

**Section 1: Service Agreement Terms**

This Agreement between Deptford Township Fire District No. 1, herein referred to as Client, and OCEAN COMPUTER GROUP, INC. is effective upon the date signed, shall remain in force for an initial period of 12 months, unless terminated sooner in accordance with the terms of this Agreement. The Agreement will be reviewed on the annual anniversary date, to address any necessary adjustments or modifications. Should adjustments or modifications be required that affect the monthly fees paid for the services rendered under this Agreement, these will be negotiated and agreed to by the Client and OCEAN COMPUTER GROUP, INC. in advance.

- a. This Agreement may be terminated by either party upon thirty (30) days written notice if the other Party:
  - I. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within thirty (30) days of receipt of such written notice.
  - II. Breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of such written notice.
  - III. Terminates or suspends its business operations, unless approved by either party, it is succeeded by a permitted assignee under this Agreement.
- b. If either party terminates this Agreement, OCEAN COMPUTER GROUP, INC. will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay OCEAN COMPUTER GROUP, INC. the actual costs of rendering such assistance. Actual costs could include but are not limited to: Training, data transfer, license transfers or equipment de-installation.
- c. Upon client approval in writing, the client agrees to allow OCEAN COMPUTER GROUP, INC. to assign, delegate, and subcontract services to third party competent contractors approved by OCEAN COMPUTER GROUP, INC.

**Section 2: Payment and Tax Schedule**

**Fees will be \$1,680.00 per month**, invoiced to Client monthly, and will become due and payable on the first day of each month. Service, including but not limited to Network Accessibility, will be suspended if payment is not received within 30 days following date due. Refer to Appendix B for OCEAN COMPUTER GROUP, INC. Managed Services covered by the monthly fee under the terms of this Agreement.

**For each user, exceeding quantity 35, an additional \$48.00 will be added to the monthly fee. On boarding fee is \$1,000.00.**

***It is understood that all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services. An initial setup fee may apply, to begin a proposed Project. Upon completion of the project, billing will begin effective immediately.***

It is understood that any Federal, State or Local Taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. Client shall pay any such taxes unless a valid exemption certificate is furnished to OCEAN COMPUTER GROUP, INC. for the state of use.

**Section 3: Applicable Coverage**

Remote Helpdesk and Vendor Management of Client’s IT networks will be provided to the Client by OCEAN COMPUTER GROUP, INC. through remote or onsite means between the hours of 8:00AM to 5:00 PM Monday through Friday (8/5/365). Network Monitoring Services will be provided 24/7/365. All services qualifying under these conditions, as well as Services that fall outside this scope will fall under the provisions of Appendix B.

***Support and Escalation***

OCEAN COMPUTER GROUP, INC. will respond to Client’s Trouble Tickets under the provisions of Appendix A, and with best commercial effort after hours or on holidays. Trouble tickets can be opened via our customized portal or by phone if internet is unavailable. Each call will be assigned a Trouble Ticket number for tracking. Our escalation process is detailed in Appendix A, which is provided as an attachment herein.

***Operational Intelligence***

OCEAN COMPUTER GROUP, INC. will provide monitoring and analysis of network activity and security events; 1GB of log data centralized for historical trending, root cause analysis, and identification of malicious or unauthorized activity. Multi system or complex automated alert notification for rule based identification of problems. These services are included in the contract price except as expressly otherwise provided by this Agreement.

***Performance Monitoring***

OCEAN COMPUTER GROUP, INC. will monitor critical IT infrastructure components, including system metrics, network protocols, applications, services, servers, and network infrastructure. Automated alerts when components fail and recover or resource utilization is reaching maximum capacity. Contract price includes up to 100 nodes. These services are included in the contract price except as expressly otherwise provided by this Agreement.

***Third Party Patch Management***

OCEAN COMPUTER GROUP, INC. will centrally manage the deployment of third-party software patching decreasing security risks & service performance degradation by controlling when and where patches are applied. Pass audits & demonstrate compliance with reports and dashboard views. These services are included in the contract price except as expressly otherwise provided by this Agreement.

