Polar Systems will provide <i>scheduled</i> on-site support services (if any) as indicated on Appendix A. Schedule changes should be made at least one week in advance of the scheduled on-site event. Polar Systems reserves the right to send any qualified Polar Systems employee to an on-site scheduled event.
Managed Out-of-market Site	Remote support for satellite offices in other geographies outside of Polar Systems normal service area. <i>Expenses incurred by Polar Systems on behalf of the client for travel to remote sites, or costs related to use of 3rd party contractors for onsite remediation will be billed outside of the PolarStar services agreement.</i>
24x7 Support Acces	All PolarStar agreements provide access to our 24x7 support services for after-hours emergencies. <i>While after-hours access to our support team is included with your PolarStar agreement, we do bill separately for after-hours services at the prevailing rate.</i>