***Managed Anti-Virus & Anti-Malware***

OCEAN COMPUTER GROUP, INC. will provide managed anti-virus & anti-malware for each machine / server on the network. These costs are included in the contract price except that the addition of devices will result in an additional charge as provided in Section 2 above.

***Vendor Management***

OCEAN COMPUTER GROUP, INC. will manage all IT vendors for the client acting as the “agency of record.”

***Service outside Normal Working Hours***

Emergency services performed outside of the hours of 8:00 am – 5:30 pm Monday through Friday, excluding public holidays, shall be subject to provisions of Appendix B.

***Service Operations Disclaimer***

Customer grants OCEAN COMPUTER GROUP, INC. authorization to view any data within the regular routine of the repair or system improvement. Customer also authorizes OCEAN COMPUTER GROUP, INC. to reasonably delete, change, and/or rewrite any necessary information to complete the system repair or improvement that is consistent with the standards and practices in the industry.

**Section 4: Additional Services**

***Support for Hardware and Software***

OCEAN COMPUTER GROUP, INC. shall provide support for all hardware and systems as specified in Appendix B, including any equipment provided in Section 5, provided that all Software is Genuine, Currently Licensed, and Vendor-Supported. Should any hardware or systems fail to meet these provisions, they will be excluded from this Service Agreement. Client is responsible for maintaining vendor support and replacement to meet the business needs of the client. Should 3<sup>rd</sup> Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client’s authorization to incur them.



**Monitoring Services Provided Under This Agreement**

OCEAN COMPUTER GROUP, INC. will provide ongoing monitoring and security services of all critical devices as indicated in Appendix B and equipment provided in Section 5. OCEAN COMPUTER GROUP, INC. will provide quarterly reports as well as document critical alerts, scans and event resolutions to Client. Should a problem be discovered during monitoring, OCEAN COMPUTER GROUP, INC. shall make every attempt to rectify the condition in a timely manner through remote means.

**Virus Recovery for Current, Licensed Antivirus Protected Systems**

Attempted recovery from damages caused by virus infection not detected and quarantined by the latest Antivirus definitions is covered under the terms of this Agreement. This service is limited to those systems protected with a currently licensed, Vendor-supported Antivirus solution.

**Section 5: Existing Environment Suitability Requirements**

**Minimum Equipment Standards for Suitability**

In order for Client’s existing environment to qualify for Ocean Computer Group, Inc. Managed Services, the following requirements must be met:

- a) All hardware must be supported by the manufacture.
- b) All Servers with Microsoft Windows Operating Systems must be running Windows 2008 R2 Server or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- c) All Server and Desktop Software must be Genuine, Licensed and Vendor-Supported.
- d) The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- e) The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution that can be monitored, and send notifications on job failures and successes.
- f) The environment must have a currently licensed, Vendor-Supported Hardware Firewall between the Internal Network and the Internet.
- g) All Wireless data traffic in the environment must be securely encrypted.

**Dealing with Chronically Failing Equipment**

Experience has shown, equipment belonging to the client which has initially passed Minimum Standard Requirements for Service can reveal itself to become chronically failing. This means that the equipment repeatedly breaks down and consistently causes user and business interruption even though repairs are accomplished. Should this occur, while rare, client agrees to work constructively and positively with OCEAN COMPUTER GROUP, INC. to replace the equipment.

**Section 6: Services Not Included Under Agreement**

Service rendered under this Agreement does not include the following:

- a) Parts, equipment or software for customer’s telecommunications systems which are not specifically listed.
- b) The cost of any Software, Licensing, or Software Renewal or Upgrade Fees of any kind.
- c) The cost of any 3rd Party Vendor or Manufacturer Support or Incident Fees of any kind.
- d) The cost to bring Client’s environment up to minimum standards required for Services.
- e) Failure due to acts of God, building modifications, power failures or other adverse environmental conditions or factors.
- f) Service and repair made necessary by the alteration or modification of equipment other than that authorized by OCEAN COMPUTER GROUP, INC., including alterations, software installations or modifications of equipment made by Client’s employees or anyone other than OCEAN COMPUTER GROUP, INC.

- g) Maintenance of Applications software packages, whether acquired from OCEAN COMPUTER GROUP, INC. or any other source unless specified.
- h) Programming (modification of software code) and program (software) maintenance.
- i) Training Services of any kind.
- j) This proposal does not include replacement of or parts required for repairs on printers, screens or peripherals, (PDA's, Point of Sale Scanners, Digital Cameras, Cell Phones nor any other specialized accessory), unless this equipment was originally provided under this agreement. All labor required for installation of the above devices is covered under this agreement.

Consumables such as printer maintenance kits, toner, ink, batteries, paper, etc. are not included or covered under this service agreement and will be invoiced separately.

**Section 7: Confidentiality of Service**

OCEAN COMPUTER GROUP, INC. and its agents may use Client information, as necessary to or consistent with providing the contracted services, and will use best commercial effort to protect against unauthorized use.

In order to fulfill Ocean Computer Group, Inc. duties and responsibilities of maintaining network security and confidentiality, administrative passwords will be retained by OCEAN COMPUTER GROUP, INC. and not released to third parties. Passwords and other administrative codes will be released to the Client or others at the Client's written direction.

**Section 8: Non-Disclosure**

Both parties agree that it will not at any time, either directly or indirectly, divulge, disclose or communicate to any person, in any manner whatsoever, any information of any kind, concerning any matters affecting or relating to the business of thereof, its manner of operation, its plans, or other information of any kind, nature or description without regard to whether any or all of the foregoing information would be deemed confidential, material or important.

The parties agree that all information is important, material and confidential and will affect the successful conduct of OCEAN COMPUTER GROUP, INC. 's business and its good will, if disclosed without prior permission, and that any breach of this paragraph is a material breach of this Agreement.

**Section 9: Liability**

While OCEAN COMPUTER GROUP, INC. is responsible to manage and maintain client's backup data, Client understands and agrees that OCEAN COMPUTER GROUP, INC. shall not be liable to the extent client suffers a loss of backup data due to the intentional misconduct, negligence, and/or actions of third parties over whom OCEAN COMPUTER GROUP, INC. has no control, or which results from the failure or error of hardware or software of third parties.

**Section 10: Non-Solicitation**

Client agrees that during the period of engagement and for 2 years thereafter, Client will not hire any of OCEAN COMPUTER GROUP, INC. 's employees for the purpose of independent work and/or employment without the written approval of OCEAN COMPUTER GROUP, INC. Client acknowledges that such employees are valuable assets to OCEAN COMPUTER GROUP, INC. and that OCEAN COMPUTER GROUP, INC. will be damaged by any breach of this provision. Client will pay penalty equivalent to 18 months of employee's salary as penalty for breach.

**Section 11: Jurisdiction and Venue of Enforcement**

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Jurisdiction and venue shall exclusively lie in the County of Gloucester. It constitutes the entire Agreement



between Client and OCEAN COMPUTER GROUP, INC. for monitoring/maintenance/service of all equipment listed in "Appendix B". This agreement can be modified by a signed written Addendum by both parties.

If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

OCEAN COMPUTER GROUP, INC. is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God.

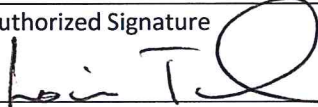
**Section 12: Acceptance of Terms and Conditions**

This Service Agreement covers those services and equipment listed in Appendices A & B or as modified with an addendum which may result in an adjustment to the Client's monthly charges. Should client wish to acquire additional equipment or services and wants OCEAN COMPUTER GROUP, INC. to provide service, prior approval from OCEAN COMPUTER GROUP, INC. must be obtained.

The undersigned, for value received and hereafter valuated, hereby unconditionally guarantee(s) to OCEAN COMPUTER GROUP, INC., a New Jersey corporation, full payment of all sums due and owing, pursuant to the terms indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature	Client	Date
	PRESIDENT	5-31-18
Authorized Signature	OCEAN COMPUTER GROUP, INC.	Date

# Managed Services Agreement: Appendix A

## Response and Resolution Times

The following table shows the targets of response and resolution times for each priority level:

Trouble	Priority	Response time (in hours)	Resolution time (in hours)	Escalation threshold (in hours)
Service not available (all users and functions unavailable)	1	Within 2 hours	ASAP – Best Effort	2 hours
Significant degradation of service (large number of users or business critical functions affected)	1	Within 4 hours	ASAP – Best Effort	8 hours
Limited degradation of service (limited number of users or functions affected, business process can continue)	2	Within 24 hours	ASAP – Best Effort	48 hours
Small service degradation (business process can continue, one user affected)	2	Within 48 hours	ASAP – Best Effort	96 hours

The response, resolution and escalation times are provided to demonstrate a framework to bring different severity problems to resolution within the least amount of time. It is not intended to show the amount of time before a problem is addressed or escalated.

## Support Tiers

The following details and describes our Support Tier levels:

Support Tier	Description
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.
Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3rd Party (Vendor) Support Engineers to resolve the most complex issues.

## ***Managed Services Agreement: Appendix A (cont.)***

### **Service Request Escalation Procedure**

1. Support Request is Received
2. Trouble Ticket is Created
3. Issue is Identified and documented in Help Desk system
4. Issue is qualified to determine if it can be resolved through Tier 1 Support

#### **If issue can be resolved through Tier 1 Support:**

5. Level 1 Resolution - issue is worked to successful resolution
6. Quality Control –Issue is verified to be resolved to client’s satisfaction
7. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

#### **If issue cannot be resolved through Tier 1 Support:**

8. Issue is escalated to Tier 2 Support
9. Issue is qualified to determine if it can be resolved by Tier 2 Support

#### **If issue can be resolved through Tier 2 Support:**

10. Level 2 Resolution - issue is worked to successful resolution
11. Quality Control –Issue is verified to be resolved to client’s satisfaction
12. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

#### **If issue cannot be resolved through Tier 2 Support:**

13. Issue is escalated to Tier 3 Support
14. Issue is qualified to determine if it can be resolved through Tier 3 Support

#### **If issue can be resolved through Tier 3 Support:**

15. Level 3 Resolution - issue is worked to successful resolution
16. Quality Control –Issue is verified to be resolved to client’s satisfaction
17. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

#### **If issue cannot be resolved through Tier 3 Support:**

18. Issue is escalated to Onsite Support
19. Issue is qualified to determine if it can be resolved through Onsite Support

#### **If issue can be resolved through Onsite Support:**

20. Onsite Resolution - issue is worked to successful resolution
21. Quality Control –Issue is verified to be resolved to client’s satisfaction
22. Trouble Ticket is closed, after complete problem resolution details have been updated in Help Desk system

Support will determine and escalate to subsequent Tiers as the situation merits. For example, tier 1 support will escalate directly to Tier 3 or onsite.



## Managed Services Agreement: Appendix B

Description – Quarterly Review	Frequency	Included
Provide Monthly Service History Reports	Monthly	Yes
Provide and review technology consulting & Planning services	Monthly	Yes
Provide Monthly Trending Reports	Monthly	Yes
Recommend areas of improvement for better user experience	Monthly	Yes

Description – Servers & Devices	Frequency	Included
Proactively Monitor & Manage Servers	Ongoing	Yes
Check print queues	As requested	Yes
8x5 Help Desk Support	As needed	Yes
8x5 onsite support	As needed	Yes
On-site Emergency Support	As needed	Yes
Monthly patching of all operating systems and third party software – Servers	Ongoing	Yes
Monitor free space on hard drives	Ongoing	Yes
Monitor Active Directory and WINS replication	Ongoing	Yes
Reboot as needed	Ongoing	Yes
Run defrag and chkdsk on all drives	Ongoing	Yes
Scheduled off time server maintenance	Ongoing	Yes
Install supported software updates and upgrades	Ongoing	Yes
Determine logical directory structure, implement, map, and detail	As needed	Yes
Check file backup status	Ongoing	Yes
Monitor performance conditions such as high memory or cpu utilization, hard drive failures, unusual network collision	Ongoing	Yes
Correct and educate user errors	As needed	Yes
Monitor event logs and identify potential issues	As requested	Yes
Exchange server user / mailbox management	As requested	Yes
Manage SQL server	As requested	Yes
Setup and maintain groups	As requested	Yes
Manage all desktops / laptops	Ongoing	Yes
Manage network printers	Ongoing	Yes
Manage other network devices	Ongoing	Yes
Monthly patching of all operating systems and third party software – Devices	Ongoing	Yes
Update firmware for printers and network devices	Ongoing	Yes

Description – Networks	Frequency	Included
Check router logs	Ongoing	Yes
Engage in performance monitoring / capacity planning	Ongoing	Yes
Monitor routers, firewall, switches, and internet connectivity and maintain operational status	Ongoing	Yes
Maintain office connectivity to the internet	Ongoing	Yes

Description – Security / Backup & Disaster Recovery	Frequency	Included
Monitor all network devices for suspicious activity	Ongoing	Yes
Monitor all antivirus / antispymware agents for current updates	Ongoing	Yes
Confirm that file backup has been performed on a daily basis	Ongoing	Yes
Create new directories, shares and security groups, new accounts, disable / delete old accounts, manage account policies	Ongoing	Yes



Monitor user accounts for excessive privileges or unauthorized access permissions	Ongoing	Yes
Permissions and file system management	Ongoing	Yes
Provide monthly reports as well as document critical alerts, scans and event resolutions	Monthly	Yes
Attempt to rectify any problem discovered during monitoring in a timely manner through remote means	As Needed	Yes
Attempt to recover damages caused by virus infection not detected and quarantined by antivirus definitions	As Needed	Yes
Create new directories and shares	As Requested	Yes
Set up new users including login restrictions, passwords, security, applications	As Requested	Yes
Monitor for unusual activity among users	As Requested	Yes

Description – Security	Frequency	Included
Performance monitoring/capacity planning	As needed	Yes
Monitor Internet availability	Ongoing	Yes
Check and Manage firewall logs for errors, critical issues or threats	If applicable	Yes
Remote Firewall Management 8x5	Ongoing	Yes
Confirm that antivirus definition auto updates have occurred on devices	If applicable	Yes
Confirm that antispymware updates have occurred on devices	If applicable	Yes
Create new directories, shares and security groups, new accounts, disable/delete old accounts, manage account policies	As needed	Yes
Manage Server Permissions and file system management	Ongoing	Yes
Set up new users, including login restrictions, passwords, security, applications	As needed	Yes
Set up and change security for users and applications	As needed	Yes

Description – Professional Services	Frequency	Included
Technology solution design and development	As needed	Yes
Proof of concept lab testing	As needed	No
Onsite implementation and project management	As needed	No
Rental equipment and training room facility (based on availability)	As needed	No
Technology meetings with your trusted advisor	Quarterly	Yes

Description – Services - Rates		Rate
Remote network management	24x7	Yes
Remote server management	24x7	Yes
24x7x365 network monitoring		Yes
On-Site / Remote Labor ( <b>Out of Scope</b> ) – 2 Hour Min	9:00AM – 5:00PM M-F	\$165.00 per hour
On-Site / Remote Labor ( <b>Out of Scope</b> ) – 4 Hour Min	After Hours and Weekends	\$247.50 per hour

